

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

City Clerk File No. Res. 18-329

Agenda No. 10.A

Approved: APR 11 2018



TITLE: **RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION**

COUNCIL

offered and moved

adoption of the following resolution:

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2018 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period; and,

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2018 Temporary Budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above; and,

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2018 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$315,602,710**.

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

1. An emergency temporary appropriation is hereby created for:

| | | FROM: | TO: |
|--------|--|-------------------|-------------|
| 25-285 | FIRE - O/E | \$400,000 | \$750,000 |
| 26-315 | AUTOMOTIVE SERVICES - O/E | \$1,408,095 | \$1,908,095 |
| 43-495 | PUBLIC DEFENDER - O/E | \$87,290 | \$162,290 |
| 25-267 | O.S.H.A- FIRE - O/E | \$450,000 | \$500,000 |
| 21-186 | ZONING - O/E | \$2,331 | \$3,331 |
| 22-197 | COMMERCE - O/E | \$5,120 | \$7,620 |
| 22-198 | HOUSING CODE ENF. O/E | \$11,745 | \$12,745 |
| 22-195 | CONSTRUCTION CODE OFFICIAL - O/E | \$29,487 | \$34,487 |
| GRANT | APHA- HEALTHIEST CITIES & COUNTIES CHALLENGE | \$0 | \$10,000 |
| | TOTAL INCREASE: | \$994,500. | |

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2018 Municipal Budget.

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 4.11.18 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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 EMERGENCY TEMPORARY APPROPRIATION |
|--|

Initiator

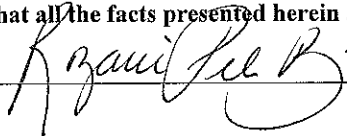
| | | |
|---------------------|----------------|----------------|
| Department/Division | ADMINISTRATION | BUDGET |
| Name: | ROZANI PELC | (JM) |
| Phone/email | 201-547-4964 | pelcR@jcnj.org |

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

Resolution Purpose

| |
|---|
| This Resolution is to increase the temporary budget to cover operating expenses as well as include new grants received. |
|---|

I certify that all the facts presented herein are accurate.



April 3, 2018

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

City Clerk File No. Res. 18-330

Agenda No. 10.B

Approved: APR 11 2018

TITLE:



RESOLUTION APPROVING THE APPOINTMENT OF BRIAN PLATT AS BUSINESS ADMINISTRATOR AND DIRECTOR OF THE DEPARTMENT OF ADMINISTRATION

**COUNCIL
resolution:**

offered and moved adoption of the following

WHEREAS, N.J.S.A. 40:69A-43(b) provides that each department of the City of Jersey City shall be headed by a director, who shall be appointed by the Mayor with the advice and consent of the Municipal Council; and

WHEREAS, every director serves during the term of office of the mayor and until the appointment and qualification of a successor; and

WHEREAS, the Mayor has advised the Council by letter that he has appointed Brian Platt as Business Administrator and Director of the Department of Administration and seeks the advice and consent of the Council to his appointment; and

WHEREAS, Brian Platt is well qualified to serve as Business Administrator and Director of the Department of Administration of the City of Jersey City.

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

- (1) The appointment of Brian Platt as Business Administrator and Director of the Department of Administration is approved effective April 11, 2018; and
- (2) He shall serve during a term of office of the Mayor and until the appointment and qualification of a successor.

igp
4/4/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: Brian Platt
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 7-2

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| 4.11.18 | | | | | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | | ✓ | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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

Report of Directors

8.f

Meeting 04.11.18



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

April 4, 2018

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

Re: Appointment of Business Administrator

Dear Council President and Members:

I have appointed Brian D. Platt, who resides at 18 Park View Avenue, Apt. 743, Jersey City, New Jersey 07302, as Business Administrator of the City of Jersey City effective April 11, 2018.

In accordance with N.J.S.A. 40:69A:43, I respectfully request the advice and consent of the Municipal Council to this appointment.

Very truly yours,


STEVE M. FULOP
Mayor

SMF/igp

cc: Robert Byrne, City Clerk

Brian D. Platt

Work Experience

Director, Jersey City Office of Innovation (*April 2015- Present*)

Jersey City, NJ

- Founding director of newly formed office within City Hall addressing a variety of complex challenges faced by the city through unique approaches to problem solving
- Fostering revitalization of neighborhood small business districts through a variety of small business support initiatives
- Reducing localized flooding and water pollution through policy changes, expanding use of green infrastructure, building widespread awareness of challenges, and partnering with local communities and property developers
- Leveraging new technology to improve quality of life for residents and operational efficiency for employees

Jersey City Mayor's Office (*July 2013- April 2015*)

Jersey City, NJ

- Managed multiple ongoing key initiatives and projects addressing public safety, economic expansion, data analysis of municipal operations, open public space improvement, policy implementation, and budget management and fiscal prudence
- Revitalized neighborhoods by leveraging partnerships, building more engaged and collaborative communities, and crafting detailed action plans for improvements
- Created Jersey City's first pedestrian plaza utilizing research of best practices, public forums and feedback, and partnerships with elected officials and department directors
- Established \$400 million lawsuit against the Port Authority for unpaid taxes
- Overseeing anticipated \$40 million revitalization of the historic Loew's Jersey Theatre involving a variety of public and private funding sources, community groups, future theatre operators, and city officials
- Built operational data recording and analysis systems for municipal departments and a public facing open data portal to foster government transparency
- Analyzed police call data to reallocate police manpower resulting in crime reductions
- Successfully awarded 4 municipal credit rating upgrade by Moody's, S&P, and Fitch
- Forged strong relationships with key Jersey City stakeholders, including community leaders, Department Directors, business owners, and neighborhood associations

Analyst, McKinsey & Company (*January 2011-July 2013*)

Summit, NJ

- Provided leadership, guidance, and management for many of the 25 largest global pharmaceutical corporations through the creation of strategic operational plans
- Data driven decision making involved dissection and analysis of multiple complex, large data sets in order to identify trends and uncover insights
- Conducted primary and secondary research using a variety of proprietary and public tools and sources
- Developed robust knowledge base and strong expertise in the pharmaceutical industry, providing direction to both colleagues and client service teams

Brian D. Platt

Teach For America Corps Member, Kindergarten Teacher (May 2007-June 2009) Newark, NJ

- Independently managed and guided an urban public school kindergarten classroom
- Constructed and implemented customized curriculum and discipline programs
- Innovative and customized teaching methods resulted in average student academic progress of over 1.5 grade levels
- Half of class reached second grade or third grade reading levels, and two-thirds of class achieved proficiency in addition, subtraction, multiplication, and division (second and third grade levels)
- Mentored and supervised first year Corps members

Captain, Mountain Lakes Volunteer Fire Dept. (June 2001-December 2011) Mtn. Lakes, NJ

- Elected Captain (January 2009-December 2011)
- developed and implemented department training program
- Elected Treasurer (January 2008-December 2009)
- 2008 Mountain Lakes Firefighter of the Year
- New Jersey State Certified Firefighter, Level 1 and 2

Education

Columbia University School of International and Public Affairs (Dec. 2016) New York, NY

- Masters in Public Administration

Emory University, B.A. Philosophy (May 2007)

Atlanta, GA

- Emory University Most Outstanding Fraternity Chapter President
- Alpha Epsilon Pi National Fraternity President of the Year
- Emory University 100 Senior Honorary Award (*100 Most Influential Graduating Seniors*)
- Omicron Delta Kappa National Leadership Honor Society
- Order of Omega Greek Honor Society for community service, fraternity leadership
- Phi Sigma Tau Philosophy Honor Society
- National Dean's List
- 3-Time Emory Dean's List
- National Society of Collegiate Scholars
- Olympic weightlifting club co-founder, 2 term Vice President,
- 2-time National Collegiate Olympic Weightlifting Championship qualifier
- 3 years Emory Track and Field Team

Brian D. Platt

Volunteering, Boards, and other Organizations

President and Co-Founder, Hudson County Young Democrats *(2015-Present)*

- Grassroots political organization seeking to expand civic activism and involvement government and the political process

President and Co-Founder, Content Creators Academy *(2016-Present)*

- Non-profit afterschool program providing educational opportunities for Jersey City high school students to learn digital media skills

Volunteer Medical First Responder, United Rescue Jersey City *(2015-Present)*

- Volunteer community based emergency medical services response program
- Utilizes app to alert volunteers of local medical emergencies

Treasurer, Jersey City Economic Development Corporation *(2013-Present)*

Commissioner, Jersey City Insurance Fund Commission *(2013-Present)*

Olympic Weightlifting Instructor, Crossfit Jersey City *(2014-2017)*

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

City Clerk File No. Res. 18-331

Agenda No. 10.C

Approved: APR 11 2018

TITLE:



RESOLUTION APPROVING THE APPOINTMENT OF PETER J. BAKER AS CORPORATION COUNSEL/DIRECTOR OF LAW

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, N.J.S.A. 40:69A-43(b) provides that each department of the City of Jersey City shall be headed by a director, who shall be appointed by the mayor with the advice and consent of the council; and

WHEREAS, every director serves during the term of office of the mayor and until the appointment and qualification of a successor; and

WHEREAS, the Mayor has advised the Council that he has appointed **Peter J. Baker** as Corporation Counsel/Director of the Department of Law and seeks the advice and consent of the Council to his appointment; and

WHEREAS, **Peter J. Baker** is well qualified to serve as Corporation Counsel/Director of Law of the City of Jersey City.

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

- (1) the appointment of **Peter J. Baker** as Corporation Counsel/Director of the Department of Law is approved effective April 16, 2018; and
- (2) he shall serve during a term of office of the Mayor and until the appointment and qualification of a successor.

igp
3/27/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: Brian Vlahakis
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0-1

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.11.18 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|---------|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | WATTERMAN | ABSTAIN | | |
| 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. Lavaro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

Report of Directors

8.d

Meeting 04.11.18



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

March 27, 2018

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

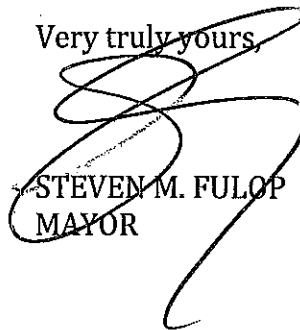
Re: Appointment of Corporation Counsel/Director of Law

Dear Council President and Members:

I have this day appointed Peter J. Baker, who resides at 411 2nd Street, Jersey City, New Jersey 07302, as Corporation Counsel and Director of Law of the City of Jersey City.

In accordance with N.J.S.A. 40:69A:43, I respectfully request the advice and consent of the Municipal Council to this appointment.

Very truly yours,



STEVEN M. FULOP
MAYOR

SMF/igp

cc: Robert Byrne, City Clerk

PETER J. BAKER, ESQ.

411 2nd St., Apt. 1 • Jersey City, NJ 07302

Admitted to State Bars of New York 2007, New Jersey 2006

PROFESSIONAL EXPERIENCE

OFFICE OF THE ATTORNEY GENERAL DIVISION OF CRIMINAL JUSTICE

April 2016 – present

Deputy Attorney General – Official Corruption Bureau - Whippany, NJ

- Prosecuting criminal activity relating to public corruption and official misconduct.
- Preparing for and trying complex cases with multiple defendants and multi-count indictments, including witness preparation and examination, writing and responding to evidentiary motions, jury voir dire, and writing and filing motions in limine in advance of trial.
- Engaging in plea negotiations and appearing on behalf of State at plea and sentencing hearings.
- Directing and participating in investigations with Division and State Police Detectives, including analyzing records and other physical evidence, interviewing victims and witnesses, and formulating investigation strategy in advance of anticipated prosecution.

Prominent Investigations and Prosecutions:

- State of New Jersey v. Robert Schroeder – Received the 2016 Attorney General’s Award for “Excellence in Investigations” for investigation into New Jersey State Assemblyman’s Ponzi scheme, including over \$3 million in bad checks. Negotiated guilty plea less than one month before trial. Defendant sentenced to eight year New Jersey State Prison sentence with over \$5 million in restitution payable to 18 victims.
- State of New Jersey v. Mayor Joey Torres, et als. – Investigation into City of Paterson mayor’s use of City Department of Public Works laborers and supervisors to perform work on property leased by family members, compensated through City payroll overtime pay. Presented evidence to New Jersey State Grand Jury in March 2017, obtained indictment of Mayor Torres and three city workers/supervisors. Negotiated and accepted Mayor Torres’ guilty plea in September 2017, sentenced to five years in New Jersey State Prison in November 2017.

HUDSON COUNTY PROSECUTOR’S OFFICE

March 2013 – March 2016

Assistant Prosecutor – Jersey City, NJ

- Prosecuted fraud, corruption, professional/official misconduct, forgery, and other complex financial and white collar matters as part of Special Investigations Unit, from initial investigation through Grand Jury presentation, plea negotiations, motion practice and hearings, and trial.
- Investigated and prosecuted narcotics distribution, burglary, and violent crimes.
- Obtained guilty verdicts in narcotics distribution and wire fraud prosecutions.
- Directed investigative staff and served as liaison between detectives and County Prosecutor’s Executive Staff.
- Wrote and argued motions on appellate and evidentiary issues before Appellate and Law Divisions, Superior Court of New Jersey.
- Argued motions and formulated strategy on State v. Saavedra matter (prosecution of North Bergen Board of Education employee for stealing confidential school district documents in furtherance of her personal lawsuit against Board).

SISSELMAN & SCHWARTZ, LLP

September 2008 – March 2013

Associate – Roseland, NJ

- Defended national retail clients in premises and products liability litigation arising from property damage and personal injury claims. Represented national retail clients in false arrest claims, and criminal and regulatory matters.
- Wrote and argued motions in Superior Court of New Jersey, prepared witnesses for and conducted depositions, drafted complaints, answers, discovery demands and responses, and mediation and arbitration statements. Counseled clients as to litigation strategy issues and generated new matters.

PROFESSIONAL EXPERIENCE (cont.)

LAW CLERK FOR THE HONORABLE LOIS LIPTON, J.S.C. September 2007 – August 2008
Superior Court, Criminal Division – Bergen Vicinage – Hackensack, NJ

- Researched, wrote memoranda, and drafted decisions on municipal appeals, post-conviction relief motions, Megan's Law tiering proceedings, and Drug Court appeals.
- Trial preparation – Prepared jury voir dire and jury charges.
- Certified Mediator, Small Claims and Special Civil Part.

MELLI, GUERIN & WALL P.C. December 2006 – August 2007
Litigation Associate – Paramus, NJ

- Wrote and argued automobile insurance defense motions in courts of New Jersey and New York.
- Prepared arbitration submissions, argued before AAA and NAF arbitrators.

ADDITIONAL EXPERIENCE

RYKODISC May 2005 – May 2006
Contract and Licensing Intern – Bryn Mawr, PA

- Analyzed independent record label's recording contracts and licensing agreements, dating from mid-1980s to present, in furtherance of project to determine scope of label's rights to digital distribution via emerging music download/streaming services (e.g., Apple iTunes Music Store).

DELAWARE RIVERKEEPER NETWORK January 2006 – May 2006
Legal Intern – Clinical Program – Washington Crossing, PA

- Researched environmental law issues and drafted memoranda for environmental advocacy organization's anticipated litigation. Performed document reviews at federal and state agency offices.

FEDERAL DEFENDER OF PENNSYLVANIA, MIDDLE DISTRICT August 2005 – December 2005
Legal Intern – Clinical Program – Harrisburg/Philadelphia, PA

- Assisted in filing habeas corpus petition on behalf of mentally disabled death row inmate.

EDUCATION

TEMPLE UNIVERSITY BEASLEY SCHOOL OF LAW August 2003 – May 2006
Juris Doctor - Philadelphia, PA
Trial Advocacy Workshop – Distinguished Performance; Teaching Assistant
Law Faculty Scholarship

FRANKLIN & MARSHALL COLLEGE August 1996 – May 2000
Bachelor of Arts - Lancaster, PA
Major: English; Minor: American History
Dean's List (1996-2000); Presidential Scholar (1996-2000); Leshner Regional Scholar (1997-2000)
WFNM Radio: General Manager (1999-2000), Technical Director (1998-1999)

INTERESTS

Music performance (guitar, bass guitar, and piano), music appreciation and record collecting, travel, baseball, cooking.

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

City Clerk File No. Res. 18-332

Agenda No. 10.D

Approved: APR 11 2018



TITLE:

**A RESOLUTION RECOGNIZING AND HONORING
MALCOLM MCPHERSON, GRAND EXALTED RULER
OF THE ELKS GRAND LODGE**

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

WHEREAS, the Fraternal Order of the Elks is comprised of a network of nearly 2,000 lodges with a million members, and a generous charitable foundation that each year gives millions of dollars in scholarships in addition to other charitable work; and,

WHEREAS, the Elks organization was founded in New York City on February 16, 1868 under the name "Jolly Corks" by 15 actors, entertainers, and others associated with the theater, and membership soon expanded to other professions; and,

WHEREAS, the Order of the Elks was founded "to promote and practice the four cardinal virtues of Charity, Justice, Brotherly Love, and Fidelity; to promote the welfare and enhance the happiness of its members; to quicken the spirit of American Patriotism and cultivate good fellowship;" and,

WHEREAS, the Order of the Elks is a non-political, non-sectarian and strictly American fraternity, where membership is only through invitation of a member, and may only be extended to American citizens who believe in God, and are of good moral character and at least 21 years old; and,

WHEREAS, the Order of the Elks spends more than \$80 million each year for benevolent, educational and patriotic community-minded programs in such fields as benefitting special needs children, sponsoring Elks National Foundation scholarships, scouting, athletic teams, veterans' works, a national "Hoop Shoot" free-throw contest involving more than 3 million children, physical and occupational therapy programs and patriotic programs; and,

WHEREAS, at the helm of the Grand Lodge, overseeing nationwide operations of the Fraternal Order, is Grand Exalted Ruler **Malcolm McPherson**, originally of Lodge 1505 in Lyndhurst, New Jersey;

NOW THEREFORE BE IT RESOLVED that the Members of the Jersey City Municipal Council hereby recognize and honor **Malcolm McPherson** as he leads the Fraternal Order on the occasion of its 150th anniversary.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: Ben Hob
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.11.18 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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 of the City of Jersey City, N.J.

City Clerk File No. Res. 18-333

Agenda No. 10.E

Approved: APR 11 2018

TITLE:



**A RESOLUTION RECOGNIZING AND HONORING
THOMAS MURPHY, EXALTED RULER OF JERSEY
CITY ELKS LODGE 211**

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

WHEREAS, the **Jersey City Benevolent and Protective Order of the Elks Lodge 211** was established on August 9, 1891 and is celebrating its 127th consecutive year of service to the community; and,

WHEREAS, the **Benevolent and Protective Order of the Elks** is a national organization that is celebrating the 150th year of its founding this year; and,

WHEREAS, the mission of the Elks is "to inculcate the principles of Charity, Justice, Brotherly Love, and Fidelity; to recognize a belief in God; to promote the welfare and enhance the happiness of its Members; to quicken the spirit of American patriotism; to cultivate good fellowship; to perpetuate itself as a fraternal organization, and to provide for its government, the **Benevolent and Protective Order of Elks of the United States of America** will serve the people and communities through benevolent programs, demonstrating that Elks Care and Elks Share; and,

WHEREAS, as part of this important anniversary year for Elks, there will be a national convention in July in San Antonio, TX, and **Jersey City Elks Lodge 211** will proudly be represented there; and,

WHEREAS, the Exalter Ruler of **Jersey City Elks Lodge 211** is **Thomas Murphy**, who oversees his Lodge's thirty committees including Special Needs, Veterans, Youth Services, and Community Programs and Events; and,

WHEREAS, the Grand Exalted Ruler of the Elks' national organization is **Malcolm McPherson**, who is deserving of recognition on the occasion of his organization's 150th year of service to communities throughout the country; and,

NOW THEREFORE BE IT RESOLVED that the Members of the Jersey City Municipal Council hereby recognize and honor **Jersey City Elks Lodge 211** as they celebrate their 127th anniversary.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: *Brian H. Kelly*
Business Administrator

Robert Byrne
Corporation Counsel

Certification Required

Not Required

APPROVED **9-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4 11 18 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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 of the City of Jersey City, N.J.

City Clerk File No. Res. 18-334

Agenda No. 10.F

Approved: APR 11 2018



TITLE:

**A RESOLUTION THANKING DAVID P. DONNELLY
FOR HIS MANY YEARS OF SERVICE TO THE CITY
OF JERSEY CITY**

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

WHEREAS, David Donnelly holds a Zoning Officials' Certificate and a Bachelor of Arts degree in Urban Studies from Rutgers University, and has a prolific and diverse background in public service; and,

WHEREAS, David Donnelly has worked with 31st Legislative District Assemblyman Joseph Doria, and served as a Division Chief of Intergovernmental Relations in the Office of the Hudson County Executive; and,

WHEREAS, outside of Hudson County, David Donnelly has served as Special Assistant to Edison Mayor Jun Choi, worked for Congressman Frank Pallone, and served as Deputy Clerk in the New Jersey General Assembly at the Statehouse in Trenton; and,

WHEREAS, in 2009, David Donnelly ran for and won the Ward B City Council seat in Jersey City, representing the City's West Side on the nine-member Council for one term; and,

WHEREAS, following his term on the City Council, David Donnelly became an Aide to Mayor Steven Fulop, and in 2014 became Executive Director of the Jersey City Redevelopment Agency, New Jersey's largest and oldest municipal redevelopment agency, where he has been responsible for project implementation and oversight within the City's 93 redevelopment areas; and,

WHEREAS, since taking the reins of JCRA, David Donnelly has championed Jersey City's "forgotten" neighborhoods, making Jersey City one of the leaders in the development of abandoned and vacant properties; and,

WHEREAS, in February of 2018, David Donnelly announced his resignation from the JCRA to pursue other opportunities for himself and his family.

NOW, THEREFORE, BE IT RESOLVED by the Members of the Jersey City Municipal Council that **David Donnelly** is hereby thanked for his many years of public service to the people of Jersey City, Hudson County, and the entire State of New Jersey, and wishes him and his family all the best as they begin a new chapter in their lives.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: *Ben Plata*
Business Administrator

Robert Byrne *7:50 A.M.*
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.11.18 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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 of the City of Jersey City, N.J.

City Clerk File No. Res. 18-335

Agenda No. 10-G

Approved: APR 11 2018



TITLE: **A RESOLUTION COMMEMORATING THE 78TH ANNIVERSARY OF THE KATYN FOREST MASSACRE**

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

WHEREAS, in 1940, in the Katyn Forest near Smolensk, Russia, on Josef Stalin's orders, the Soviet Union N.K.V.D. secret police executed and buried in mass graves more than 20,000 Polish soldiers, officers, police officials, politicians, intellectuals, professors, priests, rabbis and many other national leaders who had been taken prisoner when the Soviet Union joined the German Nazi government in an invasion of Poland in September 1939; and

WHEREAS, in 1941, Nazi Germany invaded the Soviet Union, causing the Soviets to ally with Poland. As allies, the Soviets agreed to release Polish prisoners of war. At this time, the Polish government-in-exile realized a large number of prisoners of war were missing. Stalin insisted they had escaped; and

WHEREAS, on April 13, 1943, the Nazi German Army captured the area around Smolensk and discovered the mass graves, announcing to the world that the Soviets were responsible for the massacre. The Soviets accused the Germans of trying to undermine the Allies and blamed the massacre on the German Nazi Army. The Polish government-in-exile requested an investigation by the International Red Cross, which caused the Soviets to break their alliance with Poland and accuse them of treachery. In order to preserve the trilateral alliance against the Nazi Germany, the governments of Britain and the United States chose to overlook the massacre; and

WHEREAS, until the late 1980s, the Soviet Union categorically denied its involvement in the massacre and continued to blame the massacre on the German Nazi Army. In 1989, with the collapse of the Soviet government, Soviet leader Mikhail Gorbachev finally admitted that the Soviet N.K.V.D. had executed the Polish prisoners of war, and confirmed two other burial sites similar to the site at Katyn; and

WHEREAS, a statue dedicated to the Katyn Forest Massacre stands at Exchange Place on the Jersey City waterfront, depicting the wounds suffered by the prisoners of war and the nation of Poland; and

WHEREAS, on Sunday April 8, 2018, the Polish-American Congress, representatives of Polish veteran groups, and the Katyn Forest Massacre Memorial Committee, Inc. will hold a memorial service to honor the memory of the victims of the Katyn Massacre and the victims of the 2010 Smolensk Airplane Crash.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby applaud the efforts of the Polish American Congress and the Katyn Forest Massacre Memorial Committee, Inc. We urge all residents to participate in the memorial service honoring fallen heroes.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
Business Administrator

[Signature] *[Signature]*
Corporation Counsel

Certification Required

Not Required

APPROVED 90

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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 of the City of Jersey City, N.J.

City Clerk File No. Res. 18-336

Agenda No. 10.H

Approved: APR 11 2018

TITLE:



RESOLUTION (1) INTRODUCING AND APPROVING THE 2018-2019 BUDGET OF THE HISTORIC DOWNTOWN SPECIAL IMPROVEMENT DISTRICT; (2) DIRECTING THE CITY CLERK TO PUBLICLY ADVERTISE THE BUDGET AND SCHEDULE A PUBLIC HEARING; AND (3) DIRECTING THE TAX ASSESSOR TO PREPARE AN ASSESSMENT ROLL OF PROPERTIES WITHIN THE DISTRICT BASED UPON THE BUDGET

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, pursuant to N.J.S.A. 40:56-71 et seq., and by the adoption of **Ordinance 92-021** the City of Jersey City established the Historic Downtown Special Improvement District (HDSID) to be operated by the Historic Downtown Special Improvement District Management Corporation; and

WHEREAS, under N.J.S.A. 40:56-80, the District Management Corporation must prepare an annual budget that includes an estimate of the annual costs of operating the district including:

- (1) the costs charged against municipal funds for general street maintenance;
- (2) the costs charged against properties within the District in proportion to the benefits conferred by the annual improvements;
- (3) costs, if any, to be assessed against properties in the District; and

WHEREAS, upon receipt of the budget, the Municipal Council is required to consider the budget, approve the budget, schedule a public hearing and adopt the budget with such amendments as the governing body considers necessary; and

WHEREAS, upon approval of the budget the Tax Assessor is required to prepare an assessment roll listing the properties to be specially assessed in accordance with the budget and calculate the amount of the assessment to be charged to each property; and

WHEREAS, the District Management Corporation of Historic Downtown Special Improvement District has submitted its 2018-2019 fiscal year budget, July 1, 2018 – June 30, 2019 to the Council, a copy of which is attached hereto as Exhibit A; and

NOW, THEREFORE BE IT RESOLVED, with a majority of the full membership of the Council concurring that:

1. The 2018-2019 fiscal year budget, July 1, 2018 – June 30, 2019 of the Historic Downtown Special Improvement District, attached hereto as Exhibit A, was approved by the Historic Downtown Special Improvement District at its January 16, 2018 meeting;
2. The budget as submitted to the City is hereby retroactively introduced and approved, subject to a public hearing prior to adoption.
3. The Tax Assessor is directed to do the following:

City Clerk File No. Res. 18-336
Agenda No. 10-H **APR 11 2018**

TITLE:

- (a) prepare an assessment roll specifying the amounts specifically assessed against each benefitted and assessable property in the District in proportion to the benefit conferred, based upon the approved budget in accordance with the procedures prescribed in N.J.S.A.40:56-80(c). Such assessment roll shall include a description of each property and the names of the owners; and
 - (b) file the assessment roll in the Office of the City Clerk to be available for public inspection.
4. The City Clerk is directed to do the following:
- (a) schedule a public hearing on the budget and the amount of the assessments not less than 28 days from the date of this Resolution;
 - (b) at least 10 days prior to the date of the hearing public (i) a notice setting the time and place of the public hearing on the budget and amounts of the special assessments; and (ii) a copy of the entire budget in a newspaper of general circulation;
 - (c) at least 10 days prior to the date the notice is published, send a copy of the notice of public hearing to the named owners of each property proposed to be assessed; and
 - (d) at least 10 days before the date of the scheduled hearing
 - (i) post a complete copy of the approved budget in City Hall in the customary location for posting public notices;
 - (ii) post a complete copy of the assessment roll in City Hall in the customary location for posting public notices; and
 - (iii) make available a copy of the budget to any person requesting it up to and including the date of the public hearing.
5. Upon approval of the assessment roll with any changes approved by the Council, the City Clerk shall immediately certify a copy of the assessment roll to the County Tax Board to be effective as of July 1, 2018.

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 4.11.18 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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]
Rafaelo R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

**HISTORIC DOWNTOWN
MANAGEMENT CORPORATION**

Special Improvement District- Jersey City
344 Grove St. PMB #52, Jersey City, NJ 07302, 201-547-3554

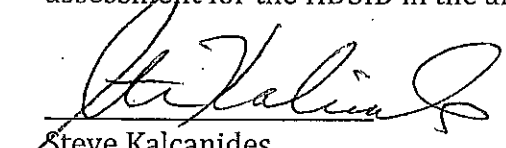
**RESOLUTION APPROVING THE BUDGET FOR THE 2018-2019
FISCAL YEAR OF THE HISTORIC DOWNTOWN SPECIAL
IMPROVEMENT DISTRICT (HDSID)**

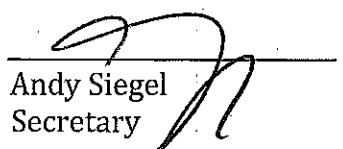
WHEREAS, N.J.S.A. 40:56-25 et. Seq., the state statute authorizing the creation of Special Improvement Districts and the Designation of a District Management Corporation must submit an annual budget for approval by the Municipal Council:
and

WHEREAS, Ordinance #97-021 of the City of Jersey City Municipal Council providing for the Creation of a Historic Downtown Special Improvement District (HDSID) and designation of the Historic Downtown Special Improvement District Management Corporation as the District Management Corporation (DMC):

WHEREAS, pursuant to Article I Section 4 of the By-Laws of the Historic Downtown Special Improvement District:

NOW, THEREFORE BE IT RESOLVED that the HDSID held a meeting on January 16, 2018: and a quorum was present to move and second the submission of the HDSID Fiscal 2018-2019 annual budget to the City Council of the City of Jersey City for a resolution allowing the HDSID to adopt the budget for the purposes of collecting the assessment for the HDSID in the amount of \$299,500.00.

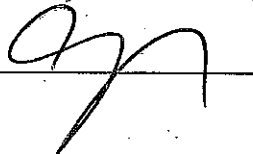

Steve Kalcanides
President


Andy Siegel
Secretary

CERTIFIED to be a true copy of the RESOLUTION adopted by the Historic Downtown Special Improvement District (HDSID) at its meeting on 16th day of January, 2018.

HDSID Secretary, Andy Siegel

Dated



1/16/18

Petitions and Communications

6.z2

Meeting 02.14.18

Historic Downtown Special Improvement District Budget FY 2018-19

| Ordinary Income/Expense | | | 2018-2019 Budget |
|-------------------------|--------|---|----------------------|
| | Income | | |
| | | Revenues | |
| | | Private | |
| 1 | | Commerce Permit Fees Reimbursed | \$ 3,000.00 |
| 2 | | Groove on Grove Vendor Fees | \$ 10,000.00 |
| 3 | | Halloween Vendor Fees | \$ 250.00 |
| 4 | | Holiday Market Vendor Fees | \$ 16,000.00 |
| 5 | | Street Fair Vendor Fees | \$ 52,000.00 |
| 6 | | Street Fair Raffle/Rides | \$ 2,100.00 |
| 7 | | Farmers' Market Fees | \$ 100,000.00 |
| 8 | | Assessment | \$ 299,500.00 |
| 9 | | Total Private | \$ 482,850.00 |
| 10 | | Grants (Sponsorships) | |
| 11 | | Farmers Market Sponsorship | \$ 15,000.00 |
| 12 | | Halloween Sponsorship | \$ 1,000.00 |
| 13 | | Holiday Décor Sponsor | \$ 5,000.00 |
| 14 | | Sponsorships Groove on Grove | \$ 21,000.00 |
| 15 | | Sponsorships Annual Street Fair | \$ 65,000.00 |
| 16 | | Total Grants | \$ 107,000.00 |
| 17 | | Total Revenues | \$ 589,850.00 |
| 18 | | Total Income | \$ 589,850.00 |
| 19 | | Gross Profit | \$ 589,850.00 |
| 20 | | Expenses | |
| 21 | | Meetings & Travel | |
| 22 | | Meals | \$ 6,000.00 |
| 23 | | Meeting Materials (Part of Office Expenses) | \$ - |
| 24 | | Meeting & Travel - Other (Part of Office Expenses) | \$ - |
| 25 | | Parking | \$ 200.00 |
| 26 | | Transportation | \$ 1,650.00 |
| 27 | | | |
| 28 | | Rent | \$ 1,200.00 |
| 29 | | Utilities | \$ - |
| 30 | | Professional Services | |
| 31 | | Postage & PO Box Rental | \$ 1,250.00 |
| 32 | | Accountant - Audit | \$ 3,900.00 |
| 33 | | Accountant - Bookkeeping, Payroll & Tax Preparation | \$ 17,850.00 |
| 34 | | Architect | \$ 5,500.00 |
| 35 | | Fees (Bank & Square) | \$ 3,500.00 |
| 36 | | Insurance | |

| | | | | | |
|----|--|--|-----------------------------|----|------------|
| 37 | | | Dental Insurance | \$ | 1,620.00 |
| 38 | | | D&O Insurance | \$ | 850.00 |
| 39 | | | General Liability | \$ | 16,000.00 |
| 40 | | | Health Insurance | \$ | 23,000.00 |
| 41 | | | Workers Compensation | \$ | 6,500.00 |
| 42 | | | Payroll Expense | | |
| 43 | | | NJ - WF/SWF Company | \$ | 220.00 |
| 44 | | | NJ - Unemployment Tax | \$ | 9,000.00 |
| 45 | | | NJ - Disability Tax | \$ | 1,000.00 |
| 46 | | | Social Security Tax | \$ | 14,500.00 |
| 47 | | | Medicare Tax | \$ | 3,500.00 |
| 48 | | | Federal Unemployment | \$ | 475.00 |
| 49 | | | Administration | | |
| 50 | | | Wages | \$ | 200,000.00 |
| 51 | | | Overtime | \$ | 1,700.00 |
| 52 | | | Bonuses | \$ | 15,000.00 |
| 53 | | | Dues/Subscriptions | \$ | - |
| 54 | | | Telephones | | |
| 55 | | | Internet/Office phone | \$ | 1,700.00 |
| 56 | | | Cell Phones | \$ | 2,520.00 |
| 57 | | | Office Expenses & Supplies | \$ | 10,400.00 |
| 58 | | | Events/Marketing/Promotions | | |
| 59 | | | Banners | \$ | 25,000.00 |
| 60 | | | Equipment Rental | \$ | 16,300.00 |
| 61 | | | Grand Openings | \$ | 2,000.00 |
| 62 | | | Holiday Lights | \$ | 12,000.00 |
| 63 | | | Lighting | \$ | - |
| 64 | | | Marketing Design | \$ | 8,000.00 |
| 65 | | | Music | \$ | 3,800.00 |

| | | | | | |
|----|--|--|---------------------------------|--|---------------|
| 66 | | | PATH Ads | | \$ 12,000.00 |
| 67 | | | Performer/Entertainment | | \$ 7,000.00 |
| 68 | | | Permits | | \$ 4,000.00 |
| 69 | | | Printing/Promotions/Advertising | | \$ 33,500.00 |
| 70 | | | Photography/Video | | \$ 4,700.00 |
| 71 | | | Security | | \$ 17,300.00 |
| 72 | | | Sound/Staging | | \$ 20,000.00 |
| 73 | | | Sponsorships | | \$ 2,000.00 |
| 74 | | | Staffing for Events | | \$ 500.00 |
| 75 | | | Tents | | \$ 10,000.00 |
| 76 | | | Tent Rentals | | \$ 27,000.00 |
| 77 | | | Web Promotion | | \$ 2,500.00 |
| 78 | | | Website | | \$ 4,000.00 |
| 79 | | | Operations | | |
| 80 | | | Landscaping | | \$ 7,150.00 |
| 81 | | | Uniforms | | \$ 8,150.00 |
| 82 | | | Clean Team Supplies | | \$ 9,775.00 |
| 83 | | | Total Expense | | \$ 585,710.00 |
| 84 | | | | | |
| 85 | | | Net Ordinary Income | | \$ 4,140.00 |
| 86 | | | Other Income/Expense | | |
| 87 | | | Other Income | | |
| 88 | | | Interest Income | | \$ 150.00 |
| 89 | | | Total Other Income | | \$ 150.00 |
| 90 | | | Net Other Income | | \$ 150.00 |
| | | | Net Reserves | | \$ 4,290.00 |

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

City Clerk File No. Res. 18-337

Agenda No. 10. I

Approved: APR 11 2018

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, HERBERT PLACE; LIBERTY AVENUE FROM NEWARK AVENUE TO VAN WINKLE AVENUE AND NEWARK AVENUE FROM KENNEDY BOULEVARD TO TONNELE AVENUE BEGINNING 2:00 P.M. AND ENDING MIDNIGHT, SATURDAY, APRIL 14, 2018 FOR THE PURPOSE OF THE BAISHAKHI - SPRING FESTIVAL

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Govonda Sanskar Center & Guru Dhvara Jersey City to close Herbert Place; Liberty Avenue from Newark Avenue to Van Winkle Avenue and Newark Avenue from Kennedy Boulevard to Tonnele Avenue beginning 2:00 p.m. and ending Midnight on Saturday, April 14, 2018 for the purpose of the Baishakhi - Spring Festival; and

WHEREAS, in accordance with the provisions of Section 296-71, 296-72, and Chapter 122, Section 122-8 a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and Chapter 122, Section 122-2 be waived; and

WHEREAS, the request to close Herbert Place; Liberty Avenue and Newark Avenue does not meet the requirements set forth in Section 296-71 as the street closing exceeds one City block; and

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

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Herbert Place; Liberty Avenue from Newark Avenue to Van Winkle Avenue and Newark Avenue from Kennedy Boulevard to Tonnele Avenue beginning 2:00 p.m. and ending Midnight on Saturday, April 14, 2018

APPROVED: *AVD*
Director of Traffic & Transportation

APPROVED: *Jose R. Lomba*
Municipal Engineer

APPROVED: *Bon White*
Business Administrator

APPROVED AS TO LEGAL FORM

BA *751 APC*
Corporation Counsel

AV: pcl
(03.29.18)

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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 – NON-CONTRACTUAL

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

Full Title of Resolution

RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, HERBERT PLACE; LIBERTY AVENUE FROM NEWARK AVENUE TO VAN WINKLE AVENUE AND NEWARK AVENUE FROM KENNEDY BOULEVARD TO TONNELE AVENUE BEGINNING 2:00 P.M. AND ENDING MIDNIGHT, SATURDAY, APRIL 14, 2018 FOR THE PURPOSE OF THE BAISHAKHI – SPRING FESTIVAL

Initiator

| | | |
|---------------------|--|---|
| Department/Division | Administration | Engineering, Traffic and Transportation |
| Name/Title | Andrew Vischio, P.E. at the request of Raju Patel on behalf of the Govonda Sanskar Center & Guru Dhvara Jersey City 813 Newark Avenue JCNJ 07306 201.659.7778 | 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 HERBERT PLACE; LIBERTY AVENUE FROM NEWARK AVENUE TO VAN WINKLE AVENUE AND NEWARK AVENUE FROM KENNEDY BOULEVARD TO TONNELE AVENUE BEGINNING 2:00 P.M. AND ENDING MIDNIGHT, SATURDAY, APRIL 14, 2018

FOR THE PURPOSE OF THE BAISHAKHI – SPRING 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

3/28/18

Date

Department Director

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: Herbert Pl
Liberty Av, Newark Av to Van Winkle Av
Newark Av, Kennedy Blvd to Tonnele Av

BEGINS/ENDS: 2PM/Midnight Saturday, April 14, 2018

TITLE OF EVENT: Baishakhi - Spring Festival

APPLICANT: Raju Patel

ORGANIZATION: Govonda Sanskar Center & Guru Dhvara Jersey City

ADDRESS: 813 Newark Av, Jersey City NJ 07306

PHONE #: 201.659.7778

BEING WAIVED: More than one block closed @ a time

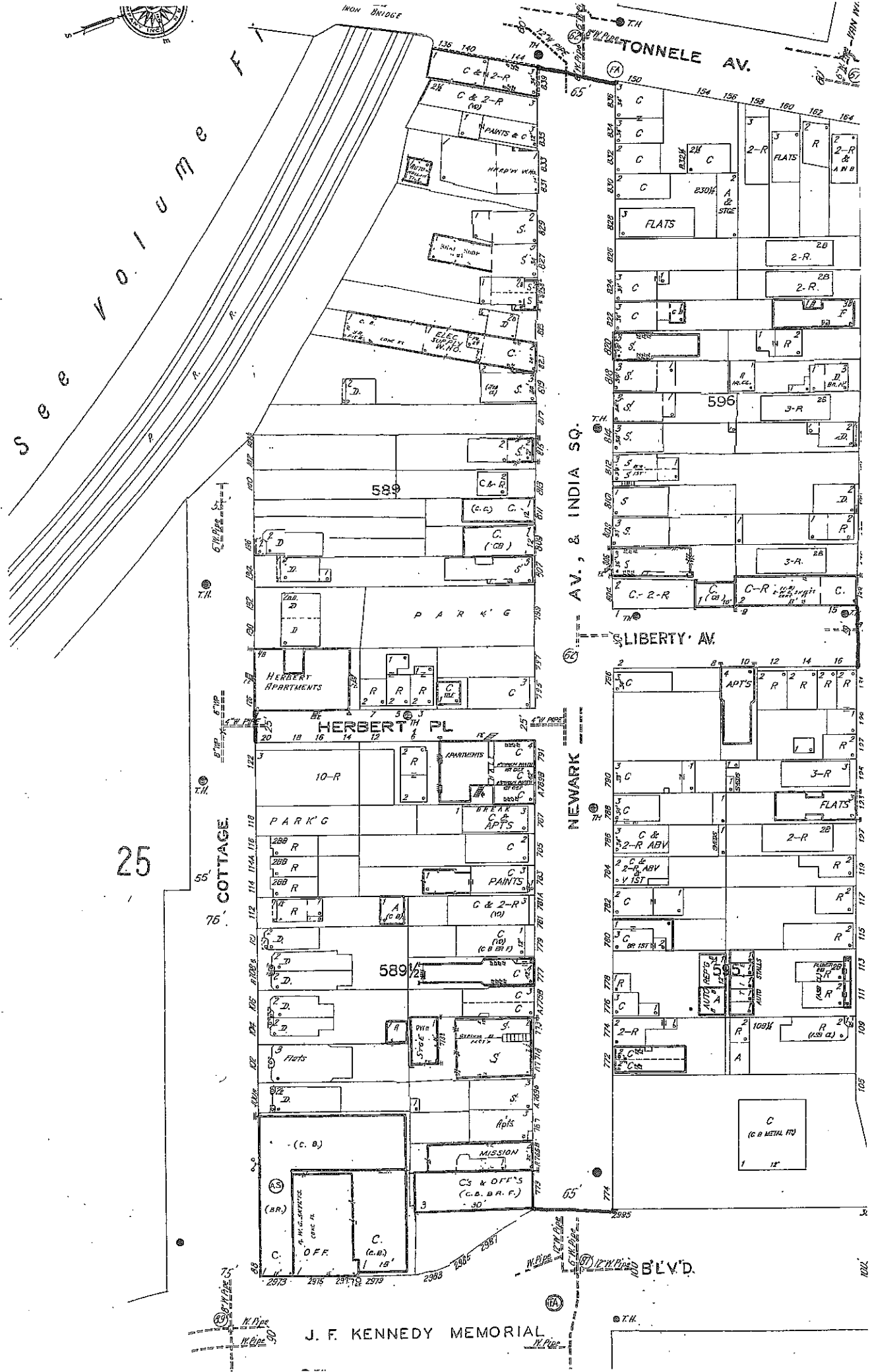
SEE VOLUME F

25

COTTAGE

J. F. KENNEDY MEMORIAL

T.H.





Steven M. Fulop
Mayor

CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

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



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


Signature Page



Christine Goodman
Director

EVENT NAME: GOVINDA SANSKAR BAISHAKHI FESTIVAL 2018 **EVENT DATE:** APRIL 14 2018

EVENT LOCATION: INDIA SQUARE - NEWARK AVE & LIBERTY AVE

OFFICE OF CULTURAL AFFAIRS REVIEWER  Initials of CA Reviewer: *Cultural Affairs Event Plan 4/14/2018*
DocuSigned by: C2E39AE6294247B...

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

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER
 Approved Coordinate On-Duty Personnel Signature of District Commander: *H. C. Felix*
 NOT Approved Coordinate Off-Duty Personnel Comments: off-duty recommended due to attendance DocuSigned by: 810E9898C2C9A77... Date: 3/20/2018

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: *Captain Michael Gajewski*
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ DocuSigned by: 810E9898C2C9A77... Date: 3/21/2018

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

JERSEY CITY FIRE DEPARTMENT
 Approved No Cooking / Open Flame Signature of Fire Official: *Dennis Maher*
 NOT Approved Additional Permits / Inspector Required Comments: one inspector on site DocuSigned by: 810E9898C2C9A77... Date: 3/21/2018

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: _____ DocuSigned by: 53631BBE8A784DE... Date: 3/27/2018

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC
 Acknowledged Pending Council Approval Signature of Traffic Engineer: *Monte Butler*
 Not Applicable Need Completed Signature Page Comments: _____ DocuSigned by: AF1B7F1CEA13494... Date: 3/27/2018

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: DIRECTOR'S OFFICE
 Approved Requiring additional form Signature of DPW Director: _____
 NOT Approved Additional fee will apply 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. 18-338

Agenda No. 10-J

Approved: APR 11 2018

TITLE:



A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, EXCHANGE PLACE BEGINNING 7:00 A.M. AND ENDING 3:00 P.M. SATURDAY, APRIL 21, 2018 AT THE REQUEST OF TEAM WALKER INC. FOR THE PURPOSE OF THE WALK FOR TEAM WALKER

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from Team Walker, Inc. to close Exchange Place beginning 7:00 a.m. and ending 3:00 p.m. Saturday, April 21, 2018 for the purpose of the Walk for Team Walker; and

WHEREAS, in accordance with the provisions of Section 122-8, 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

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

WHEREAS, the request to close Exchange Place does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D); 296.72(B)(2) and 122-2(C) as the event as the event is sponsored by a non-resident and the event will start earlier than 10:00 a.m., the permitted time; 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 122-2 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning 7:00 a.m. and ending 3:00 p.m. Saturday, April 21, 2018.

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature]
Municipal Engineer

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature] 75 Ass.
Corporation Counsel

AV:pl
(03.15.18)

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.11.18 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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 – 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, EXCHANGE PLACE BEGINNING 7:00 A.M. AND ENDING 3:00 P.M. SATURDAY, APRIL 21, 2018 AT THE REQUEST OF TEAM WALKER, INC. FOR THE PURPOSE OF WALK FOR TEAM WALKER

Initiator

| | | |
|---------------------|--|---|
| Department/Division | Administration | Engineering, Traffic and Transportation |
| Name/Title | Andrew Vischio, P.E., at the request of Jerry Walker on behalf of Team Walker, Inc. 373 Communipaw Avenue, JCNJ 201.433.1888 | Director of Traffic & Transportation |
| Phone/email | 201.547.4470 | AVischio@jcnj.org |

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

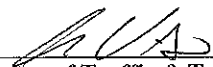
Resolution Purpose

AUTHORIZING THE CLOSING OF EXCHANGE PLACE BEGINNING 7:00 A.M. AND ENDING 3:00 P.M. SATURDAY, APRIL 21, 2018

FOR THE PURPOSE OF THE WALK FOR TEAM WALKER

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

3/20/18

Date

Department Director

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: Exchange Pl

BEGINS/ENDS: 7AM/3PM Saturday, April 21, 2018

PURPOSE OF EVENT: Walk for Teamwalker

APPLICANT: Jerry Walker

ORGANIZATION: Team Walker Inc.

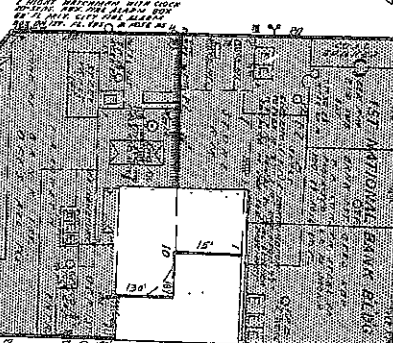
ADDRESS: 373 Communipaw Av, Jersey City NJ 07304

PHONE #: 201.433.1888

BEING WAIVED: Nonresident, start time

5

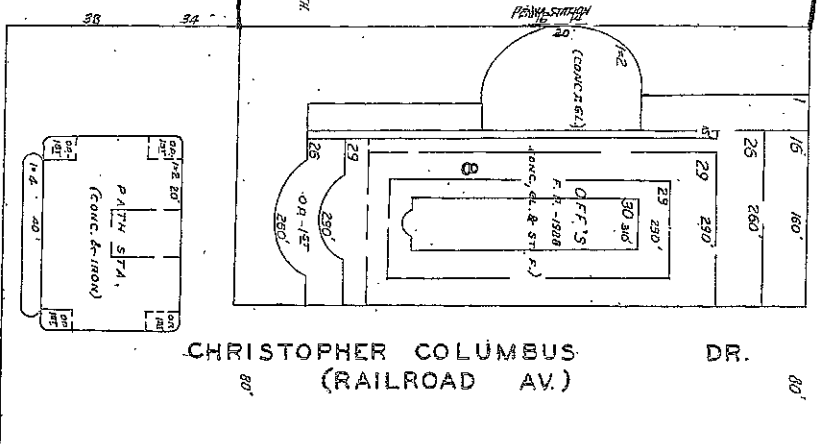
COMMERCIAL TRUST YORK
COS BLDG



NOL CENTER

EXCHANGE PL.

PORT AUTHORITY
TRANS HUDSON CORP.



CHRISTOPHER COLUMBUS
(RAILROAD AV.) DR.

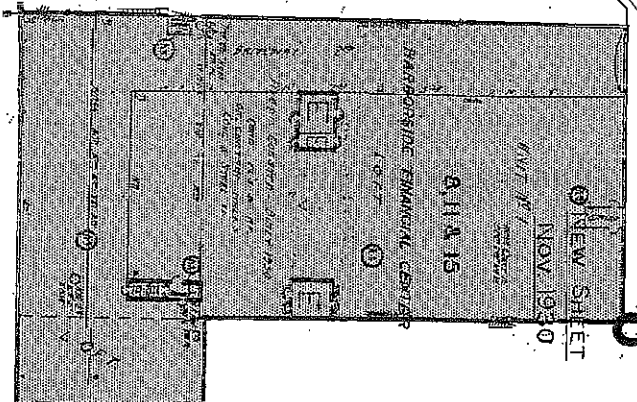
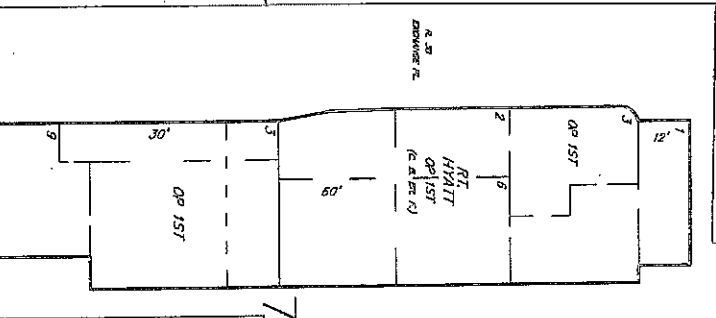
AREA SOUTH OF RAILROAD
AV URBAN RENEWAL SITE

MONTGOMERY

HUDSON

ST
NY TRANSIT TRAM LINE

11



HUDSON ST

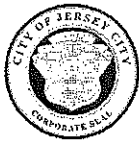
NEW SHEET
NOV 1980

8.11.15

TRANSIT STATION CENTER

100

9



Steven M. Fulop
Mayor

CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

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



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

Signature Page



Christine Goodman
Director

EVENT NAME: TEAM WALKER WALK-A-THON 2018 **EVENT DATE:** APRIL 21 2018

EVENT LOCATION: EXCHANGE PLACE / HUDSON RIVER WALK

OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer: *Cultural Affairs Event 2/16/2018*
DocuSigned by: C2E39AE6294247B...

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

Approved Coordinate On-Duty Personnel Signature of District Commander: *Captain Patricia Cassidy*
 NOT Approved Coordinate Off-Duty Personnel Comments: Date: 3/6/2018
DocuSigned by: 50A370E28973443

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: *Captain Michael Gajewski*
 NOT Approved Coordinate Off-Duty Personnel Comments: Date: 3/7/2018
DocuSigned by: 8108999C2C9A77

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

Acknowledged Date: _____ Signature of Off Duty Coordinator: _____

JERSEY CITY FIRE DEPARTMENT

Approved No Cooking / Open Flame Signature of Fire Official: *Dennis Miller*
 NOT Approved Additional Permits/Inspector Required Comments: Date: 3/7/2018
DocuSigned by: 6052F438041B4E1

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: 3/9/2018
DocuSigned by: 63631BBE8A7640E

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

Acknowledged Pending Council Approval Signature of Traffic Engineer: *Monte Zucker*
 Not Applicable Need Completed Signature Page Comments: Date: 3/12/2018
DocuSigned by: AF1B7F1CEA13459

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: DIRECTOR'S OFFICE

Approved Requiring additional form Signature of DPW Director: _____
 NOT Approved Additional fee will apply 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. 18-339

Agenda No. 10.K

Approved: APR 11 2018

TITLE:



A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, GRAND STREET, EAST OF HUDSON STREET BEGINNING 8:00 A.M. AND ENDING 12:30 P.M. SATURDAY, APRIL 28, 2018 AT THE REQUEST OF JCPD DBA FALLEN OFFICERS FUND FOR THE PURPOSE OF A WALK TO REMEMBER

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from JCPD DBA Fallen Officers Fund to close Grand Street, east of Hudson Street beginning 8:00 a.m. and ending 12:30 p.m. Saturday, April 28, 2018 for the purpose of a Walk to Remember; and

WHEREAS, in accordance with the provisions of Section 122-8, 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and 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 122-2(C) as the event as the event is sponsored by a non-resident and the event will start earlier than 10:00 a.m., the permitted time; 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 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 8:00 a.m. and ending 12:30 p.m. Saturday, April 28, 2018.

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature]
Municipal Engineer

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature] [Signature]
Corporation Counsel

AV:pel
(03.15.18)

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.11.18 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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 – 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 8:00 A.M. AND ENDING 12:30 P.M. SATURDAY, APRIL 28, 2018 AT THE REQUEST OF JCPD DBA FALLEN OFFICERS FUND FOR THE PURPOSE OF A WALK TO REMEMBER

Initiator

| | | |
|---------------------|---|---|
| Department/Division | Administration | Engineering, Traffic and Transportation |
| Name/Title | Andrew Vischio, P.E., at the request of Ed Dolan on behalf of JCPD DBA Fallen Officers Fund 207 Seventh Street, JCNJ 201.776.0698 | Director of Traffic & Transportation |
| Phone/email | 201.547.4470 | 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 8:00 A.M. AND ENDING 12:30 P.M. SATURDAY, APRIL 28, 2018

FOR THE PURPOSE OF A WALK TO REMEMBER

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

3/20/18

Date

Department Director

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: Grand St east of Hudson St

BEGINS/ENDS: 8AM/12:30PM Saturday, April 28, 2018

PURPOSE OF EVENT: Walk to Remember

APPLICANT: Ed Dolan

ORGANIZATION: JCPD DBA Fallen Officers Fund

ADDRESS: 207 Seventh St, Jersey City NJ 07302

PHONE #: 201.726.0698

BEING WAIVED: Nonresident, start time

5

Hudson Co. Hwy

MORRIS

60'

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

HUDSON

10

ST. R.R. TRACKS

BLC. 6 URBAN RENEWAL SITE.

60'

TH

TH

TH

TH

TH

TH

TH

TH

TH

50'

CLOSED

REAR

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

60'

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

17

19

17

19

17

19

17

19

17

19

17

60'

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

TH

GRAND ST

AMERICAN EXPRESS BLDG

C FP-2001 (CUB & CONV)

PEDESTRIAN TRAFFIC ONLY

YORK ST

4

6

RTC - PALMOLIVE - CO. OPEN DOCK

6' W.P.

TH

TH

TH

TH

TH

TH

TH

TH

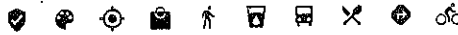
TH



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



Christine Goodman
Director

EVENT NAME: WALK TO REMEMBER 2018 **EVENT DATE:** APRIL 28 2018

EVENT LOCATION: GRAND STREET & HUDSON RIVER WALKWAY

OFFICE OF CULTURAL AFFAIRS REVIEWER  Initials of CA Reviewer: Cultural Affairs Event Planning 2018
C2E39AE6294247B...

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER
 Approved Coordinate On-Duty Personnel Signature of District Commander: Captain Patricia Cassidy
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: 3/7/2018
50A370E2B973443

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: Captain Michael Gajewski
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: 3/8/2018
8108999C20977

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

JERSEY CITY FIRE DEPARTMENT
 Approved No Cooking / Open Flame Signature of Fire Official: Dennis Miller
 NOT Approved Additional Permits / Inspector Required Comments: _____ Date: 3/8/2018
6052F43B041B4E1

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: 3/9/2018
53E31BBE6A7840E

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC
 Acknowledged Pending Council Approval Signature of Traffic Engineer: Monte Zucker
 Not Applicable Need Completed Signature Page Comments: _____ Date: 3/12/2018
AF1B7F1CEA15494

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: DIRECTOR'S OFFICE
 Approved Requiring additional form Signature of DPW Director: _____
 NOT Approved Additional fee will apply 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. 18-340

Agenda No. 10.1.

Approved: APR 11 2018

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, ASTOR PLACE FROM MONTICELLO AVENUE TO CRESCENT AVENUE; BELMONT AVENUE FROM CRESCENT AVENUE TO BERGEN AVENUE; BRINKERHOFF STREET; EMORY STREET; GARDNER AVENUE; HARRISON AVENUE FROM BERGEN AVENUE TO CRESCENT AVENUE AND MONTICELLO AVENUE FROM COMMUNIPAW AVENUE TO JEWETT AVENUE BEGINNING 9:00 A.M. AND ENDING 7:00 P.M. SATURDAY, SEPTEMBER 8, 2018 FOR THE PURPOSE OF THE MONTICELLO AVENUE STREET FESTIVAL

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Jackson Hill Main Street Corporation to close Astor Place from Monticello Avenue to Crescent Avenue; Belmont Avenue from Crescent Avenue to Bergen Avenue; Brinkerhoff Street; Emory Street; Gardner Avenue; Harrison Avenue from Bergen Avenue to Crescent Avenue and Monticello Avenue from Communipaw Avenue to Jewett Avenue beginning 9:00 a.m. and ending 7:00 p.m., Saturday, September 8, 2018 for the purpose of the Monticello Avenue Street Festival; and

WHEREAS, in accordance with the provisions of Sections 296-71, 296-72 and Chapter 122, Section 122-8, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions; and

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

WHEREAS, the request to close Astor Place, Belmont Avenue, Brinkerhoff Street, Emory Street, Gardner Avenue, Harrison Avenue and Monticello Avenue does not meet one or more of the requirements set forth in Sections 296-71 (B)(C)(D) as more than one block at a time will be closed, the event is sponsored by a non-resident and in Sections 296-72(2) and 122-2(C)(1) the event will begin earlier than the 10:00 a.m. permitted start time; and

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

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Astor Place from Monticello Avenue to Crescent Avenue; Belmont Avenue from Crescent Avenue to Bergen Avenue; Brinkerhoff Street; Emory Street; Gardner Avenue; Harrison Avenue from Bergen Avenue to Crescent Avenue and Monticello Avenue from Communipaw Avenue to Jewett Avenue beginning 9:00 a.m. and ending 7:00 p.m., Saturday, September 8, 2018.

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature]
Municipal Engineer

APPROVED: [Signature]
Business Administrator

AV:pl
(03.20.18)

APPROVED AS TO LEGAL FORM

[Signature] [Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.11.18 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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 – NON-CONTRACTUAL

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

Full Title of Resolution

RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, ASTOR PLACE FROM MONTICELLO AVENUE TO CRESCENT AVENUE; BELMONT AVENUE FROM CRESCENT AVENUE TO BERGEN AVENUE; BRINKERHOFF STREET; EMORY STREET; GARDNER AVENUE; HARRISON AVENUE FROM BERGEN AVENUE TO CRESCENT AVENUE AND MONTICELLO AVENUE FROM COMMUNIPAW AVENUE TO JEWETT AVENUE BEGINNING 9:00 A.M. AND ENDING 7:00 P.M. SATURDAY, SEPTEMBER 8, 2018 FOR THE PURPOSE OF THE MONTICELLO AVENUE STREET FESTIVAL

Initiator

| | | |
|---------------------|---|---|
| Department/Division | Administration | Engineering, Traffic and Transportation |
| Name/Title | Andrew Vischio, P.E. at the request of Michele Massey/Judith Moss on behalf of the Jackson Hill Main Street Corporation 99 Monticello Avenue, JCNJ 201.984.0560 | 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 ASTOR PLACE FROM MONTICELLO AVENUE TO CRESCENT AVENUE; BELMONT AVENUE FROM CRESCENT AVENUE TO BERGEN AVENUE; BRINKERHOFF STREET; EMORY STREET; GARDNER AVENUE; HARRISON AVENUE FROM BERGEN AVENUE TO CRESCENT AVENUE AND MONTICELLO AVENUE FROM COMMUNIPAW AVENUE TO JEWETT AVENUE BEGINNING 9:00 A.M. AND ENDING 7:00 P.M. SATURDAY, SEPTEMBER 8, 2018

FOR THE PURPOSE OF THE MONTICELLO AVENUE STREET 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

3/20/18

Date

Department Director

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: Astor Pl, Monticello Av to Crescent Av
Belmont Av, Crescent Av to Bergen Av
Brinkerhoff St
Emory St
Gardner Av
Harrison Av, Bergen Av to Crescent Av
Monticello Av, Communipaw Av to Jewett Av

BEGINS/ENDS: 9AM/7PM Saturday, September 8, 2018

PURPOSE OF EVENT: Monticello Av Street Festival

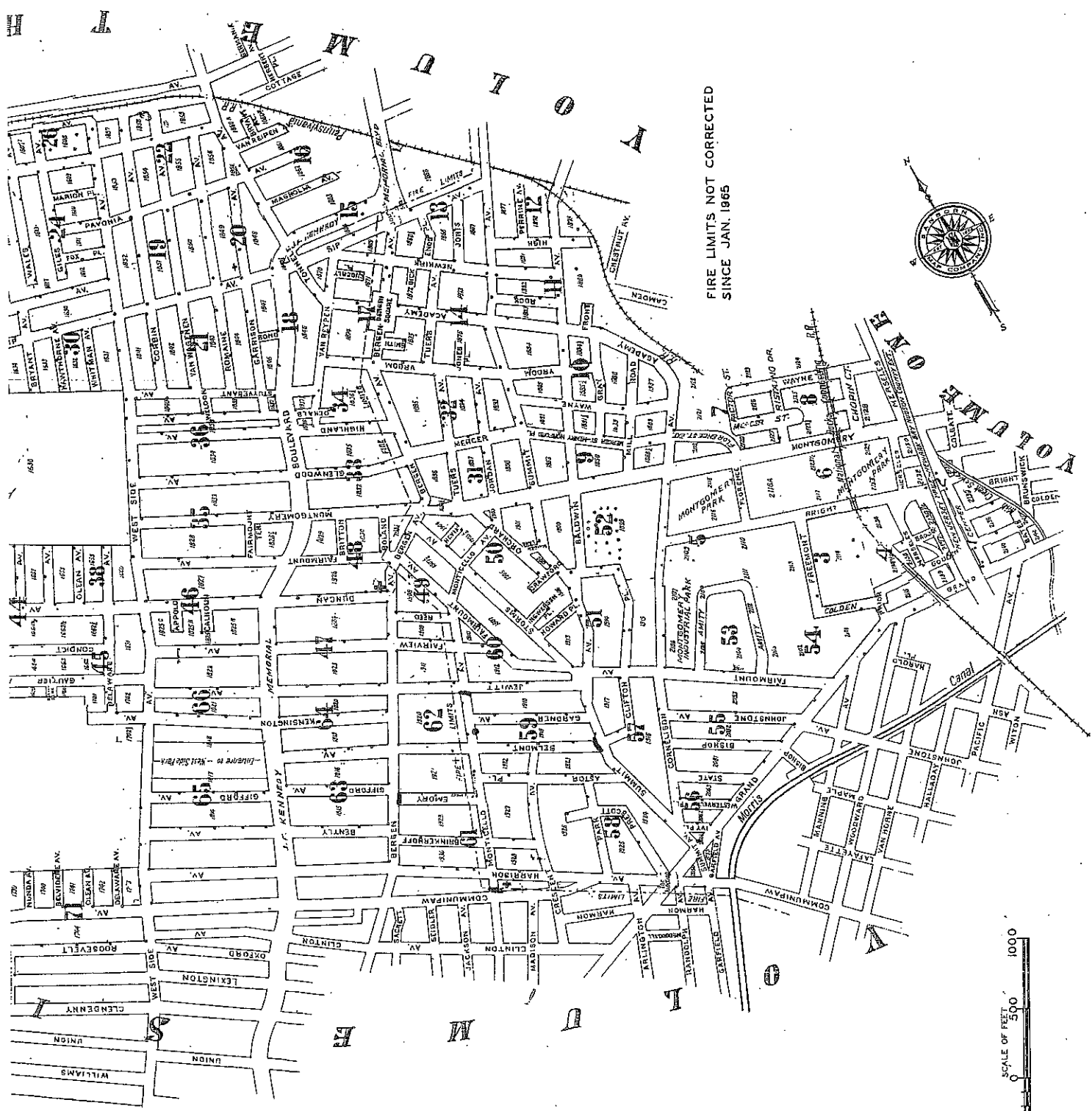
APPLICANTS: Michele Massey/Judith Moss

ORGANIZATION: Jackson Hill Main St Corp.

ADDRESS: 99 Monticello Av, Jersey City NJ 07304

PHONE #: 201.984.0560

BEING WAIVED: More than 1 block closed @ a time, nonresident, start time



FIRE LIMITS NOT CORRECTED
SINCE JAN. 1965



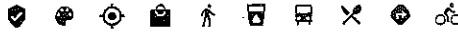
SCALE OF FEET
0 500 1000



Steven M. Fulop
Mayor

CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

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



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


Signature Page



Christine Goodman
Director

EVENT NAME: MONTICELLO AVE STREET FESTIVAL 2018 **EVENT DATE:** SEPT 8 2018

EVENT LOCATION: MONTICELLO AVE

OFFICE OF CULTURAL AFFAIRS REVIEWER  Initials of CA Reviewer: Cultural Affairs Event Planning
DocuSigned by: C2E39AE6294247B...

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

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: Captain Voutsas
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: 2/2/2018
74CAB19CC6574BC

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF
 Approved Coordinate On-Duty Personnel Signature of Police Chief: Captain Michael Gajewski
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: 2/8/2018
810B999C2C9477

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

JERSEY CITY FIRE DEPARTMENT
 Approved: No Open Flame Additional Permits Required Signature of Fire Official: Dennis Miller
 NOT Approved Fire Inspector Required Comments: 1 inspector-hours based on request Date: 2/27/2018
6452819C4434343

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: 2/28/2018
63631B8E8A764DE

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC
 Acknowledged Pending Council Approval Signature of Traffic Engineer: Monte Zucker
 Not Applicable Need Completed Signature Page Comments: _____ Date: 3/12/2018
AF1B7F1CEA13494

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: DIRECTOR'S OFFICE
 Approved Requiring additional form Signature of DPW Director: _____
 NOT Approved Additional fee will apply 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. 18-341

Agenda No. 10.M

Approved: APR 11 2018

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, RING ROAD AND TOWN SQUARE PLACE BEGINNING 5:00 A.M. AND ENDING 2:00 P.M., SUNDAY, SEPTEMBER 16, 2018 FOR THE PURPOSE OF THE NEWPORT LIBERTY HALF-MARATHON

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Newport Property Owners Association to close both Ring Road and Town Square Place beginning 5:00 am. and ending 2:00 p.m. on Sunday, September 16, 2018 for the purpose of the Newport Liberty Half-Marathon; and

WHEREAS, in accordance with the provisions of Section 296-71, 296-72, and Chapter 122, Section 122-8 a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and Chapter 122, Section 122-2 be waived; and

WHEREAS, the request to close both Ring Road and Town Square Place does not meet the requirements set forth in Section 296-71 The street closing exceeds one City block; 296-71(A) At least 2/3 of the area is not residentially zoned; (B) The majority of the owners, residents or tenants of properties fronting upon the block to be closed consent to the closing; and 296-72(2) and 122-2(C) (1) the event will start earlier than the permitted start time of 10:00 a.m.; and

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

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of both Ring Road and Town Square Place beginning 5:00 a.m. and ending 2:00 p.m. on Sunday, September 16, 2018.

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature]
Municipal Engineer

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

AV: pcl
(03.20.18)

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.11.18 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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 – NON-CONTRACTUAL

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

Full Title of Resolution

RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, RING ROAD AND TOWN SQUARE PLACE BEGINNING 5:00 A.M. AND ENDING 2:00 P.M., SUNDAY, SEPTEMBER 16, 2018 FOR THE PURPOSE OF THE NEWPORT LIBERTY HALF-MARATHON

Initiator

| | | |
|---------------------|---|---|
| Department/Division | Administration | Engineering, Traffic and Transportation |
| Name/Title | Andrew Vischio, P.E. at the request of Dan Brannen on behalf of the Newport Property Owners Association, 4 Strawberry Ln, Morristown, New Jersey 201.665.4005 | Director of Traffic & Transportation |
| Phone/email | 201.547.4419 | AVischio@cnj.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 BOTH RING ROAD AND TOWN SQUARE PLACE BEGINNING 5:00 A.M. AND ENDING 2:00 P.M., SUNDAY, SEPTEMBER 16, 2018

FOR THE PURPOSE OF THE NEWPORT LIBERTY HALF-MARATHON

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

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

3/20/18

Date

Department Director

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: Ring Rd, Town Sq Pl

BEGINS/ENDS: 5AM/2PM Sunday, September 16, 2018

PURPOSE OF EVENT: Newport Liberty Half-Marathon

APPLICANTS: Dan Brannen

ORGANIZATION: Newport Property Owners Association

ADDRESS: 4 Strawberry Ln, Morristown NJ 07960

PHONE #: 201.665.4005

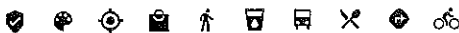
BEING WAIVED: More than 1 block closed @ a time, nonresident, start time



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



Christine Goodman
Director

EVENT NAME: NEWPORT HALF MARATHON 2018 **EVENT DATE:** SEPT 16 2018

EVENT LOCATION: TOWN SQUARE PLACE

OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer: Cultural Affairs Event Plat
C2E39AE6284247B...

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

- Approved
- NOT Approved
- Coordinate On-Duty Personnel
- Coordinate Off-Duty Personnel

Signature of District Commander: Captain Patricia Cassidy
50A370E2B973443 Date: 2/2/2018

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

- Approved
- NOT Approved
- Coordinate On-Duty Personnel
- Coordinate Off-Duty Personnel

Signature of District Commander: _____
Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

- Approved
- NOT Approved
- Coordinate On-Duty Personnel
- Coordinate Off-Duty Personnel

Signature of District Commander: _____
Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

- Approved
- NOT Approved
- Coordinate On-Duty Personnel
- Coordinate Off-Duty Personnel

Signature of District Commander: _____
Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

- Approved
- NOT Approved
- Coordinate On-Duty Personnel
- Coordinate Off-Duty Personnel

Signature of Police Chief: Captain Michael Gajewski
6108889C2C9477 Date: 2/8/2018

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

- Acknowledged

Date: _____ Signature of Off Duty Coordinator: _____

JERSEY CITY FIRE DEPARTMENT

- Approved: No Open Flame
- NOT Approved
- Additional Permits Required
- Fire Inspector Required

Signature of Fire Official: Dennis Miller
6052F438041B4E1 Date: 2/27/2018

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

- Approved
- NOT Approved
- Coordinate On-Duty Personnel
- Coordinate Off-Duty Personnel

Signature of Police Director: Bill O'Donnell
53631BBE8A78406 Date: 2/28/2018

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

- Acknowledged
- Not Applicable
- Pending Council Approval
- Need Completed Signature Page

Signature of Traffic Engineer: Monte Zucker
AF1B7F1CEA15464 Date: 3/20/2018

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

- No Food will be Sold
- Food will be Sold
- Vendor List Required
- Health Inspector Required

Signature of Health Officer: _____
Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF RECREATION

- Stage Request: Approved
- Stage: NOT Approved

Signature of Stage Coordinator: _____
Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIRECTOR'S OFFICE

- Approved
- NOT Approved
- Requiring additional form
- Additional fee will apply

Signature of DPW Director: _____
Comments: _____ Date: _____

JERSEY CITY DIVISION OF RISK MANAGEMENT

- COI is Approved
- COI is NOT Approved
- Waiver request is Approved
- Waiver request is NOT Approved

Signature of Risk Manager: _____
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. 18-342

Agenda No. _____ 10.N

Approved: _____ APR 11 2018

TITLE:



RESOLUTION AUTHORIZING THE WAIVER OF THE TWENTY DAY WAITING PERIOD PRIOR TO THE EFFECTIVE DATE OF CITY ORDINANCE 18-025 PURSUANT TO N.J.S.A. 40:69A-181(b)

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, at its meeting of April 11, 2018, the Municipal Council adopted Ordinance 18-025 amending Chapter 3 of the Jersey City Municipal Code, which amended and supplemented various Articles and affecting different Departments within the City's Administration; 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 this ordinance becomes effective immediately in order to insure that the departmental reorganizations take effect as soon as possible to ensure an immediate more efficient administration of the government, which is also in the best interest of the City of Jersey City.

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 on the record; and
2. Pursuant to N.J.S.A. 40:69A-181(b) the 20-day waiting period prior to the effective date of Ordinance 13-081 is hereby waived so that this Ordinance may become effective immediately.

BD/he
3/29/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: Ben M.A.
Business Administrator

BA 78 Apr
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| 4.11.18 | | | | | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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 – 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 WAIVER OF THE TWENTY DAY WAITING PERIOD PRIOR TO THE EFFECTIVE DATE OF CITY ORDINANCE 18-025 PURSUANT TO N.J.S.A. 40:69A-181(b)

Initiator

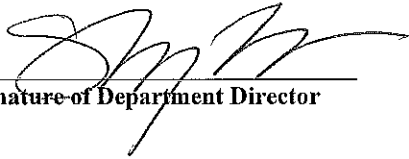
| | | |
|---------------------|-------------------------|-------------------|
| Department/Division | Health & Human Services | Director's Office |
| Name/Title | Stacey L. Flanagan | Director |
| Phone/email | Tel.: (201) 547-6800 | sflanagan@cnj.org |

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

Resolution Purpose

Since the Dept. of Health & Human Services has moved to a new space, and given the lack of space in the Resident Response Center, it is best we transition the staff to appropriate desks as soon as possible.

I certify that all the facts presented herein are accurate.



Signature of Department Director

3/29/18
Date

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

City Clerk File No. Res. 18-343

Agenda No. 10.0

Approved: APR 11 2018

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 364 NEW YORK AVENUE, A/K/A BLOCK 2304, LOT 08, F/K/A BLOCK 786, LOT 149

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on January 19, 2005, Mildred Dmytrow (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 \$5,530.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 12452 at Page 00031 of the Register of Deeds for Hudson County on February 10, 2005; 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 364 New York Avenue, Jersey City, also known as Block 2304, Lot 08, f/k/a Block 786, Lot 149; and

WHEREAS, five (5) years have passed since the loan was made and the City is satisfied that the Borrower both owned and occupied the property throughout the term of the mortgage. Therefore, 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 \$5,530.00 affecting 364 New York Avenue, Jersey City, also known as Block 2304, Lot 08, f/k/a Block 786, Lot 149.

JML/he
4/02/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: Bon HAD
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.11.18 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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 – 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: 364 New York Avenue, Jersey City, NJ 07307

Initiator

| | | |
|-----------------------------|-------------------------------|--------------------------------------|
| Department/Division: | HEDC | Community Development |
| Name/Title: | Bill Lenahan <i>BL</i> | 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: 364 New York Avenue, Jersey City, NJ 07307

Block: 786 Lot: 149

HORP/SHRP Mortgage Amount: \$5,530.00

Execution Date of HORP/SHRP Mortgage: January 19, 2005

Recording Date of HORP/SHRP Mortgage: February 10, 2005 Book: 12452 Page: 00031

Basis for Discharge of Mortgage:

Maturity of HORP/SHRP Mortgage: January 19, 2010
Maturity Date

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

I certify that all the facts presented herein are accurate.

[Signature]

Signature of Department Director

3-27-2018
Date

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

City Clerk File No. Res. 18-344
 Agenda No. 10.P
 Approved: APR 11 2018
 TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 17 BAYSIDE PLACE, A/K/A BLOCK 25202, LOT 49, F/K/A BLOCK 1471.C, LOT 18

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on August 16, 2004, Harry Williams (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to him in the amount of \$5,817.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 11976 at Page 00070 of the Register of Deeds for Hudson County on September 24, 2004; 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 17 Bayside Place, Jersey City, also known as Block 25202, Lot 49, f/k/a Block 1471.C, Lot 18; and

WHEREAS, five (5) years have passed since the loan was made and the City is satisfied that the Borrower both owned and occupied the property throughout the term of the mortgage. Therefore, 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 \$5,817.00 affecting 17 Bayside Place, Jersey City, also known as Block 25202, Lot 49, f/k/a Block 1471.C, Lot 18.

JML/he
4/02/18

APPROVED: _____ APPROVED AS TO LEGAL FORM
 APPROVED: [Signature] _____
 Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.11.18 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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 Business Administrator to execute a Discharge of Mortgage affecting real property located at: 17 Bayside Place, Jersey City, NJ 07305

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: 17 Bayside Place, Jersey City, NJ 07305

Block: 1471.C Lot: 18

HORP/SHRP Mortgage Amount: \$5,817.00

Execution Date of HORP/SHRP Mortgage: August 16, 2004

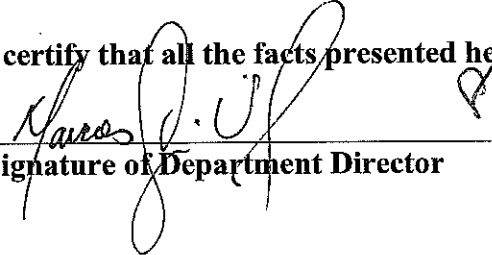
Recording Date of HORP/SHRP Mortgage: September 24, 2004 Book: 11976 Page: 00070

Basis for Discharge of Mortgage:

Maturity of HORP/SHRP Mortgage: August 16, 2009
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

3-27-2018
Date

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

City Clerk File No. Res. 18-345

Agenda No. 10.Q

Approved: APR 11 2018

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 51A BAYVIEW AVENUE, A/K/A BLOCK 24101, LOT 15, F/K/A BLOCK 1475, LOT 20.A

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on May 23, 2005, Irene Harrington (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 \$6,000.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 13157 at Page 00154 of the Register of Deeds for Hudson County on July 28, 2005; 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 51A Bayview Avenue, Jersey City, also known as Block 24101, Lot 15, f/k/a Block 1475, Lot 20.A; and

WHEREAS, five (5) years have passed since the loan was made and the City is satisfied that the Borrower both owned and occupied the property throughout the term of the mortgage. Therefore, 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 51A Bayview Avenue, Jersey City, also known as Block 24101, Lot 15, f/k/a Block 1475, Lot 20.A.

JML/he
4/02/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: *Dr. M. A.*
Business Administrator

Robert Byrne
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| 4-11-18 | | | | | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
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: 51 A Bayview Avenue, Jersey City, NJ 07305

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: 51 A Bayview Avenue, Jersey City, NJ 07305

Block: 1475 Lot: 20.A

HORP/SHRP Mortgage Amount: \$6,000.00

Execution Date of HORP/SHRP Mortgage: May 23, 2005

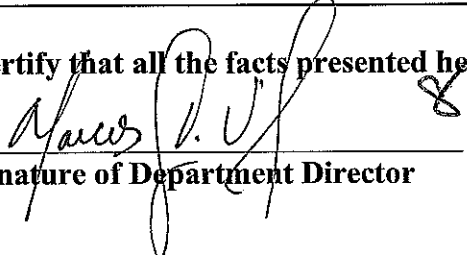
Recording Date of HORP/SHRP Mortgage: July 28, 2005 Book: 13157 Page: 00154

Basis for Discharge of Mortgage:

Maturity of HORP/SHRP Mortgage: May 23, 2010
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

3-27-2018
Date

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

City Clerk File No. Res. 18-346

Agenda No. 10.R

Approved: APR 11 2018

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 36 PARK STREET, A/K/A BLOCK 17003, LOT 15, F/K/A BLOCK 1925, LOT S

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on February 24, 2006, Roberta Wilson (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 \$10,500.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 14164 at Page 00043 of the Register of Deeds for Hudson County on March 15, 2006; 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 36 Park Street, Jersey City, also known as Block 17003, Lot 15, f/k/a Block 1925, Lot S; and

WHEREAS, five (5) years have passed since the loan was made and the City is satisfied that the Borrower both owned and occupied the property throughout the term of the mortgage. Therefore, 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 \$10,500.00 affecting 36 Park Street, Jersey City, also known as Block 17003, Lot 15, f/k/a Block 1925, Lot S.

JML/he
4/02/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: Ben Malt
Business Administrator

Roberto A. Lavarro
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.11.18 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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 of the City of Jersey City, N.J.

City Clerk File No. Res. 18-347
 Agenda No. 10.S
 Approved: APR 11 2018
 TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 103 WILKINSON AVENUE, A/K/A BLOCK 23502, LOT 38, F/K/A BLOCK 1311, LOT 11

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on January 14, 2005, Annie Coppedge (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 \$5,530.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 12452 at Page 00061 of the Register of Deeds for Hudson County on February 10, 2005; 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 103 Wilkinson Avenue, Jersey City, also known as Block 23502, Lot 38, f/k/a Block 1311, Lot 11; and

WHEREAS, five (5) years have passed since the loan was made and the City is satisfied that the Borrower both owned and occupied the property throughout the term of the mortgage. Therefore, 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 \$5,530.00 affecting 103 Wilkinson Avenue, Jersey City, also known as Block 23502, Lot 38, f/k/a Block 1311, Lot 11.

JML/he
4/02/18

APPROVED: _____ APPROVED AS TO LEGAL FORM
 APPROVED: Ben Mott JA Ass
 Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.11.18 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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 – 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: 103 Wilkinson Avenue, Jersey City, NJ 07305

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: 103 Wilkinson Avenue, Jersey City, NJ 07305

Block: 1311 Lot: 11

HORP/SHRP Mortgage Amount: \$5,530.00

Execution Date of HORP/SHRP Mortgage: January 14, 2005

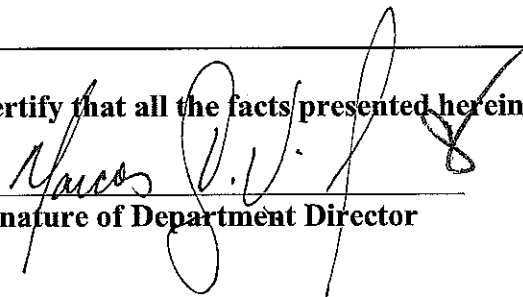
Recording Date of HORP/SHRP Mortgage: February 10, 2005 Book: 12452 Page: 00061

Basis for Discharge of Mortgage:

Maturity of HORP/SHRP Mortgage: January 14, 2010
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

3-27-2018
Date

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

City Clerk File No. Res - 18-348

Agenda No. 10.T

Approved: APR 11 2018

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACT
WITH THE JERSEY CITY HOUSING AUTHORITY – THOMAS J. STEWART
APARTMENTS (88-92 ERIE STREET)**

WHEREAS, on September 28, 2005 the City of Jersey City adopted Ordinance 05-130 amending and supplementing Chapter 304, Article VI (Long Term Tax Exemptions) of the Jersey City code that established an Affordable Housing Trust Fund (AHTF) from recipients of long term tax exemptions to adopt a spending plan; and

WHEREAS, said spending plan authorizes the City to enter into contract with for profit or non-profit entities, organized under state and federal law for the purpose of constructing affordable housing; and

WHEREAS, the eligible applicant must provide proof that it is the recipient of funds from other public or private source(s) that together with the AHTF will constitute sufficient funds to complete the proposed project; and

WHEREAS, the Jersey City Housing Authority – Thomas J. Stewart Apartments proposes the rehabilitation and preservation of forty-eight (48) affordable housing senior rental units for households at approximately 0-50% AMI; and

WHEREAS, the Jersey City Housing Authority – Thomas J. Stewart Apartments will be located at 88-92 Erie Street, Jersey City, New Jersey 07302; Block 11304 Lot 15; and

WHEREAS, the total project cost is approximately \$3,026,386. Proposed financing will consist of the following identified sources in several phases: Affordable Housing Trust Funds - \$1,000,000; HMFA - \$986,215; HUD Capital Funds - \$988,066, Sandy Insurance Proceeds - \$52,105; and

WHEREAS, the Affordable Housing Trust Fund Review Committee has approved this request for funding and City Council recommended the project through Resolution 17-738 to receive one-million-dollars (\$1,000,000) in Jersey City Affordable Housing Trust Funds.


TITLE: **APR 11 2018**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
 AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACT
 WITH THE JERSEY CITY HOUSING AUTHORITY - THOMAS J. STEWART
 APARTMENTS (88-92 ERIE STREET)**

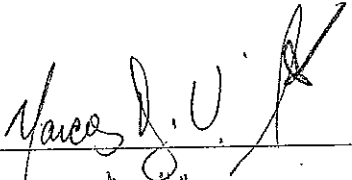

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

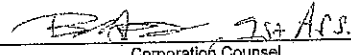
- 1) The Mayor and / or Business Administrator is hereby authorized to enter into an Affordable Housing Trust Fund (AHTF) Contract, in substantially the form attached hereto, with the Housing Authority of Jersey City for the rehabilitation and preservation of forty-eight (48) affordable housing senior rental units.
- 2) Subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements and such other documents deemed necessary to secure loans under the Affordable Housing Trust Fund (AHTF). The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development (DCD) and shall be in accordance with all laws, rules and regulations applicable to the program.

I, Donna L. Mauer, hereby certify that sufficient funds in the amount of \$1,000,000 are available in the AHTF Account No. 17-293-56-000-025 (PO#128716).


 Donna L. Mauer
 Chief Financial Officer

JL
 3-29-18

APPROVED: 
 APPROVED: 
 Business Administrator

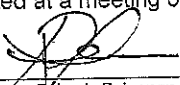
APPROVED AS TO LEGAL FORM

 Corporation Counsel

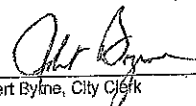
Certification Required
 Not Required **APPROVED 9-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4-11-18 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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 OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACT WITH THE JERSEY CITY HOUSING AUTHORITY – THOMAS J. STEWART APARTMENTS (88-92 ERIE STREET)

Initiator

| | | |
|---------------------|--------------|------------------------------------|
| Department/Division | HEDC | Community Development |
| Name/Title | Golda Speyer | Affordable Housing Project Manager |
| Phone/email | 201-547-4314 | GSpeyer@cnj.org |

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

Resolution Purpose

City Council approval to authorize the Division of Community Development to enter into a Contract Agreement with the Jersey City Housing Authority in the amount of \$1,000,000 in Affordable Housing Trust Funds for the re habilitation and preservation of 48 senior affordable housing rental units.

I certify that all the facts presented herein are accurate.


Signature of Department Director

3-23-18
Date

Memorandum

To: City Council Members
From: Golda Speyer, Affordable Housing Project Manager
Date: March 22, 2018
Re: Thomas J. Stewart Senior Rental Affordable Housing Resolution

This memorandum details the scope of project known as the Thomas J. Stewart Senior Affordable Housing Apartment Project.

The project involves the rehabilitation and preservation of a six-story elevator building built circa 1898 with forty-eight (48) units of low income senior housing located at 88-92 Erie Street – Ward E. The building was originally a factory warehouse and undergone adaptive reuse in 1981 to house low-income public housing seniors. The project is a registered Historic Landmark with approval for the anticipated renovations from the State Historic Preservation Office. The rehabilitation of the project scope includes:

- Interior common areas
- Substantial repairs to individual units
- Repairs to the roof
- Provide a generator system to maintain power in the event of another Superstorm

The City will place a mortgage and dead restriction of twenty (20) years on the property, which will place the 48 units on an affordability control for low-income senior housing. The following table make up the project's sources of funds:

| Permanent Source | Amount |
|----------------------------------|---------------------|
| 1st mortgage: HMFA (Closed) | \$ 986,215 |
| 2nd mortgage: Jersey City AHTF | \$ 1,000,000 |
| JCHA CAPITAL FUNDS 2015,16,17,18 | \$ 410,000 |
| JCHA CAPITAL FUNDS 2019 & 2020 | \$ 578,066 |
| SANDY INSURANCE PROCEEDS | \$ 52,105 |
| Total Source of Funds: | \$ 3,026,385 |

If you have any questions, please call me at extension 4314.

Thomas J. Stewart Apartments

PROJECT SUMMARY

PROPERTY MANAGEMENT

Jersey City Housing Authority
 Asset Manager, Luz Santana
 88-92 Erie Street, Jersey City, NJ 07302-2400
 Phone: (201) 706-4778
 Fax: (201) 547-3823

YEAR ACQUIRED

1983

DEVELOPMENT PROFILE

| Type | #/Units | #/HC Units | Size |
|--------------|-----------|------------------------|--------------|
| 0 Bedroom | 8 | 1 HC/1 H&VI | 490 SF |
| 1 Bedroom | 40 | 2 HC/5 H&VI | 575 SF (AV.) |
| Total | 48 | 3 HC/6 H&VI | |

Dwelling units: 48 Non-dwelling units: 0
Number of buildings: 1 Number of stories: 6 Site Size: 0.23 acres

Amenities/Special Features:

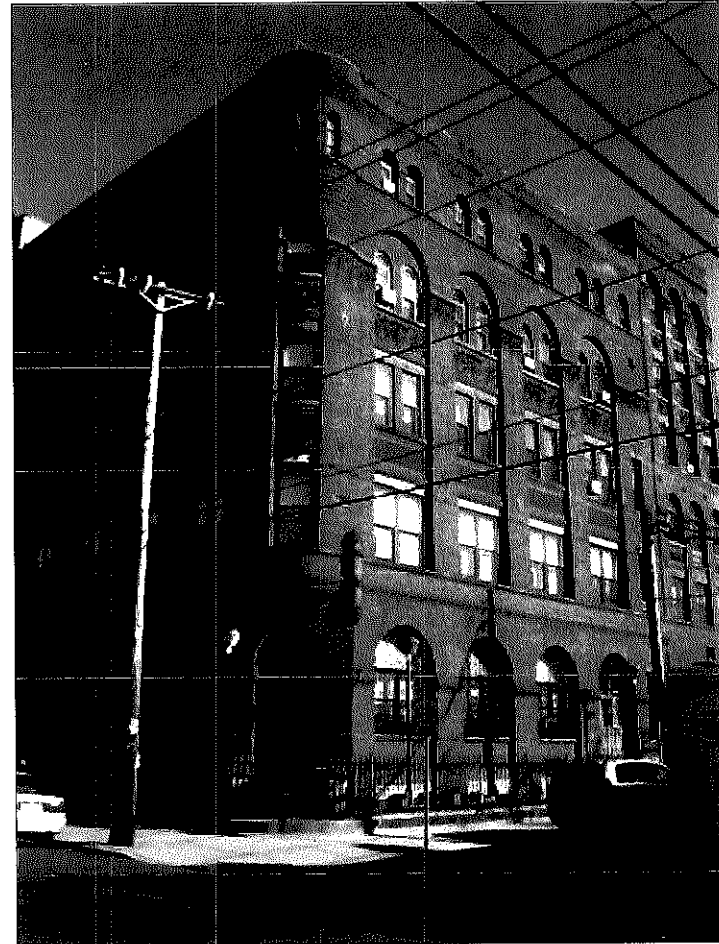
Features include a Manager's Office (100 SF), Maintenance Shop (65 SF), Community Room (600 SF), Storage (48 SF) and Laundry Room Facilities. Building amenities include a rooftop communal space.

CONSTRUCTION TYPE

Six story (with basement) masonry mid-rise building with brick veneer and built up flat roof.

DEVELOPMENT TYPE

Public housing (elevator type) rental apartments accommodating senior citizens.



**CONTRACT BETWEEN
CITY OF JERSEY CITY
AND
THE HOUSING AUTHORITY OF JERSEY CITY
FOR AWARD OF
FUNDS
FROM THE AFFORDABLE HOUSING TRUST FUND**

PRELIMINARY STATEMENT AND DEFINITIONS

This Agreement (hereinafter referred to as the "Agreement"), made on the _____, day of _____ 2017 by and between the **CITY OF JERSEY CITY**, a Municipal corporation of the State of New Jersey, 280 Grove Street, Jersey City, N.J. 07302, (hereinafter referred to as "Jersey City" or "City") and the **HOUSING AUTHORITY OF JERSEY CITY** a **public body corporate and politic** organized and existing under the Laws of the State of New Jersey, having its principal place of business at 400 US Highway #1, Jersey City, NJ 07306 (hereinafter referred to as "Developer"); and

WHEREAS, N.J.S.A. 40A:20-1 et seq. authorizes municipalities to grant long term tax exemptions from annual property taxes; and

WHEREAS, the City has Long required developers and other recipients of Long term tax exemptions to contribute funds for the rehabilitation or construction of affordable housing; and

WHEREAS, the City has established an Affordable Housing Trust Fund ("AHTF"), for the rehabilitation or construction of affordable housing or the preservation of existing low or moderate income affordable housing, and codified the guidelines and requirements, for receiving a Long term tax exemption, at Section 304-28 of the City Code; and

WHEREAS, on September 28, 2005 the City of Jersey City adopted Ordinance 05-130, amending and supplementing Chapter 304, Article VI (Long Term Tax Exemptions) of the Jersey City code, that established an Affordable Housing Trust Fund (AHTF) generated from fees from recipients of Long term tax exemptions and adopted a spending plan for the AHTF; and

WHEREAS, on November 21, 2006 the Municipal Council adopted Ordinance 06-144 amending the AHTF spending plan (Ordinance 05-130) to allow AHTF recipients to utilize AHTF funds for property acquisition in limited instances, and to clarify fund dedications; and

WHEREAS, said spending plan authorizes the City to enter into contracts with public entities, for profit entities, or non-profit entities organized under State and Federal Law for the purpose of constructing, rehabilitating and preserving affordable housing; and

WHEREAS, the Division of Community Development, (hereafter referred to as the "DCD") is the City Division responsible for administering the Affordable Housing Trust Funds; and

WHEREAS, the **Housing Authority of Jersey City** is the developer of **Thomas J. Stewart Senior Apartments** with **48 units** earmarked for affordable low income senior rental housing at **88-92 Erie Street, Jersey City, NJ 07302; Block 11304 Lot 15; Ward E;** and

WHEREAS, the City on _____ XX, 2018, by Resolution number **18.XXX** authorized the execution of Affordable Housing Trust Fund (AHTF) Contract with the **Housing Authority of Jersey City** for **Thomas J. Stewart Senior Apartments project** (the "Resolution"); and

WHEREAS, the Department of Housing, Economic Development and Commerce (HEDC) believes this project will enable the City to develop affordable housing for low income senior persons in compliance with the intent of the Affordable Housing Trust Fund spending plan.

WITNESSETH: Now, therefore, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the parties, the undersigned agree:

DEFINITIONS:

The parties hereto agree that, unless the context otherwise specifies or requires the following terms shall have the meanings specified below, such definitions to be applicable equally to the singular and plural forms of such terms:

AFFORDABLE HOUSING TRUST FUND: The Affordable Housing Trust Fund (AHTF) is a trust fund of the City dedicated to the rehabilitation and preservation of existing low or moderate income affordable senior housing or the construction of new low income affordable housing, as those terms are defined in the Fair Housing Act, N.J.S.A. 52:27-301 et seq., and any regulations promulgated thereunder.

AIA: The American Institute of Architects (AIA), which prepares and publishes (with the consensus of owners, contractors, attorneys, architects, engineers, and others) various "AIA Contract Documents," which are widely-accepted, comprehensive contracts and forms that define relationships and terms involved in design and construction projects.

AIA DOCUMENT G702: An industry standard document which is designed and published by the AIA, for the purpose of establishing uniformity in the practice of applying for and certifying construction payments.

AJA DOCUMENT G703: The continuation sheet for an AIA G703 document.

CERTIFICATE OF OCCUPANCY: A document issued by the City which certifies a unit has been inspected and is habitable, that it satisfies the Building Code and related codes thereto, and is in conformance with the site plan for the project.

DEVELOPER: The entity that develops a project that provides housing units within Jersey City

which fulfill the conditions of this contract.

DIVISION OF COMMUNITY DEVELOPMENT (DCD): A division of the City Department of Housing and Economic Development and Commerce, charged with overseeing affordable housing developments within the City.

ELIGIBLE COST: Cost deemed by the City to be eligible development expenditures by a Developer for which AHTF funds can be awarded.

FORECLOSURE: The termination through legal process of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a unit covered by a recorded mortgage.

GROSS ANNUAL INCOME: The total amount of all sources of a household's income including but not limited to salary, wages, interest, dividends, alimony, pensions, social security, business and capital gains, tips on income reported to the Internal Revenue Service (IRS).

HOUSEHOLD: The person or persons occupying a housing unit.

HUD: The U.S. Department of Housing and Urban Development.

HOUSING PROJECT: A housing development to be financed in part by use of AHTF funds.

LOW INCOME HOUSING: Housing which is affordable to a household whose Gross Annual Income does not exceed 50 percent of the median income for the area, as defined by HUD or COAH, as applicable.

MODERATE INCOME HOUSING: Housing which is affordable to a household whose Gross Annual Income is more than 50 percent, but less than 80 percent of the median Gross Annual Income for households of the same size for the area as defined by HUD

MEDIAN INCOME INDEX: The percentage by which the median income figures, established by the U.S. Department of Housing and Urban Development, changes each year for every area in the state.

OWNER: The title holder of record as same is reflected in the most recently dated and recorded deed for the affordable housing project.

PROJECT: The rehabilitation and preservation of **48 units** of low income senior rental housing as more particularly described in the Resolution.

SPONSOR: Responsible for ensuring completion of the project and implementing the redevelopment plan if applicable.

UNIT: A residential dwelling built according to construction plans reviewed and approved by the City.

Section 1. Project Description

The Housing Authority of Jersey City will utilize **one-million-dollars (\$1,000,000)** in Affordable Housing Trust Funds to rehabilitate and preserve **forty-eight (48)** units of low income senior rentals housing as described in Attachment "A".

PROJECT NAME: Thomas J. Stewart Senior Apartments Project

ADDRESS: 88-92 Erie Street

Block: 11304 Lot: 15

Section 2. Eligible Population

This project shall be occupied by households who meet criteria for occupancy as low income households as defined by HUD.

Section 3. Periodic Inspection

The Developer agrees to accept periodic inspection of its development project by DCD, or its designee.

Section 4. Time of Performance

Implementation of the project shall commence upon full execution of this Agreement and shall proceed in accordance with the schedule set forth in Attachment "A". The City and the Developer may revise the implementation schedule by mutual consent. This contract will remain in effect for the entire term of the affordability period which is set forth in Section 12 of this agreement.

Section 5. Consideration and Terms

Pursuant to the terms and provisions of this contract, for expenses as detailed in Attachment "A," the City agrees to provide funding in the amount of **\$1,000,000**. In consideration of the receipt of Affordable Housing Trust Funds (hereinafter referred to as "funds") to be given to the Developer, the Developer agrees to be bound by the agreements contained herein, the Affordable Housing Development Agreement, Mortgage, and Mortgage Note, if applicable.

Section 6. Amount of Funds

The amount of funds provided by the City to the Developer toward the rehabilitation and preservation at **88-92 Erie Street** will be **one-million-dollars (\$1,000,000)**. This amount shall be given upon proof of pre-development/pre-construction and construction progress. Funds may not be requested until they are needed for payment of eligible costs. All requests for funds must be supported with the back-up documentation, determined appropriate by the Division of Community Development (DCD).

Section 7. Payment

Payment of AHTF funds by the City to the Developer can only be made upon receipt of appropriate documentation including, but not limited to, the following:

1. Voucher in a format supplied by DCD together with an Application and certificate for payment, AIA Document G702 and continuation sheet, AIA Document G703.
2. Detailed bills for all marketing, legal, or related soft costs associated with this project.

3. Certification from licensed architect that costs incurred to date as shown on the accompanying progress payment voucher are valid and that work performed has been completed in accordance with the project construction plans and specifications and all applicable building and construction codes.

Section 8. Repayment

Funds shall be provided in the form of a loan which shall be secured by a mortgage on the property and a promissory note. The mortgage and promissory note shall be executed by the Developer and returned to the City. Interest on the loan shall accrue at 0% APR. The loan shall be repaid according to the provisions of the mortgage, note, or other related closing documents. In addition, the loan shall be repaid in full upon default of this Contract or the Affordable Housing Development Agreement.

Section 9. Completion of Project

Upon completion, the Developer shall provide DCD with all items as identified by the Division of Community Development in the closeout checklist.

Section 10. Liability

The City shall incur no liability to the Developer pursuant to this Agreement in the event AHTF funds are not available or granted for the Project.

Section 11. Restriction on Occupancy

- A. The Developer agrees to execute a deed restriction in all deeds of conveyance to require ownership by low income persons for the time periods required by law and this Agreement.
- B. The Developer agrees to insert restrictive language in all lease agreements for low income units to require occupancy by low or moderate income persons for the time periods required by law and this Agreement.

Section 12. Affordability Controls

- A. All housing to be assisted financially, administratively or otherwise, by Jersey City will be required to remain affordable to, and occupied by low income households for a minimum of **twenty (20) years**.
- B. All rent Affordability restrictions shall be incorporated into the deed of the Developer and all subsequent deeds during the appropriate term of the Affordability Controls or a deed restriction.

Section 13. Compliance

The Developer and City agree to comply with all appropriate statutes and regulations applicable to this Agreement.

Section 14. Approval

This Agreement is subject to the approval of the City's Municipal Council.

Section 15. Execution as Required

The parties hereto agree that each shall execute any and all documents which are required in order to implement the terms and conditions of this Agreement.

Section 16. Designation of Representative

The Developer and City agree that each shall designate a single representative who shall serve as a liaison to carry out the terms and conditions of this Agreement. In the event that the designated liaison person no longer serves as liaison for any reason whatsoever, each party agrees to name a replacement until such time as the parties agree between themselves that the Agreement is fully implemented and both parties have fully complied with their respective obligations herein.

Section 17. Notice of Demands

A notice, demand or other communication under this Agreement by either party to the other shall be considered sufficiently given or delivered if it is dispatched by regular U.S. Mail, postage prepaid, or delivered personally,

(a) in the case of the **Developer**:

The Housing Authority of Jersey City
400 US Highway #1
Jersey City, NJ 07306
Attn: Executive Director

With a copy to:

The Housing Authority of Jersey City
400 US Highway #1
Jersey City, NJ 07306
Attn: Stephan Cea, In-House Counsel

(b) in the case of the **City**:

Corporation Counsel, City of Jersey City
Law Department - Third Floor
280 Grove Street - City Hall
Jersey City, NJ 07302

and

Jersey City Division of Community Development
Attn: Carmen Gandulla, Director

or at such address which either party may, from time to time, designate in writing and forward to the other as provided in this section.

Section 18. Remedies

Exercise by either party of any one or more legal and or contractual remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach by the other party. No waiver made by either such party with respect to the performance,

or manner or time thereof, or obligation of other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver-with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

Section 19. Assignability

Neither party shall assign, or attempt to assign its respective obligations under this Agreement without the prior written consent of the other party.

Section 20. Conflict of Interest

No official, or employee of either the City or the Developer shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly, financially interested.

Section 21. Agency Representative not Individually Liable

Neither the City nor any of its officials, officers or employees shall be charged personally with any liability under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof or otherwise.

Section 22. Governing Law

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this agreement shall be construed in accordance with the laws of the State of New Jersey. Venue for any legal action shall lie in the Superior Court of New Jersey, Hudson County vicinage.

Section 23. Severability

In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, the invalidity or unenforceability thereof shall in no way affect any of the other covenants, conditions or provisions hereof, provided that such remaining covenants, conditions and provisions can thereafter be applicable and effective without material prejudice to the City or the Developer.

Section 24. Binding Effect

This Agreement shall be binding upon the parties and their legal representatives, successors and assigns.

Section 25. Titles of Articles and Sections

Any titles of the several parts, Articles or sections of Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provision.

Section 26. Third Party Rights

Nothing contained within this Agreement is intended to nor shall it be construed to create any rights of any kind whatsoever in persons not parties to this Agreement.

Section 21. Entire Agreement

This Agreement revokes all prior and contemporaneous oral or written proposals, oral or written agreements, understandings, communications, representations, conditions, warranties, covenants and all other communications between the Parties relating to the subject matter of this Agreement. The subject matter of this Agreement may not be explained or supplemented by the circumstances of its negotiation, the course of dealing between the parties or usage of trade.

IN WITNESS WHEREOF, the City of Jersey City has caused this Agreement to be duly executed in its name and behalf by its Mayor or Business Administrator and its seal to be hereunto duly affixed and attested by its City-Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its President and attested by its Secretary, on or as of the day first above written.

Subgrantee:
The Housing Authority of Jersey City

CITY OF JERSEY CITY

By: _____
Signature

By: _____
Signature

Name: _____

Name: **Carmen Gandulla**

Title: _____

Title: **Director, Division of Community
Development**

Date: _____

Date: _____

Attest:

By: _____
Name: **Robert J. Kakoleski**
Title: **Business Administrator**

By: _____
Name: **Robert Byrne**
Title: **City Clerk**

Date: _____

Date: _____

ATTACHMENT "A"
2017-18 AHTF PROPOSED BUDGET
REHABILITATION AND PRESERVATION

Section 1: Substantial rehabilitation and preservation to the existing 6-story affordable housing senior residential building. Building is a registered historical landmark and approved by the State Historic Preservation Office (SHPO) for renovations of interior apartments, common areas, and roof.

Total Number of Housing Units: 48
Total Number of Very Low Income Units: 48
Total Number of Moderate Income Units: 0
Total Number of Market Rate Units: 0

Project Address: 88-92 Erie Street

Section 2: PROJECT IMPLEMENTATION SCHEDULE

| <u>ACTIVITY</u> | <u>COMPLETION DATE</u> | |
|-------------------------------|------------------------|------|
| Site | | |
| Contract/Closing | September | 1983 |
| SHPO Approval | January | 2016 |
| Construction Financing | | |
| Firm Commitment | November | 2013 |
| Closing | February | 2018 |
| Plans | | |
| Preliminary Drawings | January | 2017 |
| Working Drawings | March | 2018 |
| Construction Start | January | 2018 |
| Construction Complete | August | 2018 |
| All Units Sold/Fully Leased | August | 2018 |

Section 3:

PROJECT BUDGET

Previous Rehabilitation Performed at Thomas J. Stewart Apartments (paid by Developer)

| <i>Date</i> | <i>Description</i> | <i>Amount</i> |
|-------------|--|-----------------------|
| 2004 | Window Replacement | \$384,352.32 |
| 2013 | EPC – Lighting Replacement | \$22,501.93 |
| 2013 | EPC – Water Conservation | \$33,510.41 |
| 2013 | EPC – Rooftop Unit Replacement | \$56,000.00 |
| 2014 | Building Restoration – New Barndoor Facades, New Roof Decking/Railings and New Handicap Entry Door | \$159,778.31 |
| 2015 | Exterior Refurbishment – Brick Repointing, Stucco Refinishing and New Front Door | \$386,996.37 |
| | | \$1,043,136.34 |

| | |
|--|--------|
| Total Residential Gross Square Footage | 26,920 |
| Units | 48 |

Construction or Rehabilitation Costs

| <i>Type of Uses</i> | | <i>Total Budgeted Cost</i> | <i>Cost/sq foot</i> | <i>Cost per unit</i> |
|---------------------|---------------------------------|----------------------------|---------------------|----------------------|
| 1 | Hard Costs: Construction | \$2,823,812.76 | \$104.90 | \$58,829.43 |
| 2 | Hard Costs: Contingency | | | |
| 3 | Total Construction Costs | \$2,823,812.76 | \$104.90 | \$58,829.43 |

Professional Services & Fees Related to Construction or Rehabilitation

| <i>Type of Uses</i> | | <i>Total Budgeted Cost</i> | <i>Cost/sq foot</i> | <i>Cost per unit</i> |
|---------------------|-----------------------------|----------------------------|---------------------|----------------------|
| 6 | A&E Design Fee | \$106,582.00 | \$3.96 | \$2,220.46 |
| 7 | Architect's Supervision Fee | \$27,799.00 | \$1.03 | \$579.15 |
| 8 | Real Estate Attorney | \$14,690.39 | \$0.55 | \$306.05 |
| 9 | Construction Bonds | \$28,658.81 | \$1.06 | \$597.06 |
| 10 | Other: PSE&G Fees | \$22,127.59 | \$0.82 | \$460.99 |
| 11 | Total Fees | \$199,857.79 | \$7.42 | \$4,163.70 |

Financing Fees & Transaction Costs

| <i>Type of Uses</i> | | <i>Total Budgeted Cost</i> | <i>Cost/sq foot</i> | <i>Cost per unit</i> |
|---------------------|---|----------------------------|---------------------|----------------------|
| 12 | Title & Recording | \$2,715.00 | \$0.10 | \$56.56 |
| 13 | Total Financing Fees and Charges | \$2,715.00 | \$0.10 | \$56.56 |
| 14 | Total Development Costs (TDC) | \$3,026,385.55 | \$112.42 | \$63,049.70 |

OTHER USES OF FUNDS

| <i>Type of Uses</i> | | <i>Total Budgeted Cost</i> | <i>Cost/sq foot</i> | <i>Cost per unit</i> |
|---------------------|------------------|----------------------------|---------------------|----------------------|
| 15 | Relocation Costs | \$57,600.00 | \$2.14 | \$1,200.00 |

Developer's Fee

| <i>Type of Uses</i> | | <i>Total Budgeted Cost</i> | <i>Cost/sq foot</i> | <i>Cost per unit</i> |
|---------------------|------------------------------|----------------------------|---------------------|----------------------|
| 16 | Fee on Non-Acquisition Costs | | | |
| 17 | Fee on Acquisition Costs | | | |
| 18 | Total Developer's Fee | | | |

Guarantees and Reserves

| <i>Type of Uses</i> | | <i>Total Budgeted Cost</i> | <i>Cost/sq foot</i> | <i>Cost per unit</i> |
|---------------------|--------------------------------------|----------------------------|---------------------|----------------------|
| 19 | Construction Guarantee | | | |
| 20 | Total Guarantees and Reserves | | | |
| 21 | Total Uses of Funds | \$3,026,385.55 | \$112.42 | \$63,049.70 |

| Permanent Financing | Amount |
|----------------------------------|-----------------------|
| 1st mortgage: HMFA | \$986,215.00 |
| 2nd mortgage: JC AHTF | \$1,000,000.00 |
| JCHA CAPITAL FUNDS 2015,16,17,18 | \$410,000.00 |
| JCHA CAPITAL FUNDS 2019 & 2020 | \$578,066.00 |
| SANDY INSURANCE PROCEEDS | \$52,105.00 |
| Total: | \$3,026,386.00 |

**JERSEY CITY HOUSING AUTHORITY
SUBGRANTEE**

DIVISION OF COMMUNITY DEVELOPMENT

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

City Clerk File No. Res. 18-349

Agenda No. 10.U

Approved: APR 11 2018

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENCUMBER PROJECT FUNDS IN CONNECTION WITH THE CONSTRUCTION OF THE JERSEY AVENUE BRIDGE OVER MILL CREEK

WHEREAS, the unimproved Jersey Avenue Right of Way located between Aetna Street and Johnston Avenue is impassable due to the crossing of Mill Creek; and

WHEREAS, the New Jersey Turnpike Authority ("NJTA") and the City of Jersey City ("City") intend to construct a new bridge and approximately 1,300 linear feet of new roadway in the unimproved portion of Jersey Avenue located between Aetna Street and Johnston Avenue ("Project"), a concept plan of which is attached hereto as **Exhibit A**; and

WHEREAS, the NJTA and the City have been in discussions regarding this Project for several years and are in the process of finalizing the terms of the Memorandum of Agreement ("Agreement") regarding same; and

WHEREAS, once in substantially final form, the Agreement will be presented before the City Council for review and approval; and

WHEREAS, the Project will greatly improve and enhance the accessibility to multiple modes of transportation to this portion of Jersey Avenue; and

WHEREAS, after the completion of the Project, the City will maintain jurisdiction and control of this section of Jersey Avenue, including the bridge over Mill Creek; and

WHEREAS, the estimate for the total Project cost is \$13,000,000.00 and the NJTA will be responsible for \$10,000,000.00 of the Project cost (77%) and the City will be responsible for \$3,000,000.00 of the Project cost (23%) that will be entered into an escrow account prior to bidding; and

WHEREAS, funds in the amount of \$3,000,000.00 are available in Account Nos.
04-215-55-842-991, 04-215-55-859-990, 04-215-55-859-991, 04-215-55-861-990,
04-215-55-863-990, 04-215-55-903-991, 04-215-55-907-990, 04-215-55-909-990,
04-215-55-951-990, 04-215-55-113-991, 04-215-55-115-990, 04-215-55-118-990,
04-215-55-946-990, 04-215-55-841-990, 04-215-55-913-990, 04-215-55-914-990,
04-215-55-915-990, 04-215-55-924-990, 04-215-55-953-990, 04-215-55-953-991,
04-215-55-114-990, 04-215-55-113-990; and

WHEREAS, funding for the project has been encumbered from accounts for bridge related projects, general infrastructure projects, and various accounts of previously completed capital funded projects; and

WHEREAS, a list and description of funding accounts is attached hereto as **Exhibit B**; and

WHEREAS, the NJTA will enter into a contract with a contractor for the construction of the Project; and

TITLE: APR 11 2018

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENCUMBER PROJECT FUNDS IN CONNECTION WITH THE CONSTRUCTION OF THE JERSEY AVENUE BRIDGE OVER MILL CREEK

WHEREAS, the City desires to demonstrate its good faith in moving this project forward and wishes to place its cost share into a project fund, which shall be held in escrow until the Agreement is finalized and the processes as to the deposit of the funds is further delineated between the parties; and

WHEREAS, the City retains the right to release the project funds back into the general treasury should the Agreement not materialize or should other events occur which jeopardize the continuation of the Project prior to execution of the Agreement.

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

1. The City of Jersey City is authorized to encumber funds in the amount of \$3,000,000 for the Jersey Ave Bridge project.
2. The City shall continue to work with the NJTA to finalize the Agreement for the Project.
3. The Agreement once finalized will be presented to the City Council for approval.
4. The City retains the right to release the funds back into the City's general treasury should the Agreement no materialize or should other events occur which jeopardize the continuation of the Project prior to execution of the Agreement.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of \$3,000,000.00 are available in Account Nos. 04-215-55-842-991, 04-215-55-859-990, 04-215-55-859-991, 04-215-55-861-990, 04-215-55-863-990, 04-215-55-903-991, 04-215-55-907-990, 04-215-55-909-990, 04-215-55-951-990, 04-215-55-113-991, 04-215-55-115-990, 04-215-55-118-990, 04-215-55-946-990, 04-215-55-841-990, 04-215-55-913-990, 04-215-55-914-990, 04-215-55-915-990, 04-215-55-924-990, 04-215-55-953-990, 04-215-55-953-991, 04-215-55-114-990, 04-215-55-113-990

APPROVED: ^{BD}_{04/10/18} Jose R. Cimba

APPROVED AS TO LEGAL FORM

APPROVED: Amelia
Business Administrator

Edo Tsi Ass.
Corporation Counsel

Certification Required

Not Required

APPROVED 8-1

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.11.18 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | | ✓ | | 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 - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENCUMBER PROJECT FUNDS IN CONNECTION WITH THE CONSTRUCTION OF THE JERSEY AVENUE BRIDGE OVER MILL CREEK

Project Manager

| | | |
|---------------------|----------------------------|----------------|
| Department/Division | Administration/Engineering | |
| Name/Title | Joe Cunha | Chief Engineer |
| Phone/email | 201-547-6986 | jcunha@cnj.org |

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

Contract Purpose

The New Jersey Turnpike Authority (NJTA) and the City intend to construct a new bridge and approximately 1,300 linear feet of new roadway in the unimproved portion of Jersey Avenue located between Aetna Street and Johnston Avenue (Project). The Project will greatly improve and enhance the accessibility to multiple modes of transportation to this portion of Jersey Avenue. After the completion of the Project, the City will maintain jurisdiction and control of this section of Jersey Avenue, including the bridge over Mill Creek. The estimate for the total Project cost is \$13,000,000.00. The NJTA will be responsible for \$10,000,000.00 of the Project cost (77%) and the City will be responsible for \$3,000,000.00 of the Project cost (23%). The NJTA will enter into a contract with a contractor for the construction of the Project.

Cost (Identify all sources and amounts)

\$3,000,000.00

Contract term (include all proposed renewals)

For the duration of the project to construct a new bridge over Mill Creek and a new roadway portion of Jersey Avenue

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Division Director

4/2/18
Date

NE399120 NJ Turnpike Authority

EXHIBIT B

City of Jersey City funding accounts for:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENCUMBER PROJECT FUNDS IN CONNECTION WITH THE CONSTRUCTION OF THE JERSEY AVENUE BRIDGE OVER MILL CREEK

APR 11 2016

| Requisition No: | Amount: | Account No: | Account Description: | Bond Ord.: | Project Complete: |
|-----------------|--------------|-------------------|-----------------------------------|------------|-------------------|
| 128916-179550 | \$7,782.23 | 04-215-55-842-991 | Resurfacing Various Streets, 2008 | 07-162 (4) | Yes ✓ |
| 128917-179553 | \$60,023.00 | 04-215-55-859-990 | Resurfacing Various Streets, 2009 | 08-148 (3) | Yes ✓ |
| 128918-179554 | \$2,077.61 | 04-215-55-859-991 | Resurfacing Various Streets, 2009 | 08-148 (3) | Yes ✓ |
| 128919-179555 | \$51,662.16 | 04-215-55-861-990 | Curbs, Sidewalks, HC Ramps | 08-148 (4) | N/A ✓ |
| 128920-179556 | \$2,048.11 | 04-215-55-863-990 | General Infrastructure Imp. | 08-148 (4) | Yes ✓ |
| 128921-179557 | \$3,594.92 | 04-215-55-903-991 | Resurfacing Various Streets | 12-042 (4) | Yes ✓ |
| 128922-179559 | \$150,000.00 | 04-215-55-907-990 | General Infrastructure Imp. | 12-042 (4) | N/A ✓ |
| 128923-179560 | \$100,000.00 | 04-215-55-909-990 | Bridge Maintenance & Repairs | 12-042 (4) | N/A ✓ |
| 128924-179562 | \$250,000.00 | 04-215-55-951-990 | JC Bridge Maint/Repairs | 14-131 (3) | N/A ✓ |
| 128925-179563 | \$430,032.00 | 04-215-55-113-991 | Resurfacing SNP-Police Hours | 16-083 (3) | N/A ✓ |
| 128926-179564 | \$500,000.00 | 04-215-55-115-990 | Emergency Roadway Repairs | 16-083 (3) | N/A ✓ |
| 128927-179565 | \$150,000.00 | 04-215-55-118-990 | Gen. Infrastructure Improvements | 16-083 (3) | N/A ✓ |
| 128928-179566 | \$218,096.00 | 04-215-55-946-990 | Curbs, Sidewalks, Etc. | 14-131 (3) | N/A ✓ |
| 128929-179567 | \$6,638.80 | 04-215-55-841-990 | Traffic Signals/Equipment | 07-162 | Yes ✓ |
| 128930-179568 | \$613.25 | 04-215-55-913-990 | Signal Equipment/Installation | 12-042 | Yes ✓ |
| 128931-179569 | \$20,868.69 | 04-215-55-914-990 | Striping, Marking, Signage | 12-042 | Yes ✓ |
| 128932-179570 | \$91,932.00 | 04-215-55-915-990 | ACQ Traffic Comm. Equip. | 12-042 | Yes ✓ |
| 128933-179571 | \$41,973.91 | 04-215-55-924-990 | Bicycle Infra. Plan | 13-091 | Yes ✓ |
| 128934-179572 | \$265,952.00 | 04-215-55-953-990 | Signalization Equip. | 14-131 | N/A ✓ |
| 128935-179573 | \$44,528.00 | 04-215-55-953-991 | Signalization Equip. | 14-131 | N/A ✓ |
| 128936-179574 | \$281,976.23 | 04-215-55-114-990 | Curbs, Sidewalks, Ramps, Etc. | 16-083 (3) | N/A ✓ |
| 128937-182712 | \$320,201.09 | 04-215-55-113-990 | Resurfacing Various Streets, 2016 | 16-083 (3) | Yes ✓ |



STEVEN M. FULOP
MAYOR OF JERSEY CITY

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



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: April 2, 2018
TO: Rolando L. Lavarro Jr., Council President and Council Members
FROM: Jose R. Cunha, Director of Engineering, Traffic and Transportation
SUBJECT: **Jersey Avenue Bridge Over Mill Creek**
City of Jersey City Project No. 16-025-E
Resolution to Encumber Funds in Conjunction with the Construction of the Jersey Avenue Bridge Over Mill Creek

The purpose of this resolution is for the City to encumber funds for its portion of construction for a new bridge and approximately 1,300 linear feet of new roadway in the unimproved portion of Jersey Avenue located between Aetna Street and Johnston Avenue. The New Jersey Turnpike Authority (NJTA) will lead the project and enter into a contact with a contractor for the construction of the project. The project will greatly improve and enhance the accessibility to multiple modes of transportation to this portion of Jersey Avenue. Upon completion of the project, the City will maintain jurisdiction and control of this section of Jersey Avenue, including the bridge over Mill Creek. The estimate for the total project is \$13,000,000.00. The NJTA will be responsible for \$10,000,000.00 of the Project cost (77%) and the City will be responsible for \$3,000,000.00 of the Project cost (23%).

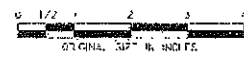
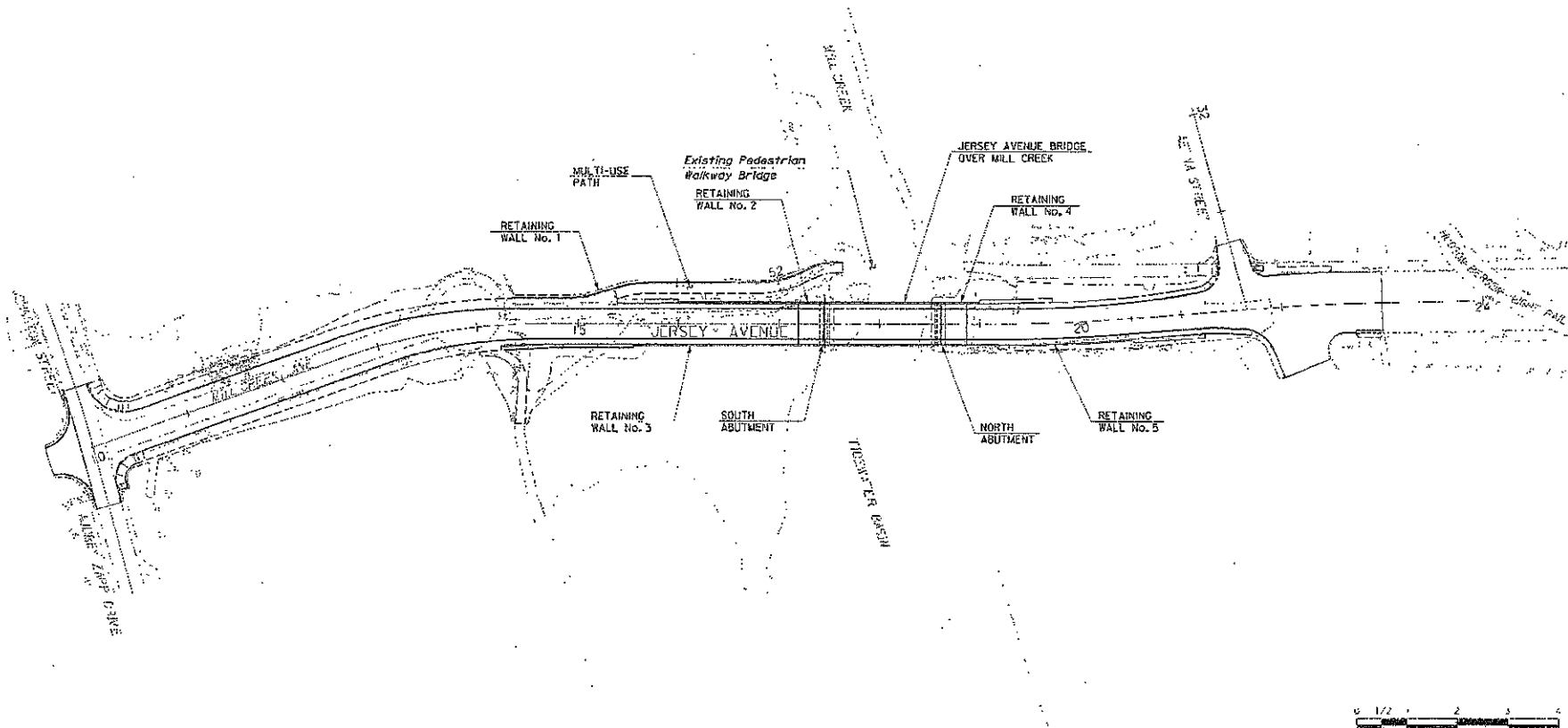
Attached for your consideration is the Resolution authorizing the encumbrance of funds in the amount of Three Million Dollars and Zero Cents (\$3,000,000.00) for the subject project.



Jose R. Cunha, P.E., C.M.E.
Director of Engineering, Traffic and Transportation

G:\MP_MUNICIPAL PROJECTS\PROJECT by NUMBERS\16-025-E Jersey Ave Bridge\Design Phase\Correspondence\Resolution and Backup\20180402 Funding NJ Turnpike-Jersey Avenue Bridge Letter to Council FINAL.docx

EXHIBIT A - KEY PLAN, GENERAL PLAN AND ELEVATION



KEY PLAN
1" = 50'-0"

NEW JERSEY TURNPIKE AUTHORITY
NEW JERSEY TURNPIKE
 CONTRACT NO. T100.344
 JERSEY AVENUE BRIDGE
 OVER MILL CREEK

KEY PLAN TO STRUCTURES

HARDESTY & HANCOCK, LLC
 5 MADISON NEW PLAZA, HOBOKEN, NJ 07030
 201.961.1000 FAX 201.961.1001
 www.hardesty.com

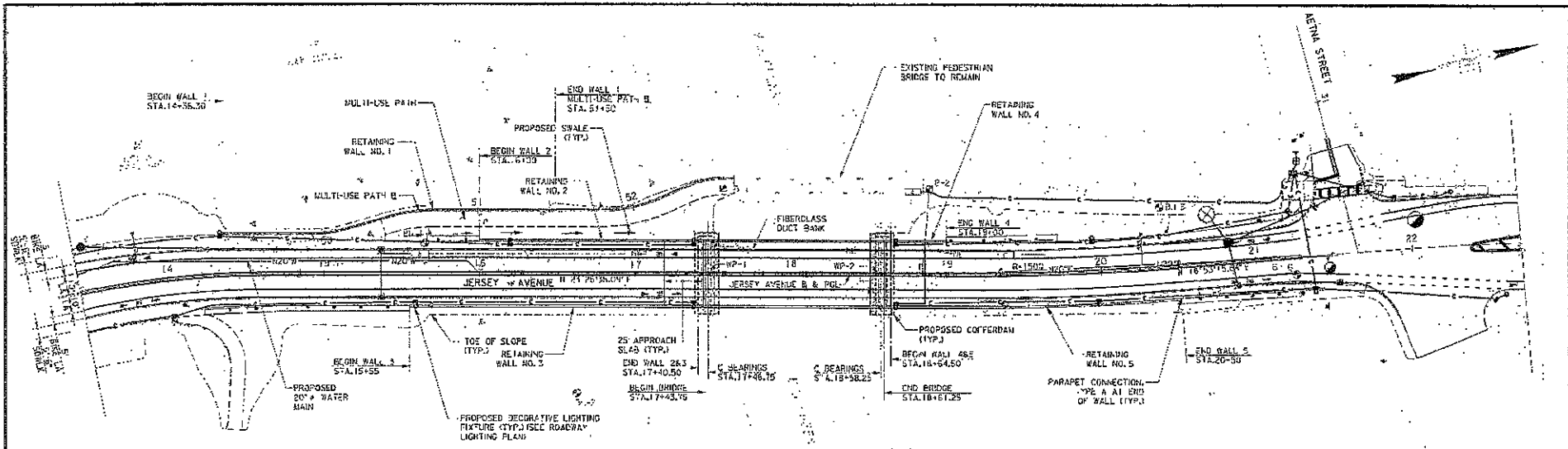
SCALE: AS NOTED
 DATE: FEBRUARY 25, 2014

44
 72

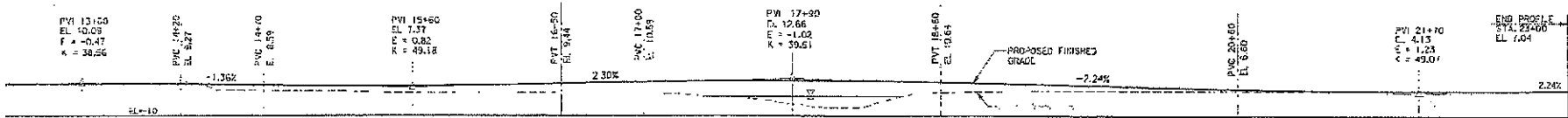
| | | | |
|-----|-------------|----------|-----|
| NO. | DESCRIPTION | DATE | BY |
| 1 | DESIGN | 02/25/14 | CHK |

| | | | |
|-----|-------------|----------|-----|
| NO. | DESCRIPTION | DATE | BY |
| 1 | DESIGN | 02/25/14 | CHK |

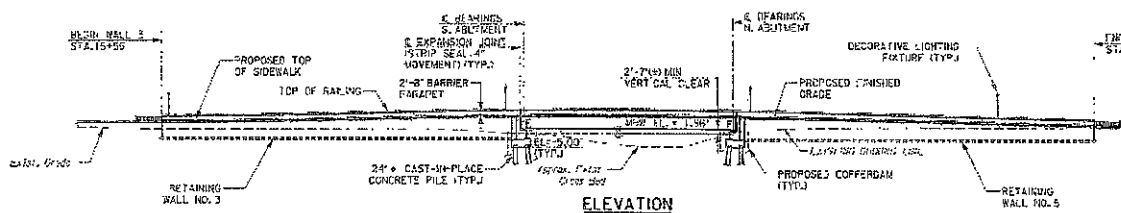
FILE NAME: T100.344_P1.dwg



PLAN
1" = 30'-0"

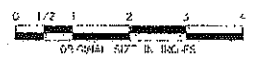


PROFILE
1" = 30'-0"



ELEVATION
1" = 30'-0"

LEGEND
 ○ B-X INDICATES Boring Location (2014)
 * B-Y INDICATES Test Spring Location (2014)



| WORKING POINTS | COORDINATES | | JERSEY AVENUE BASELINE | |
|--------------------|-------------|-------------|------------------------|--------|
| | NORTH | EAST | STATION | OFFSET |
| C BRG. S. ABUTMENT | 884618.5263 | 816527.8925 | 7+46.75 | 0.00 |
| C BRG. N. ABUTMENT | 884721.2382 | 816972.3216 | 18+58.25 | 0.00 |

NEW JERSEY TURNPIKE AUTHORITY
NEW JERSEY TURNPIKE
 CONTRACT NO. T100.344
 JERSEY AVENUE BRIDGE
 OVER MILL CREEK

GENERAL PLAN AND ELEVATION

PERDENTY & HANCOCK, LLC
 5 GARDNER PLACE, GARDNER, MASSACHUSETTS 01459
 LICENSED PROFESSIONAL ENGINEER (NO. 21629) REGISTERED PROFESSIONAL LAND SURVEYOR (NO. 21629)

SCALE: AS NOTED
 DATE: FEBRUARY 2018

FILE NAME: T100_344_PD_GENERAL

| NO. | DATE | BY | DESCRIPTION |
|-----|----------|----|-------------------|
| 1 | 02/14/18 | PH | ISSUED FOR PERMIT |
| 2 | 02/14/18 | PH | ISSUED FOR PERMIT |
| 3 | 02/14/18 | PH | ISSUED FOR PERMIT |
| 4 | 02/14/18 | PH | ISSUED FOR PERMIT |
| 5 | 02/14/18 | PH | ISSUED FOR PERMIT |

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

City Clerk File No. Res. 18-350

Agenda No. 10-V

Approved: APR 11 2018

TITLE:



RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE 2019 JERSEY CITY POLICE DEPARTMENT COMPREHENSIVE TRAFFIC SAFETY PROGRAM

COUNCIL
following resolution.

Offered and moved adoption of the

WHEREAS, the need to enforce and increase awareness in the areas of Pedestrian Safety, Aggressive Driving, Seatbelt Enforcement, and Driving While Intoxicated is essential to all motorists and pedestrians in Jersey City; and

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

WHEREAS; the Jersey City Police Department has developed a combination of enforcement and educational initiatives to increase motorists and pedestrian awareness and hopefully change behaviors; and

WHEREAS, the Jersey City Police Department desires to apply for reimbursement grant funding to be utilized for overtime funding during the time period of October 1, 2018 to September 30, 2019 and purchase commodities for educational items which promote safe walking and driving initiatives; and

WHEREAS, police overtime will be utilized to implement various enforcement strategies to increase safety and educate motorists and pedestrians; and

WHEREAS, the New Jersey Department of Law and Public Safety will determine the final grant award for the Jersey City Police Department upon review of Jersey City's application.

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

- The City of Jersey City is authorized to submit an application to the Department of Law, Division of Highway Traffic Safety, and
- The funds will be used to reimburse for overtime patrols and purchase commodities to promote education and enforcement for pedestrian safety, aggressive driving, seatbelt enforcement, and driving while intoxicated endeavors.

APPROVED: *Luciana Morcote*

APPROVED AS TO LEGAL FORM

RR
3-24-18

APPROVED: *Ann M...*
Business Administrator

Robert Byrne
Corporation Counsel

Certification Required
Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.11.18 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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 A GRANT APPLICATION TO THE NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY
FOR THE FY 2019 JERSEY CITY POLICE DEPARTMENT COMPREHENSIVE TRAFFIC
SAFETY PROGRAM**

Project Manager

| | | |
|---------------------|-------------------------------|--------------------|
| Department/Division | Jersey City Police Department | Grants Office |
| Name/Title | Sgt. Jaclyn Marcazo | Sergeant |
| Phone/email | 201- 547-4736 | jmarcazo@njcps.org |

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

Contract Purpose

The Jersey City Police Department would like to apply for the New Jersey Division of Highway Traffic Safety 2019 Grant to support the Jersey City Comprehensive Traffic Safety Program. This grant will continue to provide the funding to support overtime salaries for enforcement initiatives such as DWI Checkpoints, DWI Roving Patrols, Seatbelt Enforcement, Aggressive Driving Enforcement, and Pedestrian Decoy Operations. Funding for commodities will be used to purchase children's activity books that will help spread safety messages to children when Community Relations Officers go to the schools, conduct traffic safety presentations, and distribute them during National Night Out.

Cost (Identify all sources and amounts)

Grant Funds

Contract term (include all proposed renewals)

October 1, 2018 until September 30, 2019

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Jaclyn Marcazo
Signature of Department Director

3-19-18
Date

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

City Clerk File No. Res. 18-351

Agenda No. 10.W

Approved: APR 11 2018

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A FELLOWSHIP PARTNER AGREEMENT WITH LEADERSHIP FOR EDUCATIONAL EQUITY, A NOT-FOR-PROFIT CORPORATION, IN CONNECTION WITH THE LEADERSHIP FOR EDUCATIONAL EQUITY PUBLIC POLICY FELLOWS PROGRAM

COUNCIL offered and moved adoption
of the following resolution:

WHEREAS, the Jersey City Youth Counsel ("JCYC") is a youth court program available to help first-time youth offenders, aged 12-17, who have committed minor offenses, get back on track and avoid court involvement; and

WHEREAS, the Leadership For Educational Equity ("LEE") is a not-for-profit corporation with offices located at 1805 7th Street N.W., 6th Floor, Washington, District of Columbia 20001; and

WHEREAS, LEE provides the Leadership for Educational Equity Fellows Program ("Fellows Program") which is a program where a diverse group of program participants ("LEE Fellow") work in policy roles for governmental entities and learn from policy and elected officials; and

WHEREAS, the City of Jersey City ("City") desires to increase the capacity of the JCYC program by entering into a Fellowship Partner Agreement that will permit a LEE Fellow to work at the City's youth court program; and

WHEREAS, the LEE Fellow will be paid a stipend of \$45,000.00 which will be paid directly to the LEE Fellow by LEE and there will be no costs to the City for participating in the Fellows Program; and

WHEREAS, the program will begin in the fall of 2018 and will continue for nine months; and

WHEREAS, the City's participation in the Fellows Program will enhance efforts by the City to develop early interventions that can help young people avoid becoming entangled in the criminal justice system.

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

1. The City of Jersey City hereby accepts one LEE Fellow from the Fellows Program for the purpose of planning and programming activities and policies at the JCYC program;
2. Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor's or Business Administrator is authorized to execute the Fellowship Partner Agreement attached hereto; and
3. The term of the agreement shall be nine months commencing on September 4, 2018 and ending on June 2, 2019. B.R.
4.2.18

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 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| | | | | 4.11.18 | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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 – 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 SUBMISSION OF A GRANT APPLICATION AND THE ACCEPTANCE OF A LEADERSHIP FOR EDUCATIONAL EQUITY GRANT FOR THE JERSEY CITY YOUTH COUNSEL

Initiator

| | | |
|---------------------|-----------------------------------|--|
| Department/Division | Law Department/Youth Court | |
| Name/Title | Lucinda McLaughlin, Director | |
| Phone/email | lmclaughlin@jcnj.org 201-209-6739 | |

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

Resolution Purpose

The JCYC has applied to receive a fellow from the Leadership for Educational Equity (LEE) Foundation to assist in program development and other youth and restorative justice related initiatives.

The fellow will begin in the Fall of 2018 and work with the JCYC for a total of 9 months.

The program is fully funded by the LEE and no matching funds are required.

I certify that all the facts presented herein are accurate.



Signature of Department Director

March 27, 2018
Date

FELLOWSHIP PARTNER AGREEMENT

THIS FELLOWSHIP PARTNER AGREEMENT (the "Agreement") is entered into as of March 16, 2018 (the "Effective Date") by Leadership for Educational Equity, a Washington, District of Columbia not-for-profit corporation with offices located at 1805 7th Street N.W., 6th Floor, Washington, District of Columbia 20001 ("Leadership for Educational Equity"), and the City of Jersey City with offices located at 280 Grove Street in Jersey City, NJ (the "Partner") each a "Party" and collectively, the "Parties."

BACKGROUND

The Leadership for Educational Equity Public Policy Fellows Program ("Fellows Program") is a full-time program where a diverse group of exceptional Leadership for Educational Equity members work in policy roles for government entities and learn from policy and elected leaders.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties intending to be legally bound, agree as follows:

1. Partner's Obligations and Scope of Fellowship.

(a) Host. Partner shall serve as a host organization for 1 fellow participating in the Fellows Program (the "Fellow"). Partner shall provide the Fellow with an assignment where the Fellow will work on mission-critical projects that expose the Fellow to the operations of the Partner. Partner is not responsible for compensating the Fellow.

(b) Start Date. Fellow shall begin the Fellowship with Partner on [insert date], unless otherwise agreed by the Fellow, the Partner, and Leadership for Educational Equity.

(c) Location. The Fellow shall participate with the Partner in the Fellows Program in Jersey City, NJ.

(d) Supervisor. The Fellow will work under the sole direction of the Partner. The Partner shall assign an appropriate staff person to act as the supervisor for the Fellow ("Supervisor"). Supervisor(s) shall arrange regular check-ins with the Fellow to ensure that the Fellow's fellowship progresses as planned. The Supervisor shall facilitate introductions between the Fellow and other Partner staff members whose work is relevant to the Fellow's project.

(e) Program Participation.

i. The Partner shall make the Fellow available to prepare for and participate in offsite Fellow Program events scheduled by Leadership for Educational Equity and/or its partners while Fellow completes their fellowship.

ii. In addition to the training provided by Leadership for Educational Equity and its partners, Leadership for Educational Equity encourages, but does not require, that Partner provide Fellow with networking opportunities that help lead to increased social engagement on the part of the Fellow.

iii. Partner shall assist, when and if possible, in professional development by sharing experience, knowledge, and content or resources for Fellows Program events scheduled by Leadership for Educational Equity.

iv. Partner shall inform Fellow of any applicable policies or procedures, including, but not limited to, human resources policies, ethics and conflicts of interest policies, of the Partner or the organization with which the Partner is associated.

(f) Communication. Partner shall maintain regular communication with Leadership for Educational Equity and participate in all Fellows Program evaluations and surveys. Leadership for Educational Equity uses such feedback to improve the quality of its programming and highly values all communications from partners.

(g) Withdrawal from Fellows Program. In the rare event that a Fellow must withdraw from the Fellows Program, Partner shall work with Leadership for Educational Equity to determine, on a case-by-case basis, whether another Fellow can be placed with Partner for the duration of the Fellows Program.

(h) Lobbying; Electoral Activity. Partner agrees not to assign the Fellow work duties in preparation for lobbying activity, or actual lobbying activity. Partner acknowledges that Fellow(s) shall not conduct campaign activity as part of the Fellows Program and agrees not to ask Fellow(s) to perform any campaign work during the Fellows Program.

(i) Ethics Rules. Partner acknowledges and agrees to abide by all the laws, rules, and standards of conduct applicable to the elected or appointed body or office that Partner holds, including but not limited to, ethics rules and conflict of interest policy.

(j) Partner Workshops and Trainings. Any fees associated with Fellow's participation in Partner-sponsored events, workshops, and trainings shall be paid by Partner.

(k) Expectations. Our collective work makes us participants in the broader educational equity movement, a movement for social justice. This means that Leadership for Educational Equity expects all Leadership for Educational Equity partners to exercise good judgment when engaging in all Leadership for Educational Equity events, fellowships, trainings, as well as a general approach to Leadership for Educational Equity member and Partner interactions. Within this context, good judgment includes, but is not limited to, demonstrating humility and respect toward others, for example, not using offensive language directed toward another person/group; not using any form of violence, harassment, or threat of violence or harassment. Partner acknowledges and agrees that a failure to demonstrate good judgment as set forth here may result in Leadership for Educational Equity terminating this Agreement under Section 4(d).

2. Leadership for Educational Equity's Obligations.

(a) Fellow Recruitment, Selection, and Placement. Leadership for Educational Equity will recruit, and select, and facilitate the placement process of individual Fellows with the Partner. Leadership for Educational Equity agrees to use its best efforts to identify, recruit, and place individuals who have the work ethic, intellect, qualifications, and other attributes that allow the individual to complete the Fellowship Program successfully as a Fellow.

(b) Fellow Training and Professional Development. Leadership for Educational Equity will design and lead professional development sessions for the Fellowship Program.

(c) Stipend. Leadership for Educational Equity shall administer and distribute to the Fellow the Fellows Program stipend, to be disbursed over the course of the Fellowship Program (the "Stipend").

3. Relationship of the Parties. Nothing contained in this Agreement is deemed to place the Parties in a partnership, joint venture, or agency relationship, and neither Party has the right or authority to obligate or bind the other Party in any manner.

4. Term/Termination.

(a) The term of this Agreement commences on the date of this Agreement and continues until [insert date], or the last day Fellow works at the Fellows Program placement, whichever is first (the "Term").

(b) If either Party defaults in their performance under this Agreement and fails to substantially cure such default within five (5) days after receiving written notice specifying the default, or, for those defaults that cannot reasonably be cured within five (5) days, promptly commence curing such default and thereafter proceed with commercially reasonable diligence to substantially cure such default, then the non-defaulting Party may terminate this Agreement by providing the defaulting Party five (5) days' written notice of its decision to terminating the Agreement and its reasons for terminating this Agreement.

(c) Force Majeure. If the performance of this Agreement is prevented, suspended, or postponed during the Term by reason of fire, casualty, lockout, labor strike, riot, war, act of God, or ordinance, law, order or decree of any legally constituted authority, or any other act or event that prevents Party, in whole or in part from performing its obligations under this Agreement; or satisfying any conditions to the performing Party's obligations under this Agreement then in any such events, either Party may elect to terminate this Agreement and in such event, the Parties are released from all further obligations whatsoever.

(d) In the event that the Fellow fails to complete agreed upon projects to the Partner's satisfaction by the end of the Fellows Program, Leadership for Educational Equity reserves the right to take any and all action it deems appropriate based on the circumstances, including but not limited to removing the Fellow from the Fellows Program and denying the Fellow membership in the Leadership for Educational Equity Fellow Alumni network, and terminating the Fellow's Stipend. Leadership for Educational Equity reserves the right to terminate the Fellows Program and the Fellow's participation in the Program, at any time and for any and no reason by providing written notice to the Fellow and the Partner.

5. Representations and Warranties.

(a) Each Party represents and warrants to the other that:

i. It has full legal right, power, and authority to enter into and perform its obligations hereunder;

ii. It has not entered into nor will it enter into any contract or other agreement which would conflict with, prohibit, or interfere with the full performance of its obligations hereunder or with the full enjoyment by the other Party of the rights granted herein; and

iii. Neither Party shall be obligated to make any payments or to pay any other consideration to the other Party or to any third party except as expressly specified in this Agreement.

(b) Partner represents that it is authorized to and possesses all of the necessary skills, licenses, insurance, and certifications, if any, to legally perform its obligations pursuant to this Agreement.

7. Confidentiality.

INTENTIONALLY OMITTED

8. Notices. Any notices or other communication required or permitted hereunder shall be in writing and sent to the Parties at their respective addresses specified below or such changed address as either Party may communicate to the other in writing. Any notices or communications to either Party hereunder are deemed given when received by the Party.

Notices to Leadership for Educational Equity:

Jason Llorenz
Sr. Director,
Policy & Advocacy Strategic Partnerships
1805 7th Street N.W.,
Washington, District of Columbia 20001
Jason.llorenz@educationalequity.org

With a copy to:

Christine Green, Esq.
Leadership for Educational Equity
General Counsel
25 Broadway, 13th Floor

New York, New York 10004
Christine.green@educationalequity.org

Notices to Partner:

None

8. Miscellaneous Provisions.

(a) Modifications and Waivers. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the Partner and by an authorized representative of Leadership for Educational Equity. No waiver by either Party of any breach of, or of compliance with, any condition or provision of this Agreement by the other Party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(b) Entire Agreement. No other agreements, representations or understandings (whether oral or written) which are not expressly set forth in this Agreement have been made or entered into by either Party with respect to the subject matter of this Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof.

(c) Indemnification.

i. To the extent permitted by applicable state laws and regulations, each Party indemnifies and holds harmless the other Party and its officers, directors, employees and agents (the "Indemnitees") against any and all losses, liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees) ("Losses") to which such Indemnitee may become subject under this Agreement, including but not limited to: (i) all actions not approved by the Indemnitee or otherwise outside the scope of this Agreement; (ii) any breach by a Party of any representation warranty, or agreement made herein; or (iii) a Party's negligence or misconduct.

ii. Notwithstanding anything to the contrary contained herein, neither Party shall be responsible for consequential, incidental, punitive, special, exemplary or indirect damages or lost profits in connection with claims made by any Party, regardless of the form of action or whether in contract or tort.

(d) Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of New Jersey without giving effect to its conflict of law principles.

(e) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement does not affect the validity or enforceability of any other provision hereof, which remain in full force and effect and enforced accordingly.

(f) Arbitration. In the event that any dispute shall arise with regard to the performance or interpretation of any of the terms of this Agreement, all matters in controversy shall be submitted to an arbitrator. The Parties

agree that such arbitration shall be conducted under the rules and regulations of the American Arbitration Association. Both Parties expressly covenant and agree to be bound by the decision of the arbitrator as a final determination of the matter in dispute. Each Party shall bear its own cost of arbitration. Any determination or award of the arbitrators shall be final and binding upon the Parties and enforceable by any court having jurisdiction there over by injunction or monetary judgment. The provisions of this paragraph shall not be deemed to limit or impair either Party's ability to obtain preliminary injunctive relief from any court pending resolution of any dispute by arbitration, upon posting of any bond that such court may require and upon fulfilling all equitable requirements for such injunction.

(h) Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and effective as of the date first written above.

LEADERSHIP FOR EDUCATIONAL EQUITY

By: _____

Name: Mildred Otero

Title: Vice President, Policy & Advocacy

Date: _____

PARTNER

By: _____

Name: _____

Date: _____

1. Please provide a short description of your organization. (Standard mission and vision language is acceptable.)

The City of Jersey City is municipal governmental entity for Jersey City, New Jersey. Jersey City is a rapidly growing, mid-size city of approximately 264,000 residents that is one of the most culturally vibrant and densely packed communities in the country. The resident population is statistically the most racially, ethnically, and culturally diverse in the United States; speaks over 65 unique languages and is 28% Hispanic/Latino, 22% White/Non-Hispanic, 23% Black/African-American, 25% Asian, and 2% other/mixed race. Jersey City ranks 20th among the most densely populated cities in the United States, with over 17,600 residents per square mile. Since 2000, Jersey City has welcomed over 25,000 new residents, a more than 10% increase in the last 15 years.

However, Jersey City is faced with substantial social and economic inequality. For example, despite a median household income and per capita income higher than the national average, the poverty rate is roughly 19.3% and the childhood poverty rate is 29.3%, both significantly higher than state and national poverty rates. Additionally, the residents of Jersey City's low-income neighborhoods are disproportionately affected by poverty, unemployment, educational opportunity, parks and open space, food insecurity, affordable housing access, gang activity, violent crime and other socioeconomic issues.

Over the past five years, the City has made substantial advances to improve the livability of these neighborhoods and expand opportunity for the most disadvantaged residents. One area of focus has been restorative justice, as the City has expanded re-entry programming to help offenders adjust to civilian life; created a Community Court to adjudicate quality of life offenses through community service and social services that address the underlying causes of criminal behavior; and, established the Jersey City Youth Counsel to involves youth in all aspects of the Community Court model. Through these efforts, the City is adapting the Jersey City Municipal Court to be more flexible to emerging criminal justice challenges and empowering families struggling with the impacts of crime on their neighborhood and community.

2. Please provide a detailed description of the project(s) and responsibilities/ scope of work that the fellow will work on during the fellowship. Please be sure to include the fellow's specific responsibilities and any final deliverables they will be expected to complete, also providing a breakdown of how the fellow's time will be spent (e.g., 50% on research, 20% on tracking legislation, 30% meetings with constituents and briefings, please see sample project plans for further clarification)

The fellowship will support the important work of the Jersey City Youth Counsel (JCYC). JCYC is a program that (1) encompasses the concept of restorative community justice through a youth court, (2) provides afterschool employment to young City residents selected as JCYC members, (3) connects youth with their community through various volunteer and educational projects, and (4) actively engages JCYC participants in helping to set standards of behavior for their peers.

All activities presented by the JCYC emphasize:

- **Responsibility:** The JCYC teaches youth that actions have both negative and positive consequences. Because this message comes from other youth, it is more likely to be heard and understood. The JCYC process asks respondents to reflect on their actions and understand how their behavior affects others;

- Making the Community Whole: JCYC members care about their community and expect the same from their peers. Respondents may be sanctioned to restore the harm done by their actions through service, apologies, skill-building workshops on topics such as Conflict Resolution, Goal Setting, or Decision Making, or written reflections;
- Help: The JCYC is able to link youth and their families to social services, including counseling and mentoring, and provides skill-building workshops to help youth make better decisions and avoid future involvement with the justice system; and
- Leadership: The JCYC teaches youth to be leaders. Members are trained in group decision making, critical thinking, advocacy, and public speaking. The program provides a positive opportunity for youth to engage with judges, lawyers, criminal justice officials, and the court system.

In addition to its youth court hearing cases during the academic year, the JCYC sponsors skill-building workshops, conferences, and volunteer projects for Jersey City teens throughout the year. The JCYC partners with the Jersey City Public Schools, charter schools, and various community organizations in furtherance of the program goals and activities set forth above. These community partners refer youth offenders to the program as "respondents" for JCYC hearings, permit recruitment from their populations for the JCYC's training class, and provide opportunities for volunteer engagement throughout the community.

The Jersey City Youth Counsel's (JCYC) LEE Public Leaders Fellow will support the JCYC in four (4) important areas:

- (1) Direct support of the JCYC's restorative-justice centered programming and volunteer activities including assistance during the 15-week training for approximately 30 teens from November through January in the areas of group decision making, critical thinking, advocacy, and public speaking so that they are able to effectively serve as judge, jury, and advocates at JCYC hearings and impose sanctions on referred youth offenders that reflect restorative justice principles (~20% of total responsibilities); and
- (2) Refinement and support of relationships with the JCYC's referral partners (i.e. both existing and potential schools and community partners) and other stakeholders in order to ensure sustainability of referred matters for JCYC hearings and opportunities for community engagement (~30% of total responsibilities); and
- (3) Research funding and grant opportunities for the JCYC and the potential viability of the establishment of a self-sustaining non-profit organization for future support the JCYC (~20% of total responsibilities)
- (4) Development of a JCYC operations manual to document, standardize, and maintain the high quality of all aspects of the program and help ensure consistency and quality in the program (~30% of total responsibilities).

3. Please list any specific skills or experiences that will be critical for the fellow's success.

The fellow will above all have a strong belief in the philosophy of restorative justice. Further, as this is a youth-centric program, prior experience and/or desire to work with youth will be critical to success. Skills or experience with research, the nonprofit world, program management or coordination, group facilitation, and community outreach and engagement will be invaluable to the fellow.

4. What do you expect the Fellow to gain from working with you during the Public Policy Fellowship? This may include specific experiences, skills, perspectives and/or network.

The Fellow will have a rewarding experience, working with a diverse group of youth in one the fastest growing and most culturally diverse place in the United States. They will be placed into a teacher/mentor-like role, helping young people to develop strong decision making, critical thinking, advocacy, and public speaking skills.

They will also be working throughout the community with existing referral partners and helping to create new partnerships that will support program sustainability. Further, they will help to identify and apply for various funding sources that will support program sustainability and work towards establishing a non-profit for the program, as well as work on developing an operations manual to guide the future of the program. This will help them to gain experience in program administration and sustainability, ensuring that there are policies and procedures in place to ensure continuity and consistency of program leadership.

5. What qualifications or qualities would you like your ideal candidate to bring to the fellowship?

- Belief in the restorative justice movement
- Experience with nonprofit work, youth, and/or criminal justice
- 1-2 years work experience or college coursework in criminal justice area
- Attention to detail
- Interpersonal skills
- Ability to work with diverse group of youth
- Comfortable with public speaking

6. Please describe your office's management philosophy and work culture. How will you provide opportunities for growth and professional development of the fellow?

Our management philosophy is provided with the expectation that tasks are executed in a clear and concise manner. Task as assigned and completed within a level of autonomy as we will not micromanage, but rather provide guidance and resources to allow the fellow to work on tasks independently.

Our work culture is respectful and supportive of youth. JCYC requires court level professionalism within a youth-led lens. We are cognizant and respectful of the legal relationships and obligations of schools, courts, and police, and how the scope of JCYC services fit within those parties.

Growth and professional development are inherently tied to teaching professionalism to teenagers, which begins with the examples led by the staff. JCYC operates within the community, so in the same week, we might have meetings with the Jersey City Police Department, Jersey City Public Schools, and/or the Mayor's Office – all of which require professionalism in speech and conduct. Representatives are required to maintain a level of respect and decorum that mimics that of the courts.

7. *Is there anything else we should know about your organization or project to help identify a candidate who could be the best fit?*

We are in our second year and 2019 will be our third year of active programming. Currently the focus of the program continues to be on operations, but is expanding to incorporate the idea of building for longevity. We are looking for a candidate who can help us build upon and codify existing infrastructure to move forward.

Melissa Kozakiewicz

From: LeKisha Jordan <LeKisha.Jordan@educationalequity.org>
Sent: Monday, February 26, 2018 11:17 PM
To: Melissa Kozakiewicz
Cc: Jay Artis-Wright; Margo Kinneberg; Aba Fuah
Subject: Update: LEE Public Policy Fellow Host Application [action req'd by 3/15]
Attachments: PPF Partner Agreement FY18_redlined.docx

Dear Melissa,

We are excited to share that LEE plans to partner with you to host a Public Policy Fellow starting in September! LEE will provide full funding in the amount of \$45,000 to pay the fellow. We look forward to partnering with the City of Jersey City to support a full-time, nine-month fellow who will support the Jersey City Youth Counsel.

See below for the next steps and timeline to ensure you are able to successfully host a fellow this fall.

Next Steps

1. Legal requirements

To confirm your ability to host, please review the attached MOU and ensure that the language works for you by **March 15, 2018**. If there are changes that you would like to make to the agreement, please do so via track changes. We will work with you and our legal counsel to update any language that must be fixed for legal reasons.

Upon confirmation, our coordinator Aba Fuah (copied here) will share a digital version for you to sign via DocuSign. **We cannot share finalist information with you until we have received the signed MOU.**

2. Recruitment

As we recruit for a fellow(s) for your placement, we will be looking for candidates who match the desired skills and background you outlined in your host application. If anything has changed since you submitted your application, please share those changes as soon as possible. Final placement will be dependent on us finding a match for your placement.

If you know LEE members in your region who would be a good fit for your placement, please refer them to me for more information.

Timeline & Key Dates

Please review the key dates below and prepare time on your calendars to interview and select your finalists. If you will be out of office during the host interview window, please be sure to put us in contact with a colleague who can support the selection process in your absence.

- **February 26:** Fellow application opens.
- **By March 15:** Submit signed MOU via DocuSign.
- **March 31:** Fellow application closes.
- **April 1 – May 2:** Fellow application reviews and interviews with LEE staff.
- **May 14 – May 30:** Finalists shared with Hosts for interviews.
- **May 31:** Hosts notify LEE of selection decisions.

Please let me know if you have any questions and congratulations again!

Best,
LeKisha

LeKisha M. Jordan
Director, Fellowships
Policy & Advocacy
Leadership for Educational Equity
Phone: (202) 597-1180
lekisha.jordan@educationalequity.org



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

City Clerk File No. Res. 18-352

Agenda No. 10.X

Approved: APR 11 2018

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO NOBEL SYSTEMS INC. FOR AUTO IMPOUND MANAGEMENT SOFTWARE FOR THE DEPARTMENT OF PUBLIC WORKS THROUGH THE NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA)

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

WHEREAS, N.J.S.A. 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, The National Cooperative Purchasing Alliance is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, the Department of Public Works needs to track the complete auto impound cycle; from the identification of the impound, to owner notification and release, and fees collected through auctions for unclaimed vehicles; and

WHEREAS, Resolution 15.111 approved on February 10, 2015 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with The National Cooperative Purchasing Alliance (NCPA); and

WHEREAS, the Public Works Director's Office wishes to purchase AIM's software from Nobel Systems Inc., 13 W. River Road, Suite A, Rumson, New Jersey 07760 who is in possession of National Cooperative Purchasing Alliance contract number 05-07; and

WHEREAS, the total amount of the contract is \$42,000.00; and

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

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

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

1. A contract in the amount of \$42,000.00 for AIMS software is awarded to Nobel Systems, Inc.
2. The term of the contract shall be effective April 1, 2018 through December 31, 2018.
3. This contract is awarded pursuant to N.J.S.A. 52:34-6.2.
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.

(Continued on page 2)

City Clerk File No. Res. 18-352

Agenda No. 10.X

TITLE: **APR 11 2018**

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO NOBEL SYSTEMS INC. FOR AUTO IMPOUND MANAGEMENT SOFTWARE FOR THE DEPARTMENT OF PUBLIC WORKS THROUGH THE NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA)

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 2018 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2018 fiscal year permanent budget.

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

| <u>Operating Account</u> | <u>PO #</u> | <u>Total Contract</u> | <u>Encumbrance</u> |
|--------------------------|-------------|-----------------------|--------------------|
| 01-201-26-290-314 | 128634 | \$42,000.00 | \$15,000.00 |

Approved: _____

Peter Folgado
Peter Folgado, Director of Purchasing,
QPA, RPPO

March 19, 2018

Date

PF/pv
3/19/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.R.
3-22-18

APPROVED: Ron Lita

Business Administrator

Robert Byrne
Corporation Counsel

Certification Required

Not Required

APPROVED **9-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| 4.11.18 | | | | | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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 AWARD OF A CONTRACT TO NOBEL SYSTEMS FOR AUTO IMPOUND MANAGEMENT SOFTWARE FOR THE DEPARTMENT OF PUBLIC WORKS THROUGH THE NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA).

Project Manager

| Department/Division | DPW | Automotive |
|---------------------|--------------------------------|---|
| Name/Title | Hector Ortiz Martin Valenti | Asst. DPW Director Asst. Automotive Director |
| Phone/email | 201-547-4400 201-547-4422 | ortizh@icnj.org mvalenti@icnj.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:

- The purpose of this resolution is to provide the AIMS software to track the Car Impound.
- For the inventory of impounded vehicles.
- DPW spent \$42,000.00 in 2017.

Cost (Identify all sources and amounts)

01-201-26-290-314 (Director Off. Operating)
Contract Amount =\$42,000.00
Temporary Amount =\$15,000.00

Contract term (include all proposed renewals)

Contract duration is only through December 31, 2018.

Type of award

Cooperative Contract Award

If "Other Exception", enter type
Additional Information

National Cooperative Purchasing Alliance # 05-07.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

[Signature]
Signature of Purchasing Director

3/20/18
Date



National Cooperative Purchasing Alliance



NOBELSYSTEMS™

Nobel Systems

Website: <http://www.nobel systems.com>

Overview

Since 1984, NOBEL Systems® has delivered outstanding software services to a wide array of clients in the public and private sectors. Our team possesses a wealth of experience developing and implementing software solutions, web applications and IT solutions.

NOBEL Systems has been servicing local, county and state government agencies for over 20 years. We have developed a complete line of applications designed to meet the needs of government users responsible for auto impound management (AIM), fleet maintenance, government property, and recycling/sanitation management.

Our software solutions are cost effective and efficient. They utilize the benefits of cloud computing, allowing you to access your information from anywhere that has an internet connection, and controlled by simply using a secure, role-based login. Backed by our partnership with Rackspace® hosting, NOBEL offers the most secure and up-to-date technology to support our software and protect your data.

Contract Info

Awarded Vendor:

Nobel Systems

Contract Awarded:

Auto Impound Management

Contract Number:

05-07

Lead Agency:

Region 14 ESC

Contract Term:

5 year term, May 13, 2014 to May 31, 2019

**Option to renew for zero (0) additional one (1) year periods.*

Due Diligence

Request for Proposal:

[RFP for Auto Impound Management](#)

Awarded Vendor Response:

[Nobel Systems' Response to RFP](#)

Evaluation:

[Bid Tab & Request for RFP List](#)

Award Letter:

[Region 14 Award Letter](#)

Renewal Letter:
[5th Year Renewal Letter](#)

Advertisements:
[USA Today Ad 1](#)
[USA Today Ad 2](#)
[NCPA Website Ad](#)

Vendor Contact

Mike Ferraro
Strategic Business Development
709 Sycamore Ave
Tinton Falls, NJ 07701
(888) 950-9550
mike@nobelsystems.com

**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 | Mira Prinz-Arcy for Council |
| Lavarro for Councilman | Friends of Richard Boggiano |
| Friends of Joyce Watterman | Michael Yun for Council |
| Friends of Daniel Rivera | Solomon for Council |
| Ridley for Council | Friends of Jermaine 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 |
|------------------------------|-----------------------------------|
| Laven Baghdassarian | 62 E. River Rd. Rumson, N.J 07760 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Part 3 - Signature and Attestation:

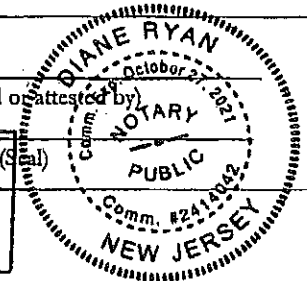
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: NABEL Computer Systems, Inc.
 Signature of Affiant: [Signature] Title: President
 Printed Name of Affiant: Laven Baghdassarian Date: 3-13-2018

Subscribed and sworn before me this 13 day of March, 2018.

My Commission expires: Oct 27, 2021

(Witnessed or attested by)
DIANE RYAN
 Notary Public
 State of New Jersey
 My Commission Expires Oct. 27, 2021
 I.D.# 2414042





New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0506228 FOR NOBEL COMPUTER SYSTEMS, INC. IS VALID.

**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 NOBEL systems, Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding 3-13-2015 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract NOBEL systems (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: NOBEL systems, Inc.

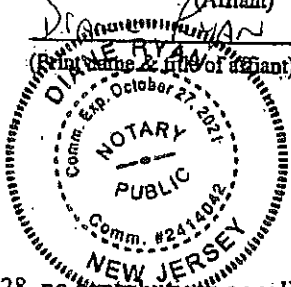
Signed: [Signature] Title: President

Print Name: Liver Beghdassarian Date: 3/13/2015

Subscribed and sworn before me
this 13 day of March, 2015.
My Commission expires: Oct 27, 2021

[Signature]
(Affiant)
DIANE RYAN
(Print name & title of affiant) (Corporate Seal)

DIANE RYAN
Notary Public
State of New Jersey
My Commission Expires Oct. 27, 2021
I.D.# 2414042



****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.**

**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: NOBEL systems, inc.
Address: 13 W. Rival Rd. Rumson N.J. 07160
Telephone No.: 888-950-9550 Suite A
Contact Name: Levon Baydassarian

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.

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 : NOBEL Systems, Inc.
Address : 13 W. River Rd. Suite A
Telephone No. : Rensselaer, N.J 07760 888-950-9550
Contact Name : Luan Baghdassarian

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

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. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: Joseph B. Belderson, President
Representative's Signature: [Signature]
Name of Company: NOBEL SYSTEMS
Tel. No.: 888-950-9550 Date: 03-13-2018

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): Manoj Bughadesian, President

Representative's Signature: [Signature]

Name of Company: NOBEL Systems

Tel. No.: 807-950-9550 Date: 3-13-2018

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

City Clerk File No. Res. 18-353

Agenda No. 10.Y

Approved: APR 11 2018

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ATLANTIC UNIFORM COMPANY INC. FOR THE PURCHASE OF BODY ARMOR UNDER STATE CONTRACT FOR DEPARTMENT OF PUBLIC SAFETY, POLICE EMERGENCY SERVICES UNIT (E.S.U.), FUNDED THROUGH THE FY-16 AND FY-17 URBAN AREA SECURITY INITIATIVE ACTIVE SHOOTER GRANT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, tactical vests and ballistic helmets are needed for the members of the Police Emergency Services Unit; 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 a City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, Atlantic Uniform Company Inc., 468 Washington Avenue, Belleville, New Jersey 07105 is an authorized dealer and distributor of Armor Express (A.E.) who is in possession of state contract A81348, and submitted a proposal in the amount of one hundred twenty two thousand, one hundred fifty six dollars and ten cents (\$122,156.10) for the purchase of body armor; and

WHEREAS, funds are available for this contract in the Grant Account;

| Account | P.O. # | State Contract | Total Contract |
|-------------------|--------|----------------|---------------------|
| 02-213-40-672-314 | 128679 | A81348 | \$ 49,126.00 |
| 02-213-40-772-314 | 128680 | A81348 | \$ 73,030.10 |
| | | Total | \$122,156.10 |

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 \$122,156.10 for the purchase of body armor is awarded to Atlantic Uniform Company Inc.
2. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
3. The term of the contract will be completed upon the delivery of goods and services.
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.


(Continued to page 2)

City Clerk File No. Res. 18-353

Agenda No. 10.Y

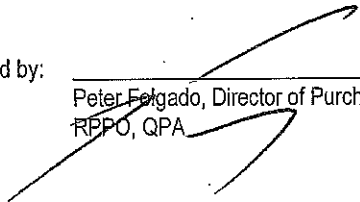
TITLE: **APR 11 2018**

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ATLANTIC UNIFORM COMPANY INC. FOR THE PURCHASE OF BODY ARMOR UNDER STATE CONTRACT FOR DEPARTMENT OF PUBLIC SAFETY, POLICE EMERGENCY SERVICES UNIT (E.S.U.), FUNDED THROUGH THE FY-16 AND FY-17 URBAN AREA SECURITY INITIATIVE ACTIVE SHOOTER GRANT

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

WHEREAS, funds are available for this contract in the Grant Account:

| Account | P.O. # | State Contract | Total Contract |
|-------------------|--------|----------------|----------------|
| 02-213-40-672-314 | 128679 | A81348 | \$ 49,126.00 |
| 02-213-40-772-314 | 128680 | A81348 | \$ 73,030.10 |
| Total | | | \$122,156.10 |

Approved by: 
Peter Folgado, Director of Purchasing
RPPO, QPA


March 29, 2018
Date

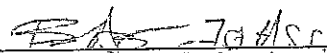
PF/pv/RR
3/29/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

RR
4-2-18

APPROVED: 
Business Administrator


Corporation Counsel

Certification Required

Not Required

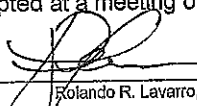
APPROVED **9-0**

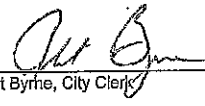
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.11.18 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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

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 ATLANTIC UNIFORM COMPANY INC. FOR THE PURCHASE OF BODY ARMOR UNDER STATE CONTRACT FOR DEPARTMENT OF PUBLIC SAFETY, OFFICE OF EMERGENCY AND HOMELAND SECURITY

Initiator

| | | |
|---------------------|----------------|--------------------|
| Department/Division | PUBLIC SAFETY | OEM |
| Name/Title | W. GREG KIERCE | DIRECTOR |
| Phone/email | 201.547.5681 | WKierce@NJJCPS.ORG |

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

Resolution Purpose

This resolution will approve a contract with Atlantic Uniform Company to provide Tactical Vests and Ballistic Helmets for members of the JCPD Emergency Services Unit funded through the FFY-16 & FFY-17 Urban Area Security Initiative (UASI) Active Shooter funding.

I certify that all the facts presented herein are accurate.



Signature of Department Director

3/27/18
Date



Peter Folgado, Director of Purchasing
RPPO, QPA

3/29/18
Date

DISTRIBUTORS FOR POLICE AND HOMELAND SECURITY EQUIPMENT & SUPPLIES (12-x-21817) T0106

Revised

03/2016

| Contractor/Contract # | Distributors | Contact Person | Phone | eMail Address |
|-------------------------------------|--|-------------------------------|------------------------|-------------------------------------|
| American Aluminum Access./A81375 | Emergency Accessories & Installations Inc. | Rich Coyle | 856-427-2796 | rcovle@winnerford.com |
| | Mobile Fleet Inc. | Daniel Bittner | 631-206-2920 | dbittner@mobilefleet.com |
| | Municipal Equipment Enterprises | Danielle Green | 609-484-0555 | orders@upfitme.com |
| Armor Express/A81348 | Atlantic Uniforms | Gary DeRogogatis | 973-273-0786 | atlanticuniform@gmail.com |
| | Samzies Uniforms | Paul Warren | 609-883-2811 | amanda@samziesuniforms.com |
| | Witmer Associates Inc. | Kevin Shaffer | 888-335-9800 | kshaffer@officestore.com |
| | Lanigan Associates | Ricahrd Domigquez | 732-530-0447 | lanigansrich@verizon.net |
| ArmorShield USA's/A82179 | Atlantic Uniforms | Bob Leary or Gary DeRogogatis | 973-273-0786 | info@nipoliceoutfitters.com |
| | | | | |
| Code 3/A81331 | Beyer - Warnock Fleet Sales & Service | Justin Grant | 973-319-7015 | jgrant@warnockauto.com |
| | Emergency Services System | Lisa Krushinski | 908-910-4634 | lkrush@emergencyservicessystems.com |
| | Kaldor Emergency Lights | Illana Gases | 732-780-6707 | kaldorlights@aol.com |
| | Mall Chevrolet | Richard DiRenzo | 856-449-9254 | ret2600@gmail.com |
| | Municipal Equipment Enterprises | Charles Carter | 609-484-0555 | orders@upfitme.com |
| | Norcia Corporation | Pat Norica | 732-297-1101 | norcacorp@gmail.com |
| | Tactical Public Safety | James Foley | 856-768-3336 | jim.foley@tacticalpublicsafety.com |
| | Triangle Communications LLC | Laura Cheshire | 908-286-0911 | |
| | Vineland Auto Electric, Inc. | Brandon Venturi | 856-691-5845 | brandon@vinelandautoelectric.com |
| Draeger Safety Inc. /A81301 | All Hands Fire Equipment | Scott Colarusso | 732-502-8060 | scott@allhandsfire.com |
| | Aramco, Inc. | Patti Kalkanidis | 856-686-7700 ext. 7721 | pkalkanidis@aramco.com |
| | Bomark Instruments, Inc. | Kevin Ruehle | 973-838-2244 | kevrule@bomarkinstruments.com |
| | Gen-El Safety & Industrial Products | Greg Krannich | 973-584-8777 | greg@genelsafety.com |

Atlantic Uniform Company
468 Washington Avenue

Belleville New Jersey 07109
U.S.A

Quote

EST-000010

Bill To

Jersey City PD ESU/ Lt. V. Glenn
13-15 Linden Avenue East
Jersey City
07305 NJ
U.S.A

Estimate Date : 13 Mar 2018

Expiry Date : 13 May 2018

Reference# : JCPD0313#2

| # | Item & Description | Qty | Unit Price | Amount |
|---|--|------|--------------|-------------------|
| 1 | Busch AMP-1TP Ballistic Helmet VPAM Busch AMP-1TP ballistic VPAM helmet with ralls and dial, threat level IIIA, #HELBTPFC. | 1.00 | 1,430.00 | 1,430.00 |
| 2 | Busch Helmet Impact Visor Busch helmet impact visor 6.2" with liquid barrier, #HELBIMPLB. | 1.00 | 264.00 | 264.00 |
| | | | Sub Total | 1,694.00 |
| | | | Total | \$1,694.00 |

Notes

Looking forward for your business.

29 PIECES @ \$ 49,126⁰⁰

Terms & Conditions

Agency purchase order required to proceed.

APPROVED
[Signature]
FY-16



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>

FORD M. SCUDDER
State Treasurer

MAURICE GRIFFIN
Acting Director

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

AMENDMENT # 234

T-0106

Solicitation # 21817 and 22630

TO: All Using Agencies

DATE: December 21, 2017

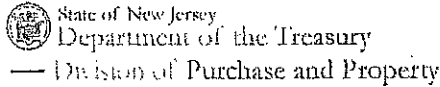
FROM: Donald Warren, Procurement Specialist, Fleet Unit

SUBJECT: Police and Homeland Security Equipment and Supplies – Statewide – One hundred twenty (120) day Transitional Extension

CONTRACT PERIOD: Original: May 01, 2012 to April 30, 2015
 1st Extension: May 01, 2015 to April 30, 2016
 2nd Extension: May 01, 2016 to October 31, 2016
 3rd Extension: November 01, 2016 to April 30, 2017
 Transition: May 01, 2017 to August 28, 2017
 Transition: August 29, 2017 to December 26, 2017
 Transition: December 27, 2017 to April 26, 2018

Please be advised that the following Blanket P.O.s (Contracts) have been extended for a period of one hundred and twenty (120) days, through April 25, 2017, at the same contract pricing, terms, conditions and specifications.

| Vendor (Contractor) 12-X-21817 | Blanket P.O. (Contract) # | Vendor (Contractor) 12-X-21817 | Blanket P.O. (Contract)# |
|-----------------------------------|------------------------------|-----------------------------------|-----------------------------|
| 1075 EMERGENCY LIGHTING | 81347 | KALDOR EMERGENCY LIGHTS LLC | 81333 |
| 511 INC | 81360 | KDH DEFENSE SYSTEMS INC | 81309 |
| ADVANCED ELECTRONICS DESIGN | 81300 | LAKELAND INDUSTRIES INC | 81302 |
| AMERICAN ALUMINUM ACCESSORIES | 81375 | LANIGAN ASSOCIATES INC | 81299 |
| AMKUS INC | 81313 | LASER TECHNOLOGY INC | 81322 |
| APPLIED CONCEPTS INC | 81323 | LAWMEN SUPPLY CO NJ INC | 81295 |
| ARAMSCO INC | 81352 | MINE SAFETY APPLIANCES CO | 81357 |
| ARMOR EXPRESS | 81348 | MOBILE VISION INC | 81311 |
| ASTROPHYSICS INC | 81310 | MOOSE BOATS INC | 81317 |
| ATLANTIC TACTICAL INC | 81297 | MUNICIPAL EQUIPMENT | 81332 |
| AXON ENTERPRISE INC | 81321 | POINT BLANK ENTERPRISE INC | 81351 |



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

**T-0106
 POLICE AND HOMELAND SECURITY EQUIPMENT
 AND SUPPLIES - STATEWIDE**

| |
|------------------------|
| Vendor Information |
| Authorized Dealers |
| By Vendor |
| RFP Documents |
| Email to KRISTI THOMAS |

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

[Download All Documents](#)

- [State Contract Manager](#) Adobe PDF (7 kb)
- [Price List Link](#)
- [Subcontractor List](#) Adobe PDF (137 kb)
- [Amendment #1 - Product Addition](#) Adobe PDF (76 kb)
- [Amendment #2 - Product Addition](#) Adobe PDF (30 kb)
- [Amendment #3 - Additional Distributors](#) Adobe PDF (28 kb)
- [Amendment #4 - Product Addition](#) Adobe PDF (14 kb)
- [Amendment #5 - Product Addition](#) Adobe PDF (6 mb)
- [Amendment #6 - Product Addition](#) Adobe PDF (24 kb)
- [Amendment #7 - Additional Distributors](#) Adobe PDF (12 kb)
- [Amendment #8 - Product Addition](#) Adobe PDF (48 kb)
- [Amendment #9 - Additional Distributors](#) Adobe PDF (15 kb)
- [Amendment #10 - Product Cancellation](#) Adobe PDF (44 kb)
- [Amendment #11 - Product Addition](#) Adobe PDF (46 kb)
- [Amendment #12 - Product Addition](#) Adobe PDF (130 kb)
- [Amendment #13 - Additional Distributors](#) Adobe PDF (12 kb)
- [Amendment #14 - Product Addition](#) Adobe PDF (26 kb)
- [Amendment #15 - Price List Update\(s\)](#) Adobe PDF (156 kb)
- [Amendment #16 - Price List Update\(s\)](#) Adobe PDF (4 mb)
- [Amendment #17 - Product Addition](#) Adobe PDF (36 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-0106 |
| Contract #: | VARIOUS |
| Contract Period: | FROM: 05/01/12 TO: 04/27/18 |
| Applicable To: | ALL STATE AGENCIES |
| Cooperative Purchasing: | POLITICAL SUBDIVISIONS* |
| Vendor Name & Address: | SEE VENDOR INFORMATION SECTION |
| For Procurement Bureau Use: | |
| Solicitation #: | 21817 |
| Bid Open Date: | 01/11/12 |
| CID #: | 1039379 |
| Commodity Code: | 680-04 |
| Set-Aside: | NONE |

| | |
|---|---|
| Minority Business Enterprise: | NO |
| Women Business Enterprise: | NO |
| Cooperative Purchasing *: | YES |
| * WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS? | |
| Vendor Name & Address: | ARMOR EXPRESS 7915 CAMERON PO BOX 516 CENTRAL LAKE, MI 49622 |
| Contact Person: | KRISTIN LANDIS |
| Contact Phone: | 231-544-6090 |
| Order Fax: | 231-544-6734 |
| Contract#: | 81348 |
| Expiration Date: | 04/27/18 |
| Terms: | NONE |
| Delivery: | 30 DAYS ARO |
| Small Business Enterprise: | NO |
| Minority Business Enterprise: | NO |
| Women Business Enterprise: | NO |
| Cooperative Purchasing *: | YES |
| * WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS? | |
| Vendor Name & Address: | ARMORSHIELD USA LLC 3600 HEBRON RD HEBRON, OH 43250 |
| Contact Person: | DALE TAYLOR |
| Contact Phone: | 904-556-7337 |
| Order Fax: | 740-928-0060 |
| Contract#: | 82179 |
| Expiration Date: | 04/27/18 |
| Terms: | 5% 10 NET 30 |
| Delivery: | 30 DAYS ARO |
| Small Business Enterprise: | NO |
| Minority Business Enterprise: | NO |
| Women Business Enterprise: | NO |
| Cooperative Purchasing *: | YES |
| * WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS? | |
| Vendor Name & Address: | ASTROPHYSICS INC 21481 FERRERO PARKWAY CITY INDUSTRY, CA 91789 |
| Contact Person: | JENNIFER DORAN |
| Contact Phone: | 909-598-5488 |
| Order Fax: | 909-598-5546 |
| Contract#: | 81310 |
| Expiration Date: | 04/27/18 |
| Terms: | NONE |
| Delivery: | SPECIFIED ELSEWHERE |
| Small Business Enterprise: | NO |
| Minority Business Enterprise: | NO |
| Women Business Enterprise: | NO |
| Cooperative Purchasing *: | YES |
| * WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS? | |
| Vendor Name & Address: | ATLANTIC TACTICAL INC 763 CORPORATE CIRCLE NEW CUMBERLAND, PA 17070 |
| Contact Person: | SEAN M. CONNVILLE |
| Contact Phone: | 717-774-3339 |
| Order Fax: | 717-774-4463 |
| Contract#: | 81297 |

| | |
|------------------------------------|---|
| Contract#: 81338 | Title: POLICE AND HOMELAND SECURITY EQUIPMENT |
| Dealer/Distributor Name & Address: | EAST COAST EMERGENCY LIGHTING 1945 4TH ST NORTH BRUNSWICK NJ 08902-4527 |
| Contact Person: | |
| Contact Phone: | 000-000-0000 |
| Contract#: 81347 | Title: POLICE AND HOMELAND SECURITY EQUIPMENT |
| Dealer/Distributor Name & Address: | ABSOLUTE FIRE PROTECTION 2800 HAMILTON BLVD SO PLAINFIELD NJ 07080 |
| Contact Person: | ANTHONY AMOROSO |
| Contact Phone: | 908-757-3600 |
| Dealer/Distributor Name & Address: | ATLANTIC TACTICAL INC 763 CORPORATE CIRCLE NEW CUMBERLAND PA 17070 |
| Contact Person: | SEAN CONNVILLE |
| Contact Phone: | 717-774-3339 |
| Contract#: 81348 | Title: POLICE AND HOMELAND SECURITY EQUIPMENT |
| Dealer/Distributor Name & Address: | ATLANTIC UNIFORM CO INC 468 WASHINGTON AVE BELLEVILLE NJ 07109 |
| Contact Person: | GARY DEROGATIS |
| Contact Phone: | 973-273-0786 |
| Dealer/Distributor Name & Address: | LANIGAN ASSOCIATES INC 496 SHREWSBURY AVENUE TINTON FALLS NJ 07701 |
| Contact Person: | PHILIP J LANIGAN |
| Contact Phone: | 732-530-0447 |
| Dealer/Distributor Name & Address: | SAMZIES UNIFORMS 28 SCOTCH ROAD WEST TRENTON NJ 08628 |
| Contact Person: | PAUL H WARREN |
| Contact Phone: | 609-883-2811 |
| Dealer/Distributor Name & Address: | WITMER ASSOCIATES INC 104 INDEPENDENCE WAY COATESVILLE PA 19320-1653 |
| Contact Person: | UNKNOWN |
| Contact Phone: | 610-857-8070 |
| Contract#: 81350 | Title: POLICE AND HOMELAND SECURITY EQUIPMENT |
| Dealer/Distributor Name & Address: | LAWMEN SUPPLY CO NJ INC 7115 AIRPORT HIGHWAY PENNSAUKEN NJ 08109 |
| Contact Person: | LINDA T MAGOLDA |
| Contact Phone: | 609-965-7307 |
| Contract#: 81351 | Title: POLICE AND HOMELAND SECURITY EQUIPMENT |
| Dealer/Distributor Name & Address: | LAWMEN SUPPLY CO NJ INC 7115 AIRPORT HIGHWAY PENNSAUKEN NJ 08109 |
| Contact Person: | LINDA T MAGOLDA |
| Contact Phone: | 609-965-7307 |
| Dealer/Distributor Name & Address: | SAMZIES UNIFORMS 28 SCOTCH ROAD WEST TRENTON NJ 08628 |
| Contact Person: | PAUL H WARREN |
| Contact Phone: | 609-883-2811 |
| Contract#: 81357 | Title: POLICE AND HOMELAND SECURITY EQUIPMENT |
| Dealer/Distributor Name & Address: | ARAMSCO INC P O BOX 29VIEW AVENUE THORORFARE NJ 08086 |
| Contact Person: | CURTIS A MASSEY |
| Contact Phone: | 856-686-7700 |
| Dealer/Distributor Name & Address: | |

| COMM CODE: 680-08-082346 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: BODY ARMOR AND ACCESSORIES BRAND: ARMOR EXPRESS P/L DATED: 1/10/12 - RETAIL P/L #: REV. REL 1/10/12 | | | | | |
|---|---|--------------|------------------------|------------|------------|
| Vendor: ARMORSHIELD USA LLC | | | Contract Number: 82179 | | |
| LINE# | DESCRIPTION/MFGR/BRAND | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00109 | COMM CODE: 680-08-082334 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: BODY ARMOR AND ACCESSORIES BRAND: ARMOR SHIELD P/L DATED: 1/6/12 - RETAIL/AGENCY | 1.000 | EACH | 35.00% | N/A |
| Vendor: ASTROPHYSICS INC | | | Contract Number: 81310 | | |
| LINE# | DESCRIPTION/MFGR/BRAND | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00250 | COMM CODE: 257-31-082733 [DEFENSE SYSTEM AND HOMELAND SECURITY...] ITEM DESCRIPTION: CBRNE DETECTION BRAND: ASTROPHYSICS INC. P/L DATED: 1/1/12 - LIST | 1.000 | EACH | 20.00% | N/A |
| Vendor: ATLANTIC TACTICAL INC | | | Contract Number: 81297 | | |
| LINE# | DESCRIPTION/MFGR/BRAND | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00009 | COMM CODE: 680-04-021196 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: AMMUNITION (NEW) ALL CALIBERS AND TYPES BRAND: WINCHESTER P/L DATED: 1/1/12 - RETAIL | 1.000 | EACH | 44.00% | N/A |
| 00010 | COMM CODE: 680-04-021203 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: AMMUNITION (NEW) ALL CALIBERS AND TYPES BRAND: WINCHESTER IN LOTS OF 20,000 PLUS ROUNDS P/L DATED: 1/1/12 - RETAIL | 1.000 | EACH | 44.00% | N/A |
| 00011 | COMM CODE: 680-04-021205 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: AMMUNITION (NEW) ALL CALIBERS AND TYPES BRAND: WINCHESTER - 12 GAUGE 00 BUCK, MAG IN LOTS OF 10,000 RDS & UP P/L DATED: 1/1/12 - RETAIL | 1.000 | EACH | 44.00% | N/A |
| LINE# | DESCRIPTION/MFGR/BRAND | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1323237 FOR ATLANTIC UNIFORM CO INC IS VALID.

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print):

John J. Roberts / CEO

Representative's Signature:

[Handwritten Signature]

Name of Company:

Atlantic United Company

Tel. No.:

973-451-1240

Date:

3/20/18



CITY OF JERSEY CITY
 DIVISION OF PURCHASING
 794 CENTRAL AVENUE, 7TH FLOOR, JERSEY CITY, NJ 07310
 P: 201 547 3756 FAX: 201 547 3800



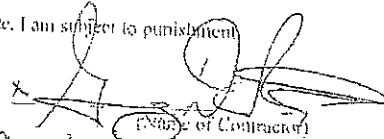
STANDARD FORM NO. 330-108

CERTIFICATION REGARDING SUSPENSION/DEBARMENT

IN TEN-FOLD BIDDING

I am Gary Derogatis of the firm of Atlantic Uniform Co.
 the Contractor who submitted the lowest responsible bid for the project known as
Police safety equipment
 I executed the Proposal submitted to the City of Jersey City with the full authority to do
 so. As of the date of execution of this Certification on this 26 day of March, 2018
20, the firm of Atlantic Uniform Co. has not been suspended or debarred
 from submitting bid proposals by the United States of America, its departments,
 divisions, and agencies or by the State of New Jersey, its departments, divisions, and
 agencies.

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.


 (Name of Contractor)

Signed By: Gary Derogatis
 Dated: 3/26/18
 Title: President

Sworn and subscribed to before me
 This ___ day of ___, 20__

*Must be notarized and returned with bid only if total bid amount exceeds \$100,000.00

WWW.JERSEYCITY.NJ.GOV

Atlantic Uniform Company

468 Washington Avenue

Belleville New Jersey 07109
U.S.A

Quote

EST-000009

Bill To

Jersey City PD ESU/ Lt. V. Glenn
13-15 Linden Avenue East
Jersey City
07305 NJ
U.S.A

Estimate Date : 13 Mar 2018

Expiry Date : 13 May 2018

Reference# : JCPD0313#1

| # | Item & Description | Qty | Unit Price | Amount |
|---|--|------|------------|--------|
| 1 | AE Lighthawk XT-2.0 Armor Express Lighthawk XT 2.0 tactical carrier:#LTKXT20 | 1.00 | 481.25 | 481.25 |
| 2 | AE Vortex 3A Tactical Ballistics Armor Express ballistic soft body armor panel, model Vortex, threat level IIIA, NIJ .06 certified (AEXPG2-A-III A). #LTKXTVTX3ARG2 | 1.00 | 797.50 | 797.50 |
| 3 | AE LT Shoulder Collar Halo II Armor Express soft shoulder collar ballistics, model Halo, threat level II, #TLTKSCHAL206. | 1.00 | 293.70 | 293.70 |
| 4 | AE LT Nape Halo II Armor Express soft nape ballistics, model Halo, threat level II, #TLTKNPAL206 | 1.00 | 37.40 | 37.40 |
| 5 | AE LT Groin Halo II Armor Express soft groin ballistics, model Halo, threat level II, #TLTKGGMAL206. | 1.00 | 82.50 | 82.50 |
| 6 | AE LT Standard Sleeves Halo II Armor Express soft standard sleeves ballistics, model Halo, threat level II, #TSLHAL206. | 1.00 | 155.65 | 155.65 |
| 7 | AE Harrier UL III+ SA Plate Armor Express ballistic hard armor plates, model Harrier UL, threat level III stand alone, 10x12, NIJ .06 certified, #PLTHO53M10-12FC (Set of 2). | 1.00 | 941.60 | 941.60 |
| 8 | ID Tag Police ID Tag (Set of 2). | 1.00 | 19.25 | 19.25 |

Sub Total 2,808.85

Total \$2,808.85



APPROVED

[Signature]
FY-17

26 Pieces @ \$ 73,030.¹⁰

Notes

Looking forward for your business.



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>

FORD M. SCUDDER
State Treasurer

MAURICE GRIFFIN
Acting Director

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

AMENDMENT # 234

T-0106

Solicitation # 21817 and 22630

TO: All Using Agencies

DATE: December 21, 2017

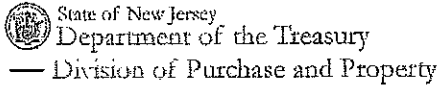
FROM: Donald Warren, Procurement Specialist, Fleet Unit

SUBJECT: Police and Homeland Security Equipment and Supplies – Statewide – One hundred twenty (120) day Transitional Extension

CONTRACT PERIOD: Original: May 01, 2012 to April 30, 2015
 1st Extension: May 01, 2015 to April 30, 2016
 2nd Extension: May 01, 2016 to October 31, 2016
 3rd Extension: November 01, 2016 to April 30, 2017
 Transition: May 01, 2017 to August 28, 2017
 Transition: August 29, 2017 to December 26, 2017
 Transition: December 27, 2017 to April 26, 2018

Please be advised that the following Blanket P.O.s {Contracts} have been extended for a period of one hundred and twenty (120) days, through April 25, 2017, at the same contract pricing, terms, conditions and specifications.

| Vendor {Contractor} 12-X-21817 | Blanket P.O. {Contract} # | Vendor {Contractor} 12-X-21817 | Blanket P.O. {Contract}# |
|-----------------------------------|------------------------------|-----------------------------------|-----------------------------|
| 1075 EMERGENCY LIGHTING | 81347 | KALDOR EMERGENCY LIGHTS LLC | 81333 |
| 511 INC | 81360 | KDH DEFENSE SYSTEMS INC | 81309 |
| ADVANCED ELECTRONICS DESIGN | 81300 | LAKELAND INDUSTRIES INC | 81302 |
| AMERICAN ALUMINUM ACCESSORIES | 81375 | LANIGAN ASSOCIATES INC | 81299 |
| AMKUS INC | 81313 | LASER TECHNOLOGY INC | 81322 |
| APPLIED CONCEPTS INC | 81323 | LAWMEN SUPPLY CO NJ INC | 81295 |
| ARAMSCO INC | 81352 | MINE SAFETY APPLIANCES CO | 81357 |
| ARMOR EXPRESS | 81348 | MOBILE VISION INC | 81311 |
| ASTROPHYSICS INC | 81310 | MOOSE BOATS INC | 81317 |
| ATLANTIC TACTICAL INC | 81297 | MUNICIPAL EQUIPMENT | 81332 |
| AXON ENTERPRISE INC | 81321 | POINT BLANK ENTERPRISE INC | 81351 |



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

**T-0106
 POLICE AND HOMELAND SECURITY EQUIPMENT
 AND SUPPLIES - STATEWIDE**

| |
|------------------------|
| Vendor Information |
| Authorized Dealers |
| By Vendor |
| RFP Documents |
| Email to KRISTI THOMAS |

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

[Download All Documents](#)

- [State Contract Manager](#) Adobe PDF (7 kb)
- [Price List Link](#)
- [Subcontractor List](#) Adobe PDF (137 kb)
- [Amendment #1 - Product Addition](#) Adobe PDF (76 kb)
- [Amendment #2 - Product Addition](#) Adobe PDF (30 kb)
- [Amendment #3 - Additional Distributors](#) Adobe PDF (28 kb)
- [Amendment #4 - Product Addition](#) Adobe PDF (14 kb)
- [Amendment #5 - Product Addition](#) Adobe PDF (6 mb)
- [Amendment #6 - Product Addition](#) Adobe PDF (24 kb)
- [Amendment #7 - Additional Distributors](#) Adobe PDF (12 kb)
- [Amendment #8 - Product Addition](#) Adobe PDF (48 kb)
- [Amendment #9 - Additional Distributors](#) Adobe PDF (15 kb)
- [Amendment #10 - Product Cancellation](#) Adobe PDF (44 kb)
- [Amendment #11 - Product Addition](#) Adobe PDF (46 kb)
- [Amendment #12 - Product Addition](#) Adobe PDF (130 kb)
- [Amendment #13 - Additional Distributors](#) Adobe PDF (12 kb)
- [Amendment #14 - Product Addition](#) Adobe PDF (26 kb)
- [Amendment #15 - Price List Update\(s\)](#) Adobe PDF (156 kb)
- [Amendment #16 - Price List Update\(s\)](#) Adobe PDF (4 mb)
- [Amendment #17 - Product Addition](#) Adobe PDF (36 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-0106 |
| Contract #: | VARIOUS |
| Contract Period: | FROM: 05/01/12 TO: 04/27/18 |
| Applicable To: | ALL STATE AGENCIES |
| Cooperative Purchasing: | POLITICAL SUBDIVISIONS* |
| Vendor Name & Address: | SEE VENDOR INFORMATION SECTION |
| For Procurement Bureau Use: | |
| Solicitation #: | 21817 |
| Bid Open Date: | 01/11/12 |
| CID #: | 1039379 |
| Commodity Code: | 680-04 |
| Set-Aside: | NONE |

| | |
|---|---|
| Minority Business Enterprise: | NO |
| Women Business Enterprise: | NO |
| Cooperative Purchasing *: | YES |
| * WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS? | |
| | |
| Vendor Name & Address: | ARMOR EXPRESS 7915 CAMERON PO BOX 516 CENTRAL LAKE, MI 49622 |
| Contact Person: | KRISTIN LANDIS |
| Contact Phone: | 231-544-6090 |
| Order Fax: | 231-544-6734 |
| Contract#: | 81348 |
| Expiration Date: | 04/27/18 |
| Terms: | NONE |
| Delivery: | 30 DAYS ARO |
| Small Business Enterprise: | NO |
| Minority Business Enterprise: | NO |
| Women Business Enterprise: | NO |
| Cooperative Purchasing *: | YES |
| * WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS? | |
| | |
| Vendor Name & Address: | ARMORSHIELD USA LLC 3600 HEBRON RD HEBRON, OH 43250 |
| Contact Person: | DALE TAYLOR |
| Contact Phone: | 904-556-7337 |
| Order Fax: | 740-928-0060 |
| Contract#: | 82179 |
| Expiration Date: | 04/27/18 |
| Terms: | 5% 10 NET 30 |
| Delivery: | 30 DAYS ARO |
| Small Business Enterprise: | NO |
| Minority Business Enterprise: | NO |
| Women Business Enterprise: | NO |
| Cooperative Purchasing *: | YES |
| * WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS? | |
| | |
| Vendor Name & Address: | ASTROPHYSICS INC 21481 FERRERO PARKWAY CITY INDUSTRY, CA 91789 |
| Contact Person: | JENNIFER DORAN |
| Contact Phone: | 909-598-5488 |
| Order Fax: | 909-598-5546 |
| Contract#: | 81310 |
| Expiration Date: | 04/27/18 |
| Terms: | NONE |
| Delivery: | SPECIFIED ELSEWHERE |
| Small Business Enterprise: | NO |
| Minority Business Enterprise: | NO |
| Women Business Enterprise: | NO |
| Cooperative Purchasing *: | YES |
| * WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS? | |
| | |
| Vendor Name & Address: | ATLANTIC TACTICAL INC 763 CORPORATE CIRCLE NEW CUMBERLAND, PA 17070 |
| Contact Person: | SEAN M. CONNVILLE |
| Contact Phone: | 717-774-3339 |
| Order Fax: | 717-774-4463 |
| Contract#: | 81297 |

| | |
|---|---|
| Contract#: 81338 | Title: POLICE AND HOMELAND SECURITY EQUIPMENT |
| Dealer/Distributor Name & Address: | EAST COAST EMERGENCY LIGHTING 1945 4TH ST NORTH BRUNSWICK NJ 08902-4527 |
| Contact Person: | |
| Contact Phone: | 000-000-0000 |
| Contract#: 81347 | Title: POLICE AND HOMELAND SECURITY EQUIPMENT |
| Dealer/Distributor Name & Address: | ABSOLUTE FIRE PROTECTION 2800 HAMILTON BLVD SO PLAINFIELD NJ 07080 |
| Contact Person: | ANTHONY AMOROSO |
| Contact Phone: | 908-757-3600 |
| Dealer/Distributor Name & Address: | ATLANTIC TACTICAL INC 763 CORPORATE CIRCLE NEW CUMBERLAND PA 17070 |
| Contact Person: | SEAN CONNVILLE |
| Contact Phone: | 717-774-3339 |
| Contract#: 81348 | Title: POLICE AND HOMELAND SECURITY EQUIPMENT |
| Dealer/Distributor Name & Address: | ATLANTIC UNIFORM CO INC 468 WASHINGTON AVE BELLEVILLE NJ 07109 |
| Contact Person: | GARY DEROGATIS |
| Contact Phone: | 973-273-0786 |
| Dealer/Distributor Name & Address: | LANIGAN ASSOCIATES INC 496 SHREWSBURY AVENUE TINTON FALLS NJ 07701 |
| Contact Person: | PHILIP J LANIGAN |
| Contact Phone: | 732-530-0447 |
| Dealer/Distributor Name & Address: | SAMZIES UNIFORMS 28 SCOTCH ROAD WEST TRENTON NJ 08628 |
| Contact Person: | PAUL H WARREN |
| Contact Phone: | 609-883-2811 |
| Dealer/Distributor Name & Address: | WITMER ASSOCIATES INC 104 INDEPENDENCE WAY COATESVILLE PA 19320-1653 |
| Contact Person: | UNKNOWN |
| Contact Phone: | 610-857-8070 |
| Contract#: 81350 | Title: POLICE AND HOMELAND SECURITY EQUIPMENT |
| Dealer/Distributor Name & Address: | LAWMEN SUPPLY CO NJ INC 7115 AIRPORT HIGHWAY PENNSAUKEN NJ 08109 |
| Contact Person: | LINDA T MAGOLDA |
| Contact Phone: | 609-965-7307 |
| Contract#: 81351 | Title: POLICE AND HOMELAND SECURITY EQUIPMENT |
| Dealer/Distributor Name & Address: | LAWMEN SUPPLY CO NJ INC 7115 AIRPORT HIGHWAY PENNSAUKEN NJ 08109 |
| Contact Person: | LINDA T MAGOLDA |
| Contact Phone: | 609-965-7307 |
| Dealer/Distributor Name & Address: | SAMZIES UNIFORMS 28 SCOTCH ROAD WEST TRENTON NJ 08628 |
| Contact Person: | PAUL H WARREN |
| Contact Phone: | 609-883-2811 |
| Contract#: 81357 | Title: POLICE AND HOMELAND SECURITY EQUIPMENT |
| Dealer/Distributor Name & Address: | ARAMSCO INC P O BOX 29VIEW AVENUE THORORFARE NJ 08086 |
| Contact Person: | CURTIS A MASSEY |
| Contact Phone: | 856-686-7700 |
| Dealer/Distributor Name & Address: | |

| | | | | | |
|--------------------------------------|---|-------------------------------|-------------|-------------------|-------------------|
| | COMM CODE: 680-08-082346 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: BODY ARMOR AND ACCESSORIES BRAND: ARMOR EXPRESS P/L DATED: 1/10/12 - RETAIL P/L #: REV. REL 1/10/12 | | | | |
| Vendor: ARMORSHIELD USA LLC | | Contract Number: 82179 | | | |
| LINE# | DESCRIPTION/MFGR/BRAND | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00109 | COMM CODE: 680-08-082334 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: BODY ARMOR AND ACCESSORIES BRAND: ARMOR SHIELD P/L DATED: 1/6/12 - RETAIL/AGENCY | 1.000 | EACH | 35.00% | N/A |
| Vendor: ASTROPHYSICS INC | | Contract Number: 81310 | | | |
| LINE# | DESCRIPTION/MFGR/BRAND | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00250 | COMM CODE: 257-31-082733 [DEFENSE SYSTEM AND HOMELAND SECURITY...] ITEM DESCRIPTION: CBRNE DETECTION BRAND: ASTROPHYSICS INC. P/L DATED: 1/1/12 - LIST | 1.000 | EACH | 20.00% | N/A |
| Vendor: ATLANTIC TACTICAL INC | | Contract Number: 81297 | | | |
| LINE# | DESCRIPTION/MFGR/BRAND | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00009 | COMM CODE: 680-04-021196 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: AMMUNITION (NEW) ALL CALIBERS AND TYPES BRAND: WINCHESTER P/L DATED: 1/1/12 - RETAIL | 1.000 | EACH | 44.00% | N/A |
| LINE# | DESCRIPTION/MFGR/BRAND | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00010 | COMM CODE: 680-04-021203 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: AMMUNITION (NEW) ALL CALIBERS AND TYPES BRAND: WINCHESTER IN LOTS OF 20,000 PLUS ROUNDS P/L DATED: 1/1/12 - RETAIL | 1.000 | EACH | 44.00% | N/A |
| LINE# | DESCRIPTION/MFGR/BRAND | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
| 00011 | COMM CODE: 680-04-021205 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: AMMUNITION (NEW) ALL CALIBERS AND TYPES BRAND: WINCHESTER - 12 GAUGE 00 BUCK, MAG IN LOTS OF 10,000 RDS & UP P/L DATED: 1/1/12 - RETAIL | 1.000 | EACH | 44.00% | N/A |
| LINE# | DESCRIPTION/MFGR/BRAND | | UNIT | | UNIT PRICE |



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1323237 FOR ATLANTIC UNIFORM CO INC IS VALID.

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Anthony DiMatteo / CEO

Representative's Signature: [Signature]

Name of Company: Atlantic Wireless Company

Tel. No.: 973-751-1242 Date: 3/26/18



CITY OF JERSEY CITY
 DIVISION OF PURCHASING
 394 CENTRAL AVENUE, 2ND FLOOR | JERSEY CITY, NJ 07307
 P: 201 547 5155/156 | F: 201 547 6885



STEVEN M. FULOP
 Mayor of Jersey City

PETER FOLGADO
 Director of Purchasing City of Jersey City

CERTIFICATION REGARDING SUSPENSION/DEBARMENT

I am Gary Derogatis of the firm of Atlantic Uniform Co.
 the Contractor who submitted the lowest responsible bid for the project known as

Police safety equipment

I executed the Proposal submitted to the City of Jersey City with the full authority to do
 so. As of the date of execution of this Certification on this 23 day of March 2018

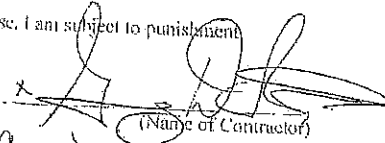
20 the firm of Atlantic Uniform Co. has not been suspended or debarred

from submitting bid proposals by the United States of America, its departments,

divisions, and agencies or by the State of New Jersey, its departments, divisions, and

agencies.

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


 (Name of Contractor)

Signed By: Gary Derogatis

Dated: 3/26/18

Title: President

Sworn and subscribed to before me
 This ___ day of ___, 20__.

*Must be notarized and returned with bid only if total bid amount exceeds \$100,000.00

WWW.JERSEYCITY.NJ.GOV

DISTRIBUTORS FOR POLICE AND HOMELAND SECURITY EQUIPMENT & SUPPLIES (12-x-21817) T0106

Revised

03/2016

| Contractor/Contract # | Distributors | Contact Person | Phone | eMail Address |
|----------------------------------|--|-------------------------------|----------------------------------|-------------------------------------|
| American Alarm Access./A81375 | Emergency Accessories & Installations Inc. | Rich Coyle | 856-427-2796 | rcoyle@winnerford.com |
| | Mobile Fleet Inc. | Daniel Bittner | 631-206-2920 | dbittner@mobilefleet.com |
| | Municipal Equipment Enterprises | Danielle Green | 609-484-0555 | orders@upfitme.com |
| Armor Express/A81348 | Atlantic Uniforms | Gary DeRogogatis | 973-273-0786 | atlanticuniform@gmail.com |
| | Samzies Uniforms | Paul Warren | 609-883-2811 | amanda@samziesuniforms.com |
| | Witmer Associates Inc. | Kevin Shaffer | 888-335-9800 | kshaffer@officestore.com |
| | Lanigan Associates | Ricahrd Domiguez | 732-530-0447 | lanigansrich@verizon.net |
| ArmorShield USA's/A82179 | Atlantic Uniforms | Bob Leary or Gary DeRogogatis | 973-273-0786 | info@nipoliceoutfitters.com |
| | | | | |
| Code 3/A81331 | Beyer - Warnock Fleet Sales & Service | Justin Grant | 973-319-7015 | jgrant@warnockauto.com |
| | Emergency Services System | Lisa Krushinski | 908-910-4634 | lkrush@emergencyservicessystems.com |
| | Kaldor Emergency Lights | Illana Gases | 732-780-6707 | kaldorlights@aol.com |
| | Mall Chevrolet | Richard DiRenzo | 856-449-9254 | ret2600@gmail.com |
| | Municipal Equipment Enterprises | Charles Carter | 609-484-0555 | orders@upfitme.com |
| | Norcia Corporation | Pat Norica | 732-297-1101 | noriacorp@gmail.com |
| | Tactical Public Safety | James Foley | 856-768-3336 | jim.foley@tacticalpublicsafety.com |
| | Triangle Communications LLC | Laura Cheshire | 908-286-0911 | |
| Vineland Auto Electric, Inc. | Brandon Venturi | 856-691-5845 | brandon@vinelandautoelectric.com | |
| Draeger Safety Inc. /A81301 | All Hands Fire Equipment | Scott Colarusso | 732-502-8060 | scott@allhandsfire.com |
| | Aramsco, Inc. | Patti Kalkanidis | 856-686-7700 ext. 7721 | pkalkanidis@aramsco.com |
| | Bomark Instruments, Inc. | Kevin Ruehle | 973-838-2244 | kevrule@bomarkinstruments.com |
| | Gen-El Safety & Industrial Products | Greg Krannich | 973-584-8777 | greg@genelsafety.com |

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

City Clerk File No. Res. 18-354

Agenda No. 10.Z

Approved: APR 11 2018

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO STATEWIDE STRIPING CORPORATION FOR TRAFFIC STRIPING AND CROSSWALK MAINTENANCE PROGRAM, PROJECT NO. 2017-011-T FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City's (City) Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. publicly advertised bids for **Traffic Striping and Crosswalk Maintenance Program, Project No. 2017-011-T** for the Department of Administration/Division of Engineering, Traffic and Transportation 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 **Statewide Striping Corporation, 499 Pomeroy Road, Parsippany, New Jersey 07054**, in the total bid amount of **One Million, One Hundred Thousand, Eight Hundred Seventy Two (\$1,100,872.00) Dollars**; and

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

WHEREAS, the total encumbrance amount of **One Million, One Hundred Thousand, Eight Hundred Seventy Two (\$1,100,872.00) Dollars** is available in Capital Accounts #04-215-55-954-990, #04-215-55-955-990, #04-215-55-122-990, #04-215-55-957-990, #04-215-55-120-990, #04-215-956-990, #04-215-55-916-990, #04-215-55-913-991, #04-215-55-119-991 and #04-215-55-119-990; and

Dept. of Administration/Division of Engineering, Traffic & Transportation

| Acct. No. | P.O. # | | Amount |
|-------------------|--------|---------------------------|-----------------------|
| 04-215-55-954-990 | 128802 | Capital Acct | \$133,729.50 |
| 04-215-55-955-990 | 128803 | Capital Acct | \$211,532.26 |
| 04-215-55-122-990 | 128804 | Capital Acct | \$100,000.00 |
| 04-215-55-957-990 | 128805 | Capital Acct | \$150,000.00 |
| 04-215-55-120-990 | 128806 | Capital Acct | \$350,000.00 |
| 04-215-55-956-990 | 128807 | Capital Acct | \$100,000.00 |
| 04-215-55-916-990 | 128808 | Capital Acct | \$55,610.24 |
| | | Total Contract | \$1,100,872.00 |
| 04-215-55-119-990 | 128814 | Conting. Capital Acct | \$9,521.16 |
| 04-215-55-913-991 | 128809 | Conting. Capital Acct | \$38,100.00 |
| 04-215-55-119-991 | 128810 | Conting. Capital Acct | \$98,810.00 |
| 04-215-55-119-990 | 128811 | Conting. Capital Acct | \$73,743.24 |
| | | Total 20% Conting. | \$220,174.40 |
| | | Total Encumbrance | \$1,321,046.40 |

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

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

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq; and be it further

TITLE: **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO STATEWIDE STRIPING CORPORATION FOR TRAFFIC STRIPING AND CROSSWALK MAINTENANCE, PROJECT NO. 2017-011T FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

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

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

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

Dept. of Administration/Division of Engineering, Traffic & Transportation

| Acct. No. | P.O. # | | Amount |
|-------------------|--------|---------------------------|-----------------------|
| 04-215-55-954-990 | 128802 | Capital Acct | \$133,729.50 |
| 04-215-55-955-990 | 128803 | Capital Acct | \$211,532.26 |
| 04-215-55-122-990 | 128804 | Capital Acct | \$100,000.00 |
| 04-215-55-957-990 | 128805 | Capital Acct | \$150,000.00 |
| 04-215-55-120-990 | 128806 | Capital Acct | \$350,000.00 |
| 04-215-55-956-990 | 128807 | Capital Acct | \$100,000.00 |
| 04-215-55-916-990 | 128808 | Capital Acct | \$55,610.24 |
| | | Total Contract | \$1,108,872.00 |
| 04-215-55-119-990 | 128814 | Conting. Capital Acct | \$9,521.16 |
| 04-215-55-913-991 | 128809 | Conting. Capital Acct | \$38,100.00 |
| 04-215-55-119-991 | 128810 | Conting. Capital Acct | \$98,810.00 |
| 04-215-55-119-990 | 128811 | Conting. Capital Acct | \$73,743.24 |
| | | Total 20% Conting. | \$220,174.40 |
| | | Total Encumbrance | \$1,321,046.40 |

Approved by Guayelondo RPPS
 Peter Folgado, Director of Purchasing, QPA

PF//rr/pc
 4/4/18

APPROVED: _____ APPROVED AS TO LEGAL FORM
 APPROVED: R. Mauer Bob...
 Business Administrator Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.11.18 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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 AWARD OF A CONTRACT TO STATEWIDE STRIPING CORPORATION FOR TRAFFIC STRIPING AND CROSSWALK MAINTENANCE PROGRAM, PROJECT NO. 17-011 T FOR THE DEPARTMENT OF ADMINISTRATION / DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

| | | |
|---------------------|------------------------|---------------------------------------|
| Department/Division | Administration | Engineering, Traffic & Transportation |
| Name/Title | Jose R. Cunha, PE, CME | Chief Engineer |
| Phone/email | 201-547-6986 | jcunha@icnj.org |

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

Contract Purpose

.Remove and/or replace existing, missing or faded thermoplastic traffic striping marking and symbols on various locations throughout Jersey City.

Cost (Identify all sources and amounts)

| | | |
|------------------------------|---------|-----------------------|
| 04-215-55-954-990 | CAPITAL | \$ 133,729.50 |
| 04-215-55-955-990 | CAPITAL | \$ 211,532.26 |
| 04-215-55-122-990 | CAPITAL | \$ 100,000.00 |
| 04-215-44-957-990 | CAPITAL | \$ 150,000.00 |
| 04-215-55-120-990 | CAPITAL | \$ 350,000.00 |
| 04-215-55-956-990 | CAPITAL | \$ 100,000.00 |
| 04-215-55-916-990 | CAPITAL | \$ 55,610.24 |
| BASE BID TOTAL | | \$1,100,872.00 |
| 04-215-55-119-990 | CAPITAL | \$ 9,521.16 |
| 04-215-55-913-991 | CAPITAL | \$ 38,100.00 |
| 04-215-55-119-991 | CAPITAL | \$ 98,810.00 |
| 04-215-55-119-990 | CAPITAL | \$ 73,743.24 |
| 20% CONTINGENCY TOTAL | | \$ 220,174.40 |

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.

This was a public bid with only one bidder. The total amount to be encumbered is \$1,321,046.40


Andrew Vischio, Director of Traffic & Transp.


3/29/18
Date


Jose R. Cunha, PE, CME, Chief Engineer

3/29/18
Date

Bm/lt
Signature of Department Director

4/3/18
Date


Raguél Jorraldo, RPPS
for Peter Folgado, Director, QEP

4/5/18



**CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION**

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201.547.5147 | F: 201.547.4833

STEVEN M. FULOP
MAYOR OF JERSEY CITY

DATE : April 4, 2018

TO : Peter Folgado, Purchasing Director

FROM : Brian Platt, Acting Business Administrator

SUBJECT : Award Recommendation Letter *BP*
Traffic Striping & Crosswalk Maintenance
Jersey City Project No. 17-011

Please be advised, after a careful and thorough review of a bid received by the Engineering, Traffic and Transportation office, for above mentioned project, I recommend that the contract be awarded to:

**STATEWIDE STRIPING, CORP.
499 POMEROY ROAD
PARSIPPANY, NJ 07054**

Total contract amount \$1,100,872.00
20% Contingency \$ 220,174.40

Amount to be Encumbered **\$1,321,046.40**

Please proceed and utilize the following requisitions listed below. A fact sheet is included to be used with awarding resolution for the April 11th Council Meeting.

| REQ # | ACCOUNT NUMBER | AMOUNT |
|---------|------------------------------|-----------------------|
| 0182831 | 04-215-55-954-990 | \$ 133,729.50 |
| 0182833 | 04-215-55-955-990 | \$ 211,532.26 |
| 0182834 | 04-215-55-122-990 | \$ 100,000.00 |
| 0182837 | 04-215-55-957-990 | \$ 150,000.00 |
| 0182838 | 04-215-55-120-990 | \$ 350,000.00 |
| 0182839 | 04-215-55-956-990 | \$ 100,000.00 |
| 0182841 | 04-215-55-916-990 | \$ 55,610.24 |
| | TOTAL BASE BID AMOUNT | \$1,100,872.00 |
| 0183189 | 04-215-55-916-990 | \$ 9,521.16 |
| 0182844 | 04-215-55-913-991 | \$ 38,100.00 |
| 0182844 | 04-215-55-119-991 | \$ 98,810.00 |
| 0182845 | 04-215-55-119-990 | \$ 73,743.24 |
| | 20% CONTINGENCY TOTAL | \$ 220,174.40 |

sp/

Attachments

c: Jose R. Cunha, PE, CME, CPWM, CRP, Director of Engineering
Raquel Tosado, Contractor Manager
Paola Campbell, Purchasing Division



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

MEMORANDUM

DATE : March 27, 2018

TO : Robert Kakoleski, Business Administrator

FROM :  Jose R. Cunha, PE, CME, Chief Engineer

SUBJECT : **Recommendation Letter**
Traffic Striping & Crosswalk Maintenance
Jersey City Project No. 17-011

Please be advised, after a careful and thorough review of a bid received by the Engineering, Traffic and Transportation office, for above mentioned project, it is recommended that the contract be awarded to:

STATEWIDE STRIPING, CORP.
499 POMEROY ROAD
PARSIPPANY, NJ 07054

Total Contract Amount is **\$1,100,872.00** and requisitions to be used by the Purchasing Division are herewith attached along with Fact Sheet.

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at x6986.

sp/

Attachments

c: Dawn Odom, Supv Adm Analyst




STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4470 | F: 201 369 7292



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

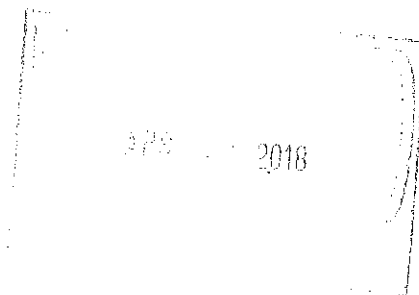
DATE : March 28, 2018
TO :  Jose R. Cunha, Director of ET&T
FROM : Andrew Vischio, Director, Traffic & Transportation
SUBJECT : **Award Recommendation Letter**
Traffic Striping & Crosswalk Maintenance
Jersey City Project No. 17-011

Please find attached recommendation letters to award a contract in the amount of \$1,100,872.00 to Statewide Striping, Corp., for above mentioned project. Included is a Fact Sheet to be used by the Purchasing Agent.



ANDREW VISCHIO, Director
Traffic & Transportation

c: Dawn Odom, Supv Adm Analyst
Project File No. 17-011





STEVEN M. FULOP
MAYOR OF JERSEY CITY

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




ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : March 27, 2018

TO : Rolando Lavarro, Council President and Municipal Council

FROM :  Jose R. Cunha, PE, CME, CPWM, CRP, Director of ET&T

SUBJECT : **Recommendation to Award Contract**
TRAFFIC STRIPING & CROSSWALK MAINTENANCE
Jersey City Project No. 17-011

Attached for your consideration is a Resolution authorizing award of a construction contract between the City and Statewide Striping, Corp, from 499 Pomeroy Road, Parsippany, NJ for the Traffic Striping & Crosswalk Maintenance project. This project was advertised for public bid, and one (1) bid proposal was received on March 27, 2018. The base contract amount is \$1,100,872.00. This project will be funded with City Capital.

sp

Attachments

C: Raquel Tosado, Contractor Manager
Paola Campbell, Purchasing Division
Dawn Odom, Supv. Adm. Analyst

SCHEDULE OF PRICES

ITEM NO. 1 TRAFFIC CONES

75 Units @ \$.01 per Unit \$.75

one cent ^{www}
(Write Unit Price)

ITEM NO. 2 TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC
4" WIDE

1,020,000 L.F. @ \$.64 per Linear Foot \$ 652,800.00

sixty-four cents
(Write Unit Price)

ITEM NO. 3 TRAFFIC MARKINGS, SYMBOLS, LONG LIFE
THERMOPLASTIC

7,125 S.F. @ \$ 4.00 per Square Foot \$ 28,500.00

Four dollars + zero cents
(Write Unit Price)

ITEM NO. 4 REMOVE TRAFFIC STRIPES, 4" WIDE
THERMOPLASTIC

9,525 L.F. @ \$.25 per Linear Foot \$ 2,381.25

twenty-five cents
(Write Unit Price)

ITEM NO. 5 REMOVE TRAFFIC MARKINGS, SYMBOLS THERMOPLASTIC

2,400 S.F. @ \$.60 per Square Foot \$ 1,440.00

Sixty cents
(Write Unit Price)

ITEM NO. 6 INSTALL FLEXIBLE DELINEATORS GROUND MOUNTED (WHITE)

FG-300 Model UR Surface Mount Delineator, 3" Tubular Clover-Leaf or strictly approved alternative

1,200 Units @ \$ 55.00 per Unit \$ 66,000.00

fifty-five dollars + zero cents
(Write Unit Price)

ITEM NO. 7 INSTALL FLEXIBLE DELINEATORS GROUND MOUNTED (YELLOW)

FG-300 Model UR Surface Mount Delineator, 3" Tubular Clover-Leaf or strictly approved alternative

450 Units @ \$ 55.00 per Unit \$ 24,750.00

fifty-five dollars + zero cents
(Write Unit Price)

ITEM NO. 8 INSTALL POLYMER CEMENT SURFACING

Endurablend cementitious polymeric cement or strictly approved alternative

10,000 S.F. @ \$ 18.00 per Square Foot \$ 180,000.00

Eighteen dollars + zero cents
(Write Unit Price)

ITEM NO. 9 INSTALL ACRYLIC WATERBORNE PAINT (BEIGE)

45,000 S.F. @ \$ 1.00 per Square Foot \$ 45,000.00

One dollar + zero cents
(Write Unit Price)

CONSTRUCTION BASE BID PRICE

\$ 1,000,872.00
(IN FIGURES)

One million eight hundred seventy-two dollars + zero cents
(IN WORDS)

**ITEM NO. 10 TRAFFIC DIRECTOR, JERSEY CITY POLICE
(INCLUDING VEHICLE & FUEL)**

1 LS @ \$ 100,000.00 \$ 100,000.00

(One Hundred Thousand Dollars and Zero Cents)

TOTAL CONSTRUCTION BASE BID PRICE (INCLUDING ITEM NO. 10)

\$ 1,100,872.00
(IN FIGURES)

One million, one hundred thousand, eight hundred seventy-two
(IN WORDS) dollars + zero cents

EXHIBIT B (4 of 4)

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

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

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

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

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

EXHIBIT B

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

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

Representative's Name/Title (Print): W. Robert Wilson, CFO

Representative's Signature: [Signature]

Name of Company: Statewide Striping Corporation Tel. No.: _____ Date: 3/16/18

499 Pomeroy Road
Parsippany, NJ 07054
973-428-0600 Ph. 973-428-1053 fax

AA-10

STATE OF NEW JERSEY
 DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
 CONSTRUCTION (EO COMPLIANCE) MONITORING PROGRAM

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only
 Assignment _____
 Code _____

FORM AA-11
 Revised 11/11

For instructions on completing the form, go to: http://www.state.nj.us/lwc/asnyc/contract_compliance/pd03a2011ns.pdf

1. ID NUMBER: 02-223-5579

2. CONTRACTOR ID NUMBER: _____

3. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT:
 Name: Jersey City
 Address: _____

3. NAME AND ADDRESS OF PRIME CONTRACTOR:
Statewide Striping Corporation
499 Pomeroy Road
West Paterson, NJ 07054
973-428-0600 Ph. 973-428-1053 fax

CONTRACT NUMBER: _____ DATE OF AWARD: _____ DOLLAR AMOUNT OF AWARD: _____

4. IS THIS PROJECT COVERED BY APPROVED LABOR AGREEMENT (PLA)? YES NO

5. NAME AND ADDRESS OF PROJECT:
 Name: _____
 Address: _____

7. PROJECT NUMBER: _____

(City) (State) (Zip Code)

4. IS THIS COMPANY MINORITY OWNED () OR WOMAN OWNED ()

COUNTY: Hudson

6. IS THIS PROJECT COVERED BY APPROVED LABOR AGREEMENT (PLA)? YES NO

| 1. TRADE OR CRAFT | PROFICIENCY LEVELS | | | | EXPERIENCE LEVELS | | | | PROJECTS FRASE-OF DATE | PROJECTS COMPLETION DATE |
|------------------------|--------------------|----|----------|----|-------------------|----|----------|----|------------------------------|--------------------------------|
| | JUNIOR | | MIDLEVEL | | JUNIOR | | MIDLEVEL | | | |
| | J | AP | J | AP | J | AP | J | AP | | |
| 1. ASBESTOS WORKER | | | | | | | | | | |
| 2. BRICKLAYER OR MASON | | | | | | | | | | |
| 3. CARPENTER | | | | | | | | | | |
| 4. ELECTRICIAN | | | | | | | | | | |
| 5. GLAZIER | | | | | | | | | | |
| 6. HVAC MECHANIC | | | | | | | | | | |
| 7. IRONWORKER | | | | | | | | | | |
| 8. OPERATING ENGINEER | | | | | | | | | | |
| 9. PAINTER | | | | | | | | | | |
| 10. PLUMBER | | | | | | | | | | |
| 11. ROOFER | | | | | | | | | | |
| 12. SHEET METAL WORKER | | | | | | | | | | |
| 13. SPRINKLER FITTER | | | | | | | | | | |
| 14. STEAMFITTER | | | | | | | | | | |
| 15. SURVEYOR | | | | | | | | | | |
| 16. TILER | | | | | | | | | | |
| 17. TRUCK DRIVER | | | | | | | | | | |
| 18. LABORER | | | | | | | | | | |
| 19. OTHER | | | | | | | | | | |
| 20. OTHER | | | | | | | | | | |

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

W. Robert Wilson, CFO (Signature)
 973-428-0600 (Phone Number)
 3/16/18 (Date)

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

The contractor and the United States of America (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: W. P. Wilson, CFO
 Representative's Signature: [Signature]
 Name of Company: Statewide Striping Corporation
 Tel. No.: 499 Pomeroy Road Date: 3/16/10
Parsippany, NJ 07054
973-428-0600 Ph. 973-428-1053 fax



STATEWIDE STRIPING CORPORATION

PAVEMENT MARKINGS SINCE 1978

EPOXY • TAPE • PAINT • THERMOPLASTIC • REFLECTORS • SIGNS

Date: March 16, 2018

Local Union: N/A

Re: Traffic Striping + Project, Jersey City, NJ
Crosswalk Maintenance

This company is about to enter into a contract with the City of Jersey City for the above project. A condition of the contract is compliance with the state approved affirmative action program, which requires that we make a good faith effort to use minority workers in each construction trade to the extent of 50 % of the total work hours, and female workers to the extent of 6.9% of total work hours.

We are further required to submit a statement from an authorized union official, that the union will take such actions as may be necessary with respect to the referral and employment of minority group persons in order to enable this contractor to meet its obligations under the affirmative action plan.

We solicit your help and cooperation, by engaging in aggressive recruitment of minority workers, providing us with the statement requested, and advising whether the union will be able to fulfill our work force needs as indicated.

Very Truly Yours,

AA-16

An Equal Opportunity Employer

499 POMEROY ROAD • PARSIPPANY • NEW JERSEY 07054 • 973-428-0600 • FAX 973-428-1053

City of Jersey City

3/9/2018 6:03 AM

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name : Statewide Striping Corporation
Address : 499 Pomeroy Road Parsippany, NJ 07054
Telephone No. : 973-428-0600 Ph. 973-428-1053 fax
Contact Name: Cathy Wojtach

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.

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 : Statewide Striping Corporation
 Address : 499 Pomeroy Road
Parsippany, NJ 07054
 Telephone No. : 973-428-0600 Ph. 973-428-1053 fax
 Contact Name: Cathy Wyzach

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 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: Traffic Striping + Crosswalk # 17-011 T
Contractor: Statwide Striping Maintenance Corp Bid Amt. \$ 1,100,872.00

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

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

CONTINUED ON NEXT PAGE

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

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

Project: Traffic Striping + Crosswalk # 17-011 T
maintenance
Contractor: Statwide Striping Corp. Bid Amt. \$ 1,100,872.00

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

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 Traffic Striping + Crosswalk #17-011T Maintenance

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

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?

Send letters to agencies when required

Name of Contractor

By: Signature

Type or print name/title:

W. Robert Wilson, CEO

Telephone No:

973-428-0600

Date:

3/16/18

Statewide Striping Corporation
499 Pomeroy Road
Parsippany, NJ 07054
973-428-0600 Ph. 973-428-1053 fax

For City Use:

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

By: _____

Date: _____

MWBE Page 3 Project Traffic Striping Crosswalk maintenance #17-0117

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 | | |
|-------|---------------------------|------------------|-------------------------------------|-------|---------|
| | | | Minority | Woman | Neither |
| N/A | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

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?
send letters to agencies when required

Name of Contractor Statewide Striping Corporation
 By: Signature [Signature] 499 Pomeroy Road
 Parsippany, NJ 07054
 Type or print name/title: W. Robert Wilson CFO 973-428-0600 Ph. 973-428-1053 fax
 Telephone No: 973-428-0600 Date 3/16/2018

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

PURCHASING COPY

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

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

TAXPAYER NAME:
STATEWIDE STRIPING CORPORATION

TRADE NAME:

TAXPAYER IDENTIFICATION#
222-235-579/000

CONTRACTOR CERTIFICATION#
0103941

ADDRESS
499 POMEROY RD
PARSIPPANY NJ 07054-2811

ISSUANCE DATE:
10/15/01

EFFECTIVE DATE:
12/12/78

Patricia A. Chiacchis
Director, Division of Revenue

FORM-BRC(08-01)

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 0103941 FOR STATEWIDE STRIPING CORPORATION IS VALID.

VERIFIED
PC

Certificate Number
608420

Registration Date: 08/03/2016
Expiration Date: 08/02/2018



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:

Statewide Striping Corporation
2016

Responsible Representative(s):
Kenneth Kida, President

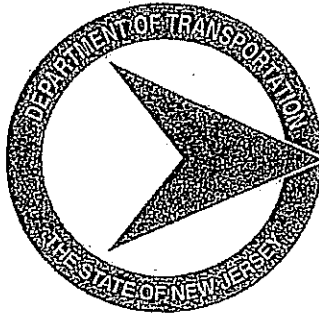
Responsible Representative(s):
W. Robert Wilson, CFO

Handwritten signature of Harold J. Wirths in cursive.

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 Department Of Transportation

Emerging Small Business Enterprise Certificate

STATEWIDE STRIPING CORPORATION

Your company has been certified as an Emerging Small Business Enterprise (ESBE) as part of the ESBE Program in the following categories:

NAIC CODE 237310 Highway, Street, and Bridge Construction

NAIC CODE 238990 All Other Specialty Trade Contractors

As a result of your ESBE Certification, your firm will be listed in the New Jersey Department of Transportation's Directory of Certified ESBE firms (<http://www.state.nj.us/transportation/business/civilrights/pdf/ESBEDirectory.pdf>). This certification must be updated annually by submission of a "No

This certification will remain in effect for one year.

Effective Date: January 01, 2018 through January 01, 2019

Lydia Harper, Manager, DBE/ESBE Programs
Division of Civil Rights & Affirmative Action

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

City Clerk File No. Res. 18-355

Agenda No. 10.Z.1

Approved: APR 11 2018

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO W.B. MASON COMPANY INC. FOR THE PURCHASE, DELIVERY, AND INSTALLATION OF OFFICE FURNITURE FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

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

WHEREAS, N.J.S.A. 40A:11-10 et seq. authorizes a municipality to enter into a Cooperative Pricing Agreement with another public entity; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the Educational Services Commission of New Jersey is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, Resolution 14-097 approved on February 11, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the Educational Services Commission of New Jersey (formerly the Middlesex Regional Educational Services Commission); and

WHEREAS, the Department of Administration, Division of Architecture wishes to purchase office furniture for the new offices at the City Hall Annex building from W.B. Mason Company Inc., 21 Commerce Drive, Cranbury, New Jersey 08512 which is the holder of contract #65MCESCCPS, Bid ESCNJ 17/18-16; and

WHEREAS, funds in the amount of \$147,474.36 are available in account number 04-215-55-838-990; and

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. W.B. Mason Company Inc's. proposal to purchase, deliver, and install office furniture is accepted and a contract in the amount of \$147,474.36 is awarded to W.B. Mason Company, Inc.
2. This contract is awarded pursuant to N.J.S.A. 40A:11-10 et seq.
3. The term of the contract shall be completed upon the delivery of the goods or services.
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.

(Continued on page 2)

Continuation of Resolution _____
 City Clerk File No. Res. 18-355
 Agenda No. 10.Z.1
 TITLE: APR 11 2018

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO W.B. MASON COMPANY INC. FOR THE PURCHASE, DELIVERY, AND INSTALLATION OF OFFICE FURNITURE FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

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

| <u>Capital Account</u> | <u>P.O. #</u> | <u>Total Contract</u> |
|------------------------|---------------|-----------------------|
| 04-215-55-838-990 | 128772 | \$100,000.00 |
| 04-215-55-838-990 | 128773 | \$47,474.35 |

Approved by: _____
Peter Folgado, Director of Purchasing,
 CPA, RPPO
 Date April 4, 2018

PF/rt/RR
 4/4/18

APPROVED: _____ APPROVED AS TO LEGAL FORM _____
 APPROVED: Ron Webb Business Administrator R.R. 4-4-18 Ist. Ass. Corporation Counsel

Certification Required
 Not Required

APPROVED 8-1

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.11.18 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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 AWARD OF A CONTRACT TO W.B. MASON COMPANY INC. FOR THE PURCHASE, DELIVERY, AND INSTALLATION OF OFFICE FURNITURE FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

Project Manager

| | | |
|---------------------|-----------------------------------|------------------|
| Department/Division | Administration | Architecture |
| Name/Title | Brian F. Weller, L.L.A., Director | 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

Purchase of new furniture under ESCNJ Cooperative Agreement, Contract #17/18-16 for the New City Hall Annex.

This new building the inherit benefits of new furniture allowing for efficient use of the space. The furniture was designed for optimum user productivity that will enable better service to the public.

Cost (Identify all sources and amounts)

Reapprop Annex and General Capital Acct.
04-215-55-139-990 - \$100,000.00
04-215-55-838-990 - \$ 47,474.35
\$147,474.35

Contract term (include all proposed renewals)

Furniture to be delivered within to 4 to 6 weeks after contract award.

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Division Director

4.3.18
Date



CITY OF JERSEY CITY
 394 CENTRAL AVE.
 2ND FLOOR
 JERSEY CITY NJ 07307
PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
128772

THIS NUMBER MUST APPEAR ON ALL INVOICES
 CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES

CHECK NO. _____
 CHECK DATE _____
 VOUCHER NO. _____
 VENDOR INV.# _____

REQUISITION # **0183276**
 BUYER **COOP-RESO**

DATE: **04/04/2018** VENDOR NO: **WB580100**

VENDOR INFORMATION
 WB MASON CO., INC.,
 ATTN: JOHN VARGA
 21 COMMERCE DRIVE
 CRANBURY NJ 08512

DELIVER TO
ARCHITECTURE
13-15 LINDEN AVE. EAST

JERSEY CITY NJ 07305

BILL TO
ARCHITECTURE
13-15 LINDEN AVE. EAST
JERSEY CITY NJ 07305

| QUANTITY | UNIT | DESCRIPTION | ACCOUNT NUMBER | UNIT PRICE | EXTENDED PRICE |
|----------|------|---|-------------------|--------------|----------------|
| 1.00 | 1 | CITY HALL ANNEX CITY HALL ANNEX - FURNITURE PROJECT NO. 2016-018 RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO W.B. MASON COMPANY INC. FOR THE PURCHASE DELIVERY AND INSTALLATION OF OFFICE FURNITURE FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY MIDDLESEX REGIONAL COMMISSION (MRESC) COOPERATIVE AGREEMENT ESCNJ | 04-215-55-139-990 | 100,000.0000 | 100,000.00 |

TAX EXEMPTION NO. **22-6002013** **PO Total** **100,000.00**

CLAIMANT'S CERTIFICATION AND DECLARATION
 I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X _____
 VENDOR SIGN HERE

 OFFICIAL POSITION DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION
 Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

 TITLE OR POSITION DATE

 APPROVED BY THE PURCHASING AGENT DATE

 APPROVED BY ACCOUNTS & CONTROL DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS

[Handwritten signature]

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Requisition #

0183276

Assigned PO #

128772

COOP

Vendor
WB MASON CO., INC.,
ATTN: JOHN VARGA
21 COMMERCE DRIVE
CRANBURY NJ 08512
WB580100

Dept. Bill To
ARCHITECTURE
13-15 LINDEN AVE. EAST
JERSEY CITY NJ 07305

Dept. Ship To
ARCHITECTURE
13-15 LINDEN AVE. EAST
JERSEY CITY NJ 07305

Contact Info
BRIAN F. WELLER, DIRECTOR
2015475900

| Quantity | UOM | Description | Account | Unit Price | Total |
|----------|-----|-----------------|-------------------|------------|------------|
| 1.00 | 1 | CITY HALL ANNEX | 04-215-55-139-990 | 100,000.00 | 100,000.00 |

CITY HALL ANNEX - FURNITURE

PROJECT NO. 2016-018

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO
W.B. MASON COMPANY INC. FOR THE PURCHASE, DELIVERY
AND INSTALLATION OF OFFICE FURNITURE FOR THE
DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHI-
TECTURE THROUGH THE EDUCATIONAL SERVICES
COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY
MIDDLESEX REGIONAL EDUCATIONAL SERVICES
COMMISSION (MRESC)

COOPERATING AGREEMENT ESCNJ.

BLO 0056513

Requisition Total 100,000.00

Req. Date: 04/04/2018

Requested By: AUDREY

Buyer Id:

Approved By: *[Signature]*

This Is Not A Purchase Order



CITY OF JERSEY CITY
 394 CENTRAL AVE.
 2ND FLOOR
 JERSEY CITY NJ 07307
PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
128773

THIS NUMBER MUST APPEAR ON ALL INVOICE CORRESPONDENCE
 TO BE USED IN ALL PURCHASE ORDERS AND INVOICES

CHECK NO. _____
 CHECK DATE _____
 VOUCHER NO. _____
 VENDOR INV.# _____

REQUISITION # **0183277**
 BUYER **COOP-RESO**

| | |
|------------|------------|
| DATE | VENDOR NO. |
| 04/04/2018 | WB580100 |

VENDOR INFORMATION

WB MASON CO., INC.,
 ATTN: JOHN VARGA
 21 COMMERCE DRIVE
 CRANBURY NJ 08512

DELIVER TO
 ARCHITECTURE
 13-15 LINDEN AVE. EAST
 JERSEY CITY NJ 07305

BILL TO
 ARCHITECTURE
 13-15 LINDEN AVE. EAST
 JERSEY CITY NJ 07305

| QUANTITY | UNIT | DESCRIPTION | ACCOUNT NUMBER | UNIT PRICE | EXTENDED PRICE |
|----------|------|---|-------------------|-------------|----------------|
| 1.00 | 1 | CITY HALL ANNEX CITY HALL ANNEX - FURNITURE PROJECT NO. 2016-018 RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO W.B. MASON COMPANY INC. FOR THE PURCHASE, DELIVERY AND INSTALLATION OF OFFICE FURNITURE FOR THE DEPT. OF ADMINISTRATION, DIV. OF ARCHITECTURE THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC) COOPERATIVE AGREEMENT ESCNJ | 04-215-55-838-990 | 47,474.3500 | 47,474.35 |

TAX EXEMPTION NO. **22-6002013** **PO Total 47,474.35**

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X _____
 VENDOR SIGN HERE

 OFFICIAL POSITION DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

 TITLE OR POSITION DATE

 APPROVED BY THE PURCHASING AGENT DATE

 APPROVED BY ACCOUNTS & CONTROL DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS

~~BLD~~

| |
|---------------|
| Requisition # |
| 0183277 |

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

coop

| |
|---------------|
| Assigned PO # |
| 128773 |

Vendor
WB MASON CO., INC.,
ATTN: JOHN VARGA
21 COMMERCE DRIVE
CRANBURY NJ 08512
WB580100

Dept. Bill To
ARCHITECTURE
13-15 LINDEN AVE. EAST
JERSEY CITY NJ 07305

Dept. Ship To
ARCHITECTURE
13-15 LINDEN AVE. EAST
JERSEY CITY NJ 07305

Contact Info
BRIAN F. WELLER, DIRECTOR
2015475900

| Quantity | UOM | Description | Account | Unit Price | Total |
|----------|-----|-----------------|-------------------|------------|-----------|
| 1.00 | 1 | CITY HALL ANNEX | 04-215-55-838-990 | 47,474.35 | 47,474.35 |

CITY HALL ANNEX - FURNITURE

PROJECT NO. 2016-018

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO
W.B. MASON COMPANY INC. FOR THE PURCHASE, DELIVERY
AND INSTALLATION OF OFFICE FURNITURE FO THE
DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHI-
TECTURE THROUGH THE EDUCATIONAL SERVICES
COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY
MIDDLESEX REGIONAL EDUCATIONAL SERVICES
COMMISSION (MRESC)

Cooperative agreement ESCNJ

Requisition Total 47,474.35

Req. Date: 04/04/2018

Requested By: AUDREY

Approved By: _____

BLD

Buyer Id:

This Is Not A Purchase Order

Peter Folgado

From: Audrey Beckham
Sent: Wednesday, April 04, 2018 11:48 AM
To: Gregory Corrado; Peter Folgado
Cc: Brian Platt; Brian Weller; Stacey Flanagan; James M. Madden
Subject: RE: W.B. Mason Order for HHS and HEDC - Help!
Attachments: City Hall Annex - Furniture - Resolution Fact Sheet and Reqs.pdf; WB Mason Quote for Files and Work Stations.pdf; WB Mason Updated EEO-AA-P2P Forms.pdf

Importance: High

Good morning Greg/Peter,

Attached you will find the following:

1. Resolution Fact Sheet for Award to WB Mason;
2. Requisitions No. 0183276 and 0183277 (Greg please provide level 3 approval)
3. Copy of Quote from WB Mason; and
4. Updated EEO/AA/P2P Forms.

If you need any additional information, please let me know.

Thank you.

Audrey A. Beckham
City of Jersey City
Division of Architecture
13 - 15 Linden Avenue East
Jersey City, New Jersey 07305
Desk (201) 547-5913

From: Gregory Corrado
Sent: Wednesday, April 04, 2018 11:22 AM
To: Peter Folgado
Cc: Audrey Beckham; Brian Platt; Brian Weller; Stacey Flanagan; James M. Madden
Subject: W.B. Mason Order for HHS and HEDC - Help!

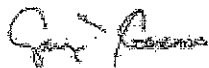
Peter,

Audrey is sending you an order for Annex furniture (cabinets, desks, and chairs) for approximately \$150,000. Please try to have the resolution prepared and delivered to the Agenda meeting today.

At the least, please email the title of the resolution to the Clerk, BA, and Council President (and have the resolution here tomorrow morning).

I know this is very last minute, but the delivery schedule is four weeks, and we need to get them as soon as possible.

Thanks!



GREGORY J. CORRADO
ASST. BUSINESS ADMINISTRATOR - CMFO
CITY HALL

JERSEY CITY, NJ 07302.

201-547-5561

FOR THE CITY OF JERSEY CITY WEBSITE [CLICK HERE.](#)





535 Secaucus Road
 Secaucus, NJ 07094
 1-888-926-2600
 www.wbmasoninteriors.com

DAVID BIELER

Bill To:

ARCHITECTURE
 BRIAN WELLER
 13-15 LINDEN AVE
 JERSEY CITY, NJ 07305
 ESCNJ CONTRACT

Ship to:

BRIAN WELLER
 MLK ANNEX
 CITY OF JERSEY CITY
 362 MARTIN LUTHER KING JR. DRIVE
 JERSEY CITY, NJ 07307
 ESCNJ Contract #17/18-16

| Line # | Mfg | Part Description | Qty | Unit Sell Price | Extended |
|-----------------------------|-----|---|-----|-----------------|------------|
| 112: PROCESSING ROOM | | | | | |
| 1 | ALS | T Base Small,1 Pr.,Fixed Hgt w/Glides P1 Paint Opts CLR: Fossil | 1 | \$182.52 | \$182.52 |
| 2 | ALS | 24"x60" Rect Top,Lam,Flat Edg L1 Core Lam Opts LAM: Loft Edg: Loft No Grommets | 1 | \$172.80 | \$172.80 |
| 3 | ALS | Essentials Mobile Ped BBF 28Hx22-7/8Dx1.5W Arch Pull P1 Paint Opts CLR: Fossil PULL: Matte Silver Standard Random key | 10 | \$261.36 | \$2,613.60 |
| 4 | ALS | Quip Task chair Mesh back, no firecode Black Fully Adj Arm No Lumbar Standard cylinder Black Hard Tread | 1 | \$233.64 | \$233.64 |

| Line # | Mfg | Part Description | Qty | Unit Sell Price | Extended |
|--------|-----|---|-----|-----------------|------------|
| | | Graphite Grade 2 Uph Fab: Whisper Vinyl CLR: Elephant | | | |
| 5 | ALS | Quip Task stool Mesh back, no firecode | 6 | \$244.44 | \$1,466.64 |
| | | Black Fully Adj Arm No Lumbar Stool Cylinder Black Hard Tread Graphite Grade 2 Uph Fab: Whisper Vinyl CLR: Elephant | | | |

Subtotal: \$4,669.20

115: OPEN WORKSPACE

| | | | | | |
|---|-----|--|---|----------|----------|
| 6 | ALS | Lateral File Top 30Wx18D Laminate | 1 | \$94.68 | \$94.68 |
| | | L1 Core Lam Opts LAM: Loft Edg: Loft | | | |
| 7 | ALS | Lateral File Top 36Wx36D Laminate | 1 | \$187.20 | \$187.20 |
| | | L1 Core Lam Opts LAM: Loft Edg: Loft | | | |
| 8 | ALS | Lateral File Top 84Wx18D Laminate | 1 | \$190.08 | \$190.08 |
| | | L1 Core Lam Opts LAM: Loft Edg: Loft | | | |
| 9 | ALS | Ess Lat 30W 39-1/8H 3-12" Drws Arch Pull | 1 | \$402.84 | \$402.84 |
| | | P1 Paint Opts | | | |

| Line # | Mfg | Part Description | Qty | Unit Sell Price | Extended |
|---------------------------|-----|---|-----|-----------------|------------|
| | | CLR: Fossil PULL: Matte Silver Standard Random key | | | |
| 10 | ALS | Ess Lat 36W 39-1/8H 3-12" Drws Arch Pull | 1 | \$454.32 | \$454.32 |
| | | P1 Paint Opts CLR: Fossil PULL: Matte Silver Standard Random key | | | |
| 11 | ALS | Ess Lat 42W 39-1/8H 3-12" Drws Arch Pull | 2 | \$524.88 | \$1,049.76 |
| | | P1 Paint Opts CLR: Fossil PULL: Matte Silver Standard Random key | | | |
| Subtotal: | | | | | \$2,378.88 |
| 117: HEALTH OFFICE | | | | | |
| 12 | ALS | X Base Med,Fixed Hgt w/Glides | 1 | \$439.00 | \$439.00 |
| | | P1 Paint Opts CLR: Fossil | | | |
| 13 | ALS | Lateral File Top 60Wx18D Laminate | 2 | \$133.20 | \$266.40 |
| | | L1 Core Lam Opts LAM: Loft Edg: Loft | | | |
| 14 | ALS | 36" Dia Rnd Top,Lam,Flat Edg | 1 | \$208.80 | \$208.80 |
| | | L1 Core Lam Opts LAM: Loft Edg: Loft No Grommets | | | |
| 15 | ALS | Ess Lat 30W 39-1/8H 3-12" Drws Arch Pull | 4 | \$402.84 | \$1,611.36 |
| | | P1 Paint Opts | | | |

| Line # | Mfg | Part Description | Qty | Unit Sell Price | Extended |
|----------------------------|-----|--|-----|-----------------|------------|
| | | CLR: Fossil PULL: Matte Silver Standard Random key | | | |
| 16 | NOF | TAG,GUEST,SQUARE UPH BACK,ARMS | 4 | \$197.12 | \$788.48 |
| | | GRADE 4 SILVERTEX METEOR CINDER BLACK ARM STANDARD GLIDE | | | |
| Subtotal: | | | | | \$3,314.04 |
| 118: OPEN WORKSPACE | | | | | |
| 17 | ALS | Lateral File Top 36Wx18D Laminate | 2 | \$106.92 | \$213.84 |
| | | L1 Core Lam Opts LAM: Loft Edg: Loft | | | |
| 18 | ALS | Lateral File Top 72Wx18D Laminate | 1 | \$144.72 | \$144.72 |
| | | L1 Core Lam Opts LAM: Loft Edg: Loft | | | |
| 19 | ALS | Align Adept Style 24Dx29H H-Leg Sup | 1 | \$65.88 | \$65.88 |
| | | P1 Paint Opts CLR: Fossil | | | |
| 20 | ALS | Concensys Sliding Door 69H x 42W Frosted Transluc | 1 | \$1,422.72 | \$1,422.72 |
| | | P1 Paint Opts CLR: Fossil CLR: Frosted Translucent | | | |
| 21 | ALS | Concensys 48W Mounting Kit for Sliding Dr | 1 | \$170.64 | \$170.64 |
| | | P1 Paint Opts CLR: Fossil | | | |

| Line # | Mfg | Part Description | Qty | Unit Sell Price | Extended |
|--------|-----|---|-----|-----------------|------------|
| 22 | ALS | Ess Lat 36W 39-1/8H 3-12" Drws Arch Pull | 4 | \$454.32 | \$1,817.28 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |
| 23 | ALS | Ess Lat 30W 64-1/4H 12" R/O 4-12" Drws w/PS Arch Pull | 1 | \$663.12 | \$663.12 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |
| 24 | ALS | Ess Lat 36W 64-1/4H 12" R/O 4-12" Drws w/PS Arch Pull | 1 | \$744.12 | \$744.12 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |
| 25 | ALS | Ess Lat 42W 28H 2-12" Drws Arch Pull | 1 | \$393.48 | \$393.48 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |
| 26 | ALS | Essentials 39-1/8Hx30W Storage Cabinet Arch Pull | 1 | \$300.60 | \$300.60 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |
| 27 | ALS | Essentials 39-1/8Hx36W Storage Cabinet Arch | 1 | \$316.08 | \$316.08 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |

| Line # | Mfg | Part Description | Qty | Unit Sell Price | Extended |
|--------|-----|---|-----|-----------------|----------|
| 28 | ALS | Essentials 64-1/4Hx36W Storage Cabinet Arch | 1 | \$462.60 | \$462.60 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |
| 29 | ALS | Optimize Tckble Pnl 65H x 48W w/out Top Cap | 1 | \$208.08 | \$208.08 |
| | | GRD A FAB | | | |
| | | FAB: Landscape | | | |
| | | Sheen | | | |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| 30 | ALS | Optimize Tckble Pnl 65H x 60W w/out Top Cap | 1 | \$227.88 | \$227.88 |
| | | GRD A FAB | | | |
| | | FAB: Landscape | | | |
| | | Sheen | | | |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| 31 | ALS | Panel Top Cap 24"W | 2 | \$9.00 | \$18.00 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| 32 | ALS | Panel Top Cap 36"W | 1 | \$9.72 | \$9.72 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| 33 | ALS | Panel Top Cap 48"W | 1 | \$11.88 | \$11.88 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| 34 | ALS | Panel Top Cap 60"W | 1 | \$13.32 | \$13.32 |
| | | P1 Paint Opts | | | |

| Line # | Mfg | Part Description | Qty | Unit Sell Price | Extended |
|--------|-----|--|-----|-----------------|----------|
| | | CLR: Fossil | | | |
| 35 | ALS | Optimize Fabric Stacker 15H x 24W | 1 | \$80.28 | \$80.28 |
| | | GRD A FAB | | | |
| | | FAB: Landscape | | | |
| | | Sheen | | | |
| 36 | ALS | Optimize Fabric Stacker 15H x 36W | 2 | \$98.28 | \$196.56 |
| | | GRD A FAB | | | |
| | | FAB: Landscape | | | |
| | | Sheen | | | |
| 37 | ALS | Optimize Panel End Covers 65H | 3 | \$25.56 | \$76.68 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| 38 | ALS | Optimize Panel Mount to Wall Kit 65H | 1 | \$56.16 | \$56.16 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| 39 | ALS | Optimize "L" Connector 65H | 1 | \$43.56 | \$43.56 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| 40 | ALS | Optimize "T" Connector 65H | 2 | \$68.40 | \$136.80 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| 41 | ALS | Optimize Variable Height Connector Kit 15H | 4 | \$23.76 | \$95.04 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| 42 | ALS | Primary 24Dx66W Flat Eg Lam w/Grommets | 1 | \$186.84 | \$186.84 |
| | | L1 Core Lam Opts | | | |
| | | LAM: Loft | | | |

| Line # | Mfg | Part Description | Qty | Unit Sell Price | Extended |
|---|---------------------------------------|--|-----|-----------------|--------------|
| | | Edg: Loft Oval Metal Grommets (Qty 2) CLR: Matte Silver | | | |
| 43 | ALS | Corner Cove 72x36-24L/30R Extd LH Flat w/Groms L1 Core Lam Opts LAM: Loft Edg: Loft Oval Metal Grommets (Qty 2) CLR: Matte Silver | 1 | \$254.88 | \$254.88 |
| 44 | ALS | Worksurface Bracket Kit P1 Paint Opts CLR: Fossil | 1 | \$16.92 | \$16.92 |
| Subtotal: | | | | | \$8,347.68 |
| 119: FOOD AND NUTRITION DIRECTOR | | | | | |
| 45 | ALS | Lateral File Top 30Wx18D Laminate L1 Core Lam Opts LAM: Loft Edg: Loft | 1 | \$94.68 | \$94.68 |
| 46 | ALS | Lateral File Top 36Wx18D Laminate L1 Core Lam Opts LAM: Loft Edg: Loft | 1 | \$106.92 | \$106.92 |
| 47 | ALS | Ess Lat 36W 39-1/8H 3-12" Drws Arch Pull P1 Paint Opts CLR: Fossil PULL: Matte Silver Standard Random key | 1 | \$454.32 | \$454.32 |
| 48 | ALS | Essentials 39-1/8Hx30W Storage Cabinet Arch Pull P1 Paint Opts | 1 | \$300.60 | \$300.60 |
| 4/3/2018 | JC_ANNEX_ALL FLOORS_ADDONS 4.3.18.vis | | | | Page 8 of 29 |
| | ual.sp4 | | | | |

| Line # | Mfg | Part Description | Qty | Unit Sell Price | Extended |
|--------|-----|---------------------|-----|-----------------|----------|
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |

Subtotal: \$956.52

121: ENVIRONMENTAL HEALTH DIRECTOR

| | | | | | |
|----|-----|--|---|----------|----------|
| 49 | ALS | Ess Bookcase 34-1/2Wx12-5/8Dx81H 6-Shelf | 1 | \$327.60 | \$327.60 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |

| | | | | | |
|----|-----|---|---|----------|----------|
| 50 | ALS | Ess Lat 30W 64-1/4H 12" R/O 4-12" Drws w/PS Arch Pull | 1 | \$663.12 | \$663.12 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |

Subtotal: \$990.72

123: HEALTHY HOMES

| | | | | | |
|----|-----|-------------------------------------|---|---------|---------|
| 51 | ALS | Align Adept Style 24Dx29H H-Leg Sup | 1 | \$65.88 | \$65.88 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |

| | | | | | |
|----|-----|--|---|----------|----------|
| 52 | ALS | Essentials Support Ped BBF 28Hx18Dx15W Arch Pull | 1 | \$242.28 | \$242.28 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |

| | | | | | |
|----|-----|--|---|----------|----------|
| 53 | ALS | Quip Task chair Mesh back, no firecode | 1 | \$233.64 | \$233.64 |
| | | Black | | | |
| | | Fully Adj Arm | | | |
| | | No Lumbar | | | |
| | | Standard cylinder | | | |
| | | Black Hard Tread | | | |
| | | Graphite | | | |

| Line # | Mfg | Part Description | Qty | Unit Sell Price | Extended |
|---------------------------|-----|--|-----|-----------------|------------|
| | | Grade 2 Uph Fab: Whisper Vinyl CLR: Elephant | | | |
| 54 | ALS | Primary 24Dx54W Flat Eg Lam w/Grommets L1 Core Lam Opts LAM: Loft Edg: Loft Oval Metal Grommets (Qty 2) CLR: Matte Silver | 1 | \$153.00 | \$153.00 |
| 55 | ALS | Worksurface Bracket Kit P1 Paint Opts CLR: Fossil | 1 | \$16.92 | \$16.92 |
| Subtotal: | | | | | \$711.72 |
| 127: OPEN OFFICE | | | | | |
| 56 | ALS | Lateral File Top 60Wx18D Laminate L1 Core Lam Opts LAM: Loft Edg: Loft | 1 | \$133.20 | \$133.20 |
| 57 | ALS | Ess Bookcase 34-1/2Wx12-5/8Dx41H 3-Shelf P1 Paint Opts CLR: Fossil | 2 | \$237.96 | \$475.92 |
| 58 | ALS | Ess Lat 30W 39-1/8H 3-12" Drws Arch Pull P1 Paint Opts CLR: Fossil PULL: Matte Silver Standard Random key | 2 | \$402.84 | \$805.68 |
| Subtotal: | | | | | \$1,414.80 |
| 152: CLINIC INTAKE | | | | | |
| 59 | ALS | Ess Lat 30W 64-1/4H 12" R/O 4-12" Drws w/PS Arch Pull | 4 | \$663.12 | \$2,652.48 |

| Line # | Mfg | Part Description | Qty | Unit Sell Price | Extended |
|----------------------------|-----|--|-----|-----------------|------------|
| | | P1 Paint Opts CLR: Fossil PULL: Matte Silver Standard Random key | | | |
| Subtotal: | | | | | \$2,652.48 |
| 161: OFFICE | | | | | |
| 60 | ALS | Ess Lat 42W 64-1/4H 12" R/O 4-12" Drws w/PS Arch Pull P1 Paint Opts CLR: Fossil PULL: Matte Silver Standard Random key | 1 | \$861.12 | \$861.12 |
| Subtotal: | | | | | \$861.12 |
| 162: OFFICE | | | | | |
| 61 | ALS | Ess Lat 42W 64-1/4H 12" R/O 4-12" Drws w/PS Arch Pull P1 Paint Opts CLR: Fossil PULL: Matte Silver Standard Random key | 1 | \$861.12 | \$861.12 |
| Subtotal: | | | | | \$861.12 |
| 163: CLINICAL STAFF | | | | | |
| 62 | ALS | Ess Lat 30W 64-1/4H 12" R/O 4-12" Drws w/PS Arch Pull P1 Paint Opts CLR: Fossil PULL: Matte Silver Standard Random key | 2 | \$663.12 | \$1,326.24 |
| 63 | ALS | Ess Lat 36W 64-1/4H 12" R/O 4-12" Drws w/PS Arch Pull P1 Paint Opts CLR: Fossil PULL: Matte Silver Standard Random key | 2 | \$744.12 | \$1,488.24 |
| Subtotal: | | | | | \$2,814.48 |

| Line # | Mfg | Part Description | Qty | Unit Sell Price | Extended |
|-----------------------------|-----|---|-----|-----------------|------------|
| 206: TENANT/LANDLORD | | | | | |
| 64 | ALS | Lateral File Top 30Wx18D Laminate | 1 | \$94.68 | \$94.68 |
| | | L1 Core Lam Opts | | | |
| | | LAM: Loft | | | |
| | | Edg: Loft | | | |
| 65 | ALS | Lateral File Top 36Wx18D Laminate | 2 | \$106.92 | \$213.84 |
| | | L1 Core Lam Opts | | | |
| | | LAM: Loft | | | |
| | | Edg: Loft | | | |
| 66 | ALS | Lateral File Top 72Wx18D Laminate | 1 | \$144.72 | \$144.72 |
| | | L1 Core Lam-Opts | | | |
| | | LAM: Loft | | | |
| | | Edg: Loft | | | |
| 67 | ALS | Ess Lat 30W 39-1/8H 3-12" Drws Arch Pull | 1 | \$402.84 | \$402.84 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |
| 68 | ALS | Ess Lat 36W 39-1/8H 3-12" Drws Arch Pull | 4 | \$454.32 | \$1,817.28 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |
| 69 | ALS | Ess Lat 30W 64-1/4H 12" R/O 4-12" Drws w/PS Arch Pull | 2 | \$663.12 | \$1,326.24 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |

| Line # | Mfg | Part Description | Qty | Unit Sell Price | Extended |
|--------------------------------------|-----|---|-----|-----------------|---------------------------------------|
| 70 | ALS | Ess Lat 36W 64-1/4H 12" R/O 4-12" Drws w/PS Arch Pull | 3 | \$744.12 | \$2,232.36 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |
| 71 | ALS | Ess Lat 42W 64-1/4H 12" R/O 4-12" Drws w/PS Arch Pull | 1 | \$861.12 | \$861.12 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |
| 72 | ALS | 29.5Hx30D Op End Supp Freestanding | 2 | \$210.60 | \$421.20 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| 73 | ALS | Flat Bracket 24D | 2 | \$16.92 | \$33.84 |
| Subtotal: | | | | | \$7,548.12 |
| 207: TENANT/LANDLORD DIRECTOR | | | | | |
| 74 | ALS | Ess Lat 36W 64-1/4H 12" R/O 4-12" Drws w/PS Arch Pull | 1 | \$744.12 | \$744.12 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |
| Subtotal: | | | | | \$744.12 |
| 223: BUILDING DEPT. | | | | | |
| 75 | ALS | Lateral File Top 30Wx18D Laminate | 2 | \$94.68 | \$189.36 |
| | | L1 Core Lam Opts | | | |
| | | LAM: Loft | | | |
| | | Edg: Loft | | | |
| 76 | ALS | Lateral File Top 36Wx18D Laminate | 2 | \$106.92 | \$213.84 |
| 4/3/2018 | | | | | JC_ANNEX_ALL FLOORS_ADDONS 4.3.18.vis |
| | | | | | ual.sp4 |
| | | | | | Page 13 of 29 |

| Line # | Mfg | Part Description | Qty | Unit Sell Price | Extended |
|--------|-----|---|-----|-----------------|------------|
| | | L1 Core Lam Opts LAM: Loft Edg: Loft | | | |
| 77 | ALS | Lateral File Top 42Wx18D Laminate L1 Core Lam Opts LAM: Loft Edg: Loft | 5 | \$116.28 | \$581.40 |
| 78 | ALS | Lateral File Top 84Wx18D Laminate L1 Core Lam Opts LAM: Loft Edg: Loft | 2 | \$190.08 | \$380.16 |
| 79 | ALS | Ess Lat 30W 39-1/8H 3-12" Drws Arch Pull P1 Paint Opts CLR: Fossil PULL: Matte Silver Standard Random key | 2 | \$402.84 | \$805.68 |
| 80 | ALS | Ess Lat 36W 39-1/8H 3-12" Drws Arch Pull P1 Paint Opts CLR: Fossil PULL: Matte Silver Standard Random key | 2 | \$454.32 | \$908.64 |
| 81 | ALS | Ess Lat 42W 39-1/8H 3-12" Drws Arch Pull P1 Paint Opts CLR: Fossil PULL: Matte Silver Standard Random key | 5 | \$524.88 | \$2,624.40 |
| 82 | ALS | Ess Lat 30W 52-1/2H 4-12" Drws w/PS Arch Pull P1 Paint Opts CLR: Fossil | 1 | \$525.24 | \$525.24 |

| Line # | Mfg | Part Description | Qty | Unit Sell Price | Extended |
|------------------|-----|---|-----|-----------------|-------------|
| | | PULL: Matte Silver Standard Random key | | | |
| 83 | ALS | Ess Lat 36W 52-1/2H 4-12" Drws w/PS Arch Pull | 9 | \$589.68 | \$5,307.12 |
| | | P1 Paint Opts CLR: Fossil PULL: Matte Silver Standard Random key | | | |
| 84 | ALS | Ess Lat 42W 28H 2-12" Drws Arch Pull | 4 | \$393.48 | \$1,573.92 |
| | | P1 Paint Opts CLR: Fossil PULL: Matte Silver Standard Random key | | | |
| Subtotal: | | | | | \$13,109.76 |

225: BUILDING DIRECTOR

| | | | | | |
|------------------|-----|---|---|----------|------------|
| 85 | ALS | Lateral File Top 84Wx18D Laminate | 1 | \$190.08 | \$190.08 |
| | | L1 Core Lam Opts LAM: Loft Edg: Loft | | | |
| 86 | ALS | Ess Bookcase 34-1/2Wx12-5/8Dx71H 5-Shelf | 2 | \$316.08 | \$632.16 |
| | | P1 Paint Opts CLR: Fossil | | | |
| 87 | ALS | Ess Lat 42W 28H 2-12" Drws Arch Pull | 2 | \$393.48 | \$786.96 |
| | | P1 Paint Opts CLR: Fossil PULL: Matte Silver Standard Random key | | | |
| Subtotal: | | | | | \$1,609.20 |

230: BUILDING DEPT.

| | | | | | |
|----|-----|---|---|----------|------------|
| 88 | ALS | Ess Lat 30W 52-1/2H 4-12" Drws w/PS Arch Pull | 5 | \$525.24 | \$2,626.20 |
|----|-----|---|---|----------|------------|

| Line # | Mfg | Part Description | Qty | Unit Sell Price | Extended |
|-----------------------------------|-----|---|-----|-----------------|-------------|
| | | P1 Paint Opts CLR: Fossil PULL: Matte Silver Standard Random key | | | |
| 89 | ALS | Ess Lat 36W 52-1/2H 4-12" Drws w/PS Arch Pull | 13 | \$589.68 | \$7,665.84 |
| | | P1 Paint Opts CLR: Fossil PULL: Matte Silver Standard Random key | | | |
| Subtotal: | | | | | \$10,292.04 |
| 305: HEDC DIRECTOR'S SUITE | | | | | |
| 90 | ALS | Ess Lat 36W 64-1/4H 12" R/O 4-12" Drws w/PS Arch Pull | 3 | \$744.12 | \$2,232.36 |
| | | P1 Paint Opts CLR: Fossil PULL: Matte Silver Standard Random key | | | |
| 91 | ALS | Ess Lat 42W 64-1/4H 12" R/O 4-12" Drws w/PS Arch Pull | 1 | \$861.12 | \$861.12 |
| | | P1 Paint Opts CLR: Fossil PULL: Matte Silver Standard Random key | | | |
| 92 | ALS | Optimize Tckble Pnl 50H x 60W w/out Top Cap | 1 | \$210.96 | \$210.96 |
| | | GRD A FAB FAB: Landscape Slate P1 Paint Opts CLR: Fossil | | | |
| 93 | ALS | Optimize Frameless Glass Screen 7.5H x 60W | 1 | \$278.64 | \$278.64 |
| | | P1 Paint Opts CLR: Fossil | | | |

| Line # | Mfg | Part Description | Qty | Unit Sell Price | Extended |
|-----------------------------------|--------------------------------------|---|-----|-----------------|---------------|
| | | Frosted Glass | | | |
| 94 | ALS | Primary 24Dx36W Flat Eg Lam w/Grommet | 1 | \$114.84 | \$114.84 |
| | | L1 Core Lam Opts | | | |
| | | LAM: Loft | | | |
| | | Edg: Loft | | | |
| | | Oval Metal Grommet | | | |
| | | CLR: Matte Silver | | | |
| 95 | ALS | Corner Cove 36x60-24L/24R Extd RH Flat w/Grom | 1 | \$222.12 | \$222.12 |
| | | L1 Core Lam Opts | | | |
| | | LAM: Loft | | | |
| | | Edg: Loft | | | |
| | | Oval Metal Grommets (Qty 2) | | | |
| | | CLR: Matte Silver | | | |
| 96 | ALS | Worksurface Bracket Kit | 1 | \$16.92 | \$16.92 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| 97 | ALS | DNA Pnl Mnt RH 24Dx29-1/2H End Pnl Supt | 1 | \$70.56 | \$70.56 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| Subtotal: | | | | | \$4,007.52 |
| 307: DIRECTOR'S CONFERENCE | | | | | |
| 98 | ALS | Lateral File Top 36Wx18D Laminate | 1 | \$106.92 | \$106.92 |
| | | L1 Core Lam Opts | | | |
| | | LAM: Loft | | | |
| | | Edg: Loft | | | |
| 99 | ALS | Lateral File Top 60Wx18D Laminate | 1 | \$133.20 | \$133.20 |
| | | L1 Core Lam Opts | | | |
| | | LAM: Loft | | | |
| | | Edg: Loft | | | |
| 4/3/2018 | JC_ANEX_ALL FLOORS_ADDONS 4.3.18.vis | | | | Page 17 of 29 |
| | uaj.sp4 | | | | |

| Line # | Mfg | Part Description | Qty | Unit Sell Price | Extended |
|-------------------------------|-----|---|-----|-----------------|------------|
| 100 | ALS | Ess Lat 30W 39-1/8H 3-12" Drws Arch Pull | 2 | \$402.84 | \$805.68 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |
| 101 | ALS | Ess Lat 36W 39-1/8H 3-12" Drws Arch Pull | 1 | \$454.32 | \$454.32 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |
| Subtotal: | | | | | \$1,500.12 |
| 311: HHS FISCAL OFFICE | | | | | |
| 102 | ALS | Ess Lat 36W 64-1/4H 12" R/O 4-12" Drws w/PS Arch Pull | 1 | \$744.12 | \$744.12 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |
| Subtotal: | | | | | \$744.12 |
| 312: HHS DIR. SUITE | | | | | |
| 103 | ALS | Lateral File Top 36Wx18D Laminate | 1 | \$106.92 | \$106.92 |
| | | L1 Core Lam Opts | | | |
| | | LAM: Loft | | | |
| | | Edg: Loft | | | |
| 104 | ALS | Lateral File Top 60Wx36D Laminate | 1 | \$233.28 | \$233.28 |
| | | L1 Core Lam Opts | | | |
| | | LAM: Loft | | | |
| | | Edg: Loft | | | |
| 105 | ALS | Ess Bookcase 34-1/2Wx12-5/8Dx71H 5-Shelf | 1 | \$316.08 | \$316.08 |
| | | P1 Paint Opts | | | |

| Line # | Mfg | Part Description | Qty | Unit Sell Price | Extended |
|-----------------------------------|-----|---|-----|-----------------|------------|
| | | CLR: Fossil | | | |
| 106 | ALS | Ess Lat 30W 39-1/8H 3-12" Drws Arch Pull | 4 | \$402.84 | \$1,611.36 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |
| 107 | ALS | Ess Lat 36W 64-1/4H 12" R/O 4-12" Drws w/PS Arch Pull | 1 | \$744.12 | \$744.12 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |
| 108 | ALS | Essentials 39-1/8Hx36W Storage Cabinet Arch | 1 | \$316.08 | \$316.08 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |
| Subtotal: | | | | | \$3,327.84 |
| 318: COMMUNITY DEVELOPMENT | | | | | |
| 109 | ALS | Power Harness 30W | 4 | \$82.08 | \$328.32 |
| | | CLR: Black | | | |
| 110 | ALS | Power Harness 36W | 1 | \$82.08 | \$82.08 |
| | | CLR: Black | | | |
| 111 | ALS | Duplex Recept Circuit 1: 3+1 or 2+2 System | 1 | \$15.48 | \$15.48 |
| | | CLR: Loft | | | |
| 112 | ALS | Duplex Recept Circuit 2: 3+1 or 2+2 System | 1 | \$15.48 | \$15.48 |
| | | CLR: Loft | | | |

| Line # | Mfg | Part Description | Qty | Unit Sell Price | Extended |
|--------|-----|--|-----|-----------------|----------|
| 113 | ALS | Duplex Recept Circuit 3: 3+1 or 2+2 System CLR: Loft | 1 | \$15.48 | \$15.48 |
| 114 | ALS | Duplex Recept Circuit 4: 3+1 or 2+2 System CLR: Loft | 1 | \$15.48 | \$15.48 |
| 115 | ALS | 72Wx30D Rect Lam Flat Edge Single Surface L1 Core Lam Opts LAM: Loft Edg: Loft Center Grommet Oval Metal Grommet CLR: Matte Silver | 1 | \$191.52 | \$191.52 |
| 116 | ALS | Lateral File Top 30Wx18D Laminate L1 Core Lam Opts LAM: Loft Edg: Loft | 1 | \$94.68 | \$94.68 |
| 117 | ALS | Lateral File Top 36Wx18D Laminate L1 Core Lam Opts LAM: Loft Edg: Loft | 2 | \$106.92 | \$213.84 |
| 118 | ALS | Lateral File Top 42Wx18D Laminate L1 Core Lam Opts LAM: Loft Edg: Loft | 2 | \$116.28 | \$232.56 |
| 119 | ALS | Lateral File Top 72Wx18D Laminate L1 Core Lam Opts LAM: Loft Edg: Loft | 3 | \$144.72 | \$434.16 |

| Line # | Mfg | Part Description | Qty | Unit Sell Price | Extended |
|--------|-----|---|-----|-----------------|------------|
| 120 | ALS | Three-Port Flex-Mode Faceplate CLR: Black | 1 | \$8.28 | \$8.28 |
| 121 | ALS | Electric 3 Stage T-leg Base Platinum Matte | 1 | \$587.52 | \$587.52 |
| 122 | ALS | T Leg Caster Add On Kit (Black finish only) | 1 | \$35.64 | \$35.64 |
| 123 | ALS | Memory control for T-leg base | 1 | \$44.28 | \$44.28 |
| 124 | ALS | Hinged Modesty Panel 60" P1 Paint Opts CLR: Fossil | 1 | \$87.84 | \$87.84 |
| 125 | ALS | Align Adept Style 24Dx29H H-Leg Sup P1 Paint Opts CLR: Fossil | 1 | \$65.88 | \$65.88 |
| 126 | ALS | Align Adept Style 30Dx29H H-Leg Sup P1 Paint Opts CLR: Fossil | 6 | \$71.28 | \$427.68 |
| 127 | ALS | Ess Lat 30W 39-1/8H 3-12" Drws Arch Pull P1 Paint Opts CLR: Fossil PULL: Matte Silver Standard Random key | 1 | \$402.84 | \$402.84 |
| 128 | ALS | Ess Lat 36W 39-1/8H 3-12" Drws Arch Pull P1 Paint Opts CLR: Fossil PULL: Matte Silver Standard Random key | 8 | \$454.32 | \$3,634.56 |

| Line # | Mfg | Part Description | Qty | Unit Sell Price | Extended |
|--------|-----|---|-----|-----------------|------------|
| 129 | ALS | Ess Lat 42W 39-1/8H 3-12" Drws Arch Pull | 1 | \$524.88 | \$524.88 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |
| 130 | ALS | Ess Lat 36W 64-1/4H 12" R/O 4-12" Drws w/PS Arch Pull | 9 | \$744.12 | \$6,697.08 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |
| 131 | ALS | Ess Lat 30W 28H 2-12" Drws Arch Pull | 1 | \$307.44 | \$307.44 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |
| 132 | ALS | Ess Lat 42W 28H 2-12" Drws Arch Pull | 1 | \$393.48 | \$393.48 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |
| 133 | ALS | Essentials 64-1/4Hx36W Storage Cabinet Arch | 1 | \$462.60 | \$462.60 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |
| 134 | ALS | 29.5Hx24D Op End Supp Freestanding | 1 | \$194.40 | \$194.40 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |

| Line # | Mfg | Part Description | Qty | Unit Sell Price | Extended |
|--------|-----|---|-----|-----------------|------------|
| 135 | ALS | 29.5Hx30D Op End Supp Freestanding P1 Paint Opts CLR: Fossil | 1 | \$210.60 | \$210.60 |
| 136 | ALS | Optimize Tckble Pnl 50H x 24W w/out Top Cap GRD A FAB FAB: Landscape Slate P1 Paint Opts CLR: Fossil | 16 | \$128.16 | \$2,050.56 |
| 137 | ALS | Optimize Tckble Pnl 50H x 36W w/out Top Cap GRD A FAB FAB: Landscape Slate P1 Paint Opts CLR: Fossil | 15 | \$161.64 | \$2,424.60 |
| 138 | ALS | Panel Top Cap 36"W P1 Paint Opts CLR: Fossil | 1 | \$9.72 | \$9.72 |
| 139 | ALS | Optimize Frameless Glass Screen 7.5H x 24W P1 Paint Opts CLR: Fossil Frosted Glass | 16 | \$161.28 | \$2,580.48 |
| 140 | ALS | Optimize Frameless Glass Screen 7.5H x 72W P1 Paint Opts CLR: Fossil Frosted Glass | 12 | \$332.64 | \$3,991.68 |
| 141 | ALS | Optimize Panel End Covers 50H P1 Paint Opts | 17 | \$25.56 | \$434.52 |

| Line # | Mfg | Part Description | Qty | Unit Sell Price | Extended |
|--------|-----|--|-----|-----------------|------------|
| | | CLR: Fossil | | | |
| 142 | ALS | Optimize "L" Connector 50H | 7 | \$43.56 | \$304.92 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| 143 | ALS | Optimize Inline Connector Kit | 9 | \$23.40 | \$210.60 |
| 144 | ALS | Optimize "X" Connector 50H | 2 | \$68.40 | \$136.80 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| 145 | ALS | Essentials Support Ped BBF 28Hx18Dx15W Arch Pull | 14 | \$242.28 | \$3,391.92 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |
| 146 | ALS | Essentials Support Ped FF 28Hx18Dx15W Arch Pull | 8 | \$242.28 | \$1,938.24 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |
| 147 | ALS | Quip Task chair Mesh back, no firecode | 8 | \$233.64 | \$1,869.12 |
| | | Black | | | |
| | | Fully Adj Arm | | | |
| | | No Lumbar | | | |
| | | Standard cylinder | | | |
| | | Black Hard Tread | | | |
| | | Carbon | | | |
| | | Grade 2 Uph | | | |
| | | Fab: Whisper Vinyl | | | |
| | | CLR: Black | | | |

| Line # | Mfg | Part Description | Qty | Unit Sell Price | Extended |
|--------|-----|--|-----|-----------------|------------|
| 148 | ALS | Primary 24Dx30W Flat Eg Lam w/Grommet | 12 | \$102.24 | \$1,226.88 |
| | | L1 Core Lam Opts | | | |
| | | LAM: Loft | | | |
| | | Edg: Loft | | | |
| | | Oval Metal Grommet | | | |
| | | CLR: Matte Silver | | | |
| 149 | ALS | Primary 24Dx66W Flat Eg Lam w/Grommets | 1 | \$186.84 | \$186.84 |
| | | L1 Core Lam Opts | | | |
| | | LAM: Loft | | | |
| | | Edg: Loft | | | |
| | | Oval Metal Grommets (Qty 2) | | | |
| | | CLR: Matte Silver | | | |
| 150 | ALS | Primary 24Dx72W Flat Eg Lam w/Grommets | 1 | \$194.76 | \$194.76 |
| | | L1 Core-Lam Opts | | | |
| | | LAM: Loft | | | |
| | | Edg: Loft | | | |
| | | Oval Metal Grommets (Qty 2) | | | |
| | | CLR: Matte Silver | | | |
| 151 | ALS | Corner Cove 72x36-24L/24R Extd LH Flat w/Groms | 8 | \$244.80 | \$1,958.40 |
| | | L1 Core Lam Opts | | | |
| | | LAM: Loft | | | |
| | | Edg: Loft | | | |
| | | Oval Metal Grommets (Qty 2) | | | |
| | | CLR: Matte Silver | | | |
| 152 | ALS | Corner Cove 36x72-24L/24R Extd RH Flat w/Grom | 6 | \$244.80 | \$1,468.80 |
| | | L1 Core Lam Opts | | | |
| | | LAM: Loft | | | |
| | | Edg: Loft | | | |
| | | Oval Metal Grommets (Qty 2) | | | |
| | | CLR: Matte Silver | | | |

| Line # | Mfg | Part Description | Qty | Unit Sell Price | Extended |
|--|-----|---|-----|-----------------|-------------|
| 153 | ALS | Flat Bracket 24D | 7 | \$16.92 | \$118.44 |
| 154 | ALS | Worksurface Bracket Kit | 13 | \$16.92 | \$219.96 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| 155 | ALS | Cantilever Bracket 24D LH Terrace | 4 | \$20.16 | \$80.64 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| 156 | ALS | Cantilever Bracket 24D RH Terrace | 4 | \$20.16 | \$80.64 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| Subtotal: | | | | | \$40,602.60 |
| 321: COMMUNITY DEVELOPMENT DIRECTOR | | | | | |
| 157 | NOF | UNIVERSAL,18WX27H,CYLINDER BASE,NO WIRE MGMT,LAMINAT E | 1 | \$355.50 | \$355.50 |
| | | MOCHA | | | |
| 158 | NOF | UNIVERSAL,42DIA,CONFERENCE TOP,ROUND,LAM | 1 | \$212.40 | \$212.40 |
| | | NO GROMMET | | | |
| | | MOCHA | | | |
| 159 | ALS | Ess Lat 30W 64-1/4H 12" R/O 4-12" Drws w/PS Arch Pull | 1 | \$663.12 | \$663.12 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |
| 160 | ALS | Ess Lat 36W 64-1/4H 12" R/O 4-12" Drws w/PS Arch Pull | 3 | \$744.12 | \$2,232.36 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |

| Line # | Mfg | Part Description | Qty | Unit Sell Price | Extended |
|------------------|-----|---|-----|-----------------|------------|
| 161 | ALS | Ess Lat 42W 64-1/4H 12" R/O 4-12" Drws w/PS Arch Pull | 1 | \$861.12 | \$861.12 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |
| Subtotal: | | | | | \$4,324.50 |

401: ZONING

| | | | | | |
|-----|-----|--|---|----------|----------|
| 162 | ALS | Ess Lat 30W 39-1/8H 3-12" Drws Arch Pull | 1 | \$402.84 | \$402.84 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |

| | | | | | |
|-----|-----|--|---|----------|----------|
| 163 | ALS | Ess Lat 36W 39-1/8H 3-12" Drws Arch Pull | 2 | \$454.32 | \$908.64 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |

| | | | | | |
|-----|-----|---|---|----------|------------|
| 164 | ALS | Ess Lat 36W 52-1/2H 4-12" Drws w/PS Arch Pull | 4 | \$589.68 | \$2,358.72 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |

| | | | | | |
|-----|-----|---|---|----------|----------|
| 165 | ALS | Ess Lat 42W 52-1/2H 4-12" Drws w/PS Arch Pull | 1 | \$678.24 | \$678.24 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |

| | | | | | |
|------------------|--|--|--|--|------------|
| Subtotal: | | | | | \$4,348.44 |
|------------------|--|--|--|--|------------|

402: ZONING DIRECTOR

| Line # | Mfg | Part Description | Qty | Unit Sell Price | Extended |
|---------------------------|---------------------------------------|--|-----|-----------------|---------------|
| 166 | ALS | Ess Lat 42W 52-1/2H 4-12" Drws w/PS Arch Pull | 4 | \$678.24 | \$2,712.96 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |
| Subtotal: | | | | | \$2,712.96 |
| 403: ZONING OFFICE | | | | | |
| 167 | ALS | Ess Lat 36W 39-1/8H 3-12" Drws Arch Pull | 5 | \$454.32 | \$2,271.60 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |
| Subtotal: | | | | | \$2,271.60 |
| 404: CLOSET | | | | | |
| 168 | ALS | Ess Lat 42W 52-1/2H 4-12" Drws w/PS Arch Pull | 2 | \$678.24 | \$1,356.48 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |
| 169 | ALS | Essentials 64-1/4Hx36W Storage Cabinet Arch | 1 | \$462.60 | \$462.60 |
| | | P1 Paint Opts | | | |
| | | CLR: Fossil | | | |
| | | PULL: Matte Silver | | | |
| | | Standard Random key | | | |
| Subtotal: | | | | | \$1,819.08 |
| zINSTALL | | | | | |
| 170 | | DELIVERY AND INSTALLATION During normal hours using Prevailing Wage | 1 | \$18,539.57 | \$18,539.57 |
| Subtotal: | | | | | \$18,539.57 |
| Total Sell: | | | | | \$147,474.35 |
| 4/3/2018 | JC_ANNEX_ALL FLOORS_ADDONS 4.3.18.vis | | | | Page 28 of 29 |
| | ual.sp4 | | | | |

| Line # | Mfg | Part Description | Qty | Unit Sell Price | Extended |
|--------|-----|------------------|-----|-----------------|----------|
|--------|-----|------------------|-----|-----------------|----------|

*Thank you for doing business with WB Mason Co., Inc.
It has been a pleasure to assist you with your furniture needs.*

APPROVED BY: _____

VALID FOR 30 DAYS FROM:

4/3/2018

**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 W.B.Mason Co. 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 W.B.Mason Co. 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.

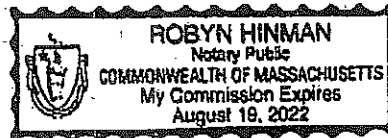
Name of Business Entity: W.B.Mason Co. Inc.

Signed: [Signature] Title: Senior V.P.

Print Name: Daniel Orr Jr. Date: April 3, 2018

Subscribed and sworn before me
this 3rd day of April, 2018.
My Commission expires: _____

[Signature]
(Affiant)
Robyn Hinman
(Print name & title of affiant) (Corporate Seal)



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

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY**

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committees, 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 | Mira Frinz-Arey for Council |
| Lavarro for Councilman | Friends of Richard Boggiano |
| Friends of Joyce Watterman | Michael Yun for Council |
| Friends of Daniel Rivera | Solomon for Council |
| Ridley for Council | Friends of Jermaine 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 |
|------------------------------|---------------------------------------|
| Steven Greene | 59 Centre Street, Brockton, MA. 02301 |
| John Greene | 59 Centre Street, Brockton, MA. 02301 |
| Leo Meehan | 59 Centre Street, Brockton, MA. 02301 |
| | |
| | |
| | |
| | |
| | |

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: W.F. Mason Co. Inc.

Signature of Affiant: [Signature] Title: Senior V.P.

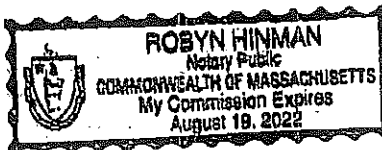
Printed Name of Affiant: Daniel Orr Jr. Date: April 3, 2018

Subscribed and sworn before me this 3rd day of April, 2018.

[Signature]
(Witnessed or attested by)

My Commission expires:
August 19, 2022

(Seal)



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:

Jeania 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@fcnj.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. 10-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Services 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 or non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Daniel Orr Jr., Senior V.P.

Representative's Signature: 

Name of Company: W.B.Mason Co. Inc.

Tel. No.: 888-926-2766

Date: April 3, 2018

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

The contractor and the Senior V.P. of W.B. Mason Co. Inc. ("contractor" or "owner") do hereby agree that the

provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 USC 11911 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 to this contract, in providing any old, leased, or services on behalf of the contractor, 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 the Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all claims, losses, damages, or damages of whatever kind or nature arising out of or from the contract, including but not limited to the contractor's liability for legal services and any and all costs and other expenses arising from such actions or administrative proceedings or awarded in connection therewith. In any and all complaints brought pursuant to the contract or proceedings, the contractor agrees to abide by any decision of the owner which is considered pursuant to said proceedings. 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 the 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 hereof 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 shall 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 this 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 remedies available to it under any other provisions of the Agreement or otherwise at law.

Agreement's Name (The Firm): Daniel G. P. Senior V.P.
 Representative's Signature: W.B. Mason Co. Inc.
 Name of Company: W.B. Mason Co. Inc.
 Tel. No.: 888-926-2766
 Date: April 3, 2018

**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 : W.B.Mason Co. Inc.
Address : 535 Secaucus Road, Secaucus, NJ. 07094
Telephone No. : 888-926-2766
Contact Name : David Bieler

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: W.B. Mason Co. Inc.
Address: 535 Secaucus Road, Secaucus, NJ. 07094
Telephone No.: 888-926-2766
Contact Name: David Bieler

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

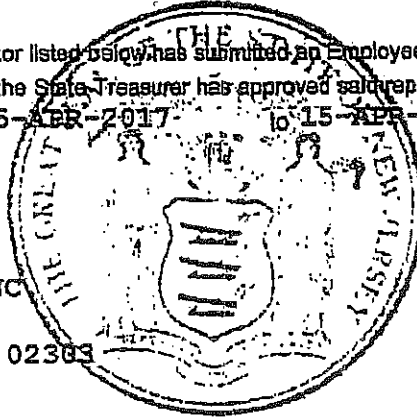
DIVISION OF PURCHASING COPY

Certification 28060

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-2017** to **15-APR-2020**

W.B. MASON COMPANY, INC
59 CENTRE STREET
BROCKTON MA 02303



Ford M. Scudder

FORD M. SCUDDER
State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: W B MASON CO INC
Trade Name:
Address: 535 SECAUCUS RD
SECAUCUS, NJ 07094-2529
Certificate Number: 0056513
Effective Date: January 10, 2000
Date of Issuance: August 12, 2015

For Office Use Only:
20150812094600156



CITY OF JERSEY CITY
DIVISION OF PURCHASING

384 CENTRAL AVENUE, 2ND FLOOR | JERSEY CITY, NJ 07307
P: 201 547 5155/5156 | F: 201 547 8585



STEVEN M. FULOP
MAYOR OF JERSEY CITY

PETER FOLGADO
INSPECTOR OF PURCHASING, CPA, RPPD

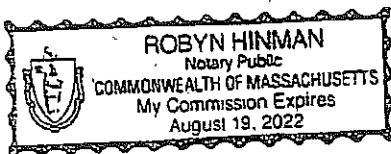
CERTIFICATION REGARDING SUSPENSION/DEBARMENT

I am Senior V.P. of the firm of W.B.Mason Co. Inc.

the Contractor who submitted the lowest responsible bid for the project known as
JERSEY CITY MUNICIPAL - MLK ANNEX

I executed the Proposal submitted to the City of Jersey City with the full authority to do so. As of the date of execution of this Certification on this 9th day of November, 2017, the firm of W.B.Mason Co. Inc. has not been suspended or debarred from submitting bid proposals by the United States of America, its departments, divisions, and agencies or by the State of New Jersey, its departments, divisions, and agencies.

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.



W.B.Mason Co. Inc.

(Name of Contractor)

Signed By:

Dated: November 9, 2017

Title: Senior V.P.

Sworn and subscribed to before me
This 9th day of November, 2017

*Must be notarized and returned with bid only if total bid amount exceeds \$100,000.00

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

City Clerk File No. Res. 18-356

Agenda No. 10.Z.2

Approved: APR 11 2018

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO STANTEC CONSULTING SERVICES FOR THE ON-CALL TRAFFIC ENGINEERING SERVICES PROJECT NO. 18-005-T FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

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

WHEREAS, the City of Jersey City (City) requires the professional services of an engineering firm to assist in the development and implementation of Traffic Safety and Capacity Improvement projects throughout the City; and

WHEREAS, in accordance with the New Jersey Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq., through a "fair and open process", the City previously publicly advertised a Request for Qualifications for general civil engineering services and the City evaluated each firm as to its qualifications to provide these services; and

WHEREAS, Stantec submitted a Qualification Statement in response to the City's RFQ and is a pre-qualified engineering firm; and

WHEREAS, after careful review of the previously submitted qualification statement by the Division of Engineering, Traffic and Transportation, and satisfactory performance in other comparable projects, the Municipal Engineer recommends the award of a Professional Engineering Services contract to Stantec Consulting Services, Inc (Stantec) because of its experience in all aspects of Municipal Engineering, for a total contract cost not to exceed the amount of \$150,000.00 in accordance with its billing rates dated January 1st, 2018; and

WHEREAS, Funds for this expenditure are available from the following account:

| Acct. No. | Req. # | P.O. # | Amount |
|-------------------|---------|--------|--------------|
| 04-215-55-910-990 | 0183231 | | \$150,000.00 |

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(i); and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection; and

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

1. A professional engineering services contract in the amount of \$150,000.00 and for a term of twelve (12) months effective as of the execution by City officials is awarded to Stantec Consulting Services, Inc.
2. The Mayor or Business Administrator hereby is authorized to execute an agreement on behalf of the City in the form attached, subject to such modifications as the Corporation Counsel deems necessary or appropriate, and to take such other steps as may be necessary to effectuate the purpose of this resolution.
3. This award is made in accordance with the "Fair and Open Process" of the Pay-to-Play Law, N.J.S.A. 19:44A-2.4 et seq.
4. The contract is awarded without competitive bidding as a Professional Services Agreement under the Local Public Contracts Law, N.J.S.A. 40a:11-5(1)(a)(i).

City Clerk File No. Res. 18-356

Agenda No. 10.Z.2

TITLE: **APR 11 2018**

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO STANTEC CONSULTING SERVICES FOR THE ON-CALL TRAFFIC ENGINEERING SERVICES PROJECT NO. 18-005-T FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

- 5. A copy of this resolution shall be published in a newspaper of general circulation within the City of Jersey City as required by law within ten (10) days of the adoption of this Resolution. N.J.S.A. 40a:11-1 et seq.
- 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.
- 7. The Certification of Compliance with the City's Contractors Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference shall be placed on file with Resolution.

I Donna Mauzer (Donna Mauzer), 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.

Funds for this expenditure are available from 2018 General Engineering

| Acct. No. | Req. # | P.O. # | Amount |
|-------------------|---------|--------|--------------|
| 04-215-55-910-990 | 0183231 | 128861 | \$150,000.00 |

APPROVED: [Signature]
Andrew Vischio, Director of Traffic and Transp.

APPROVED: [Signature] FOR
Jose R. Cunha, PE, CME, City Engineer

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature] CORPORATION COUNSEL

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.11.18 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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 PROFESSIONAL ENGINEERING SERVICES CONTRACT TO STANTEC CONSULTING SERVICES FOR THE ON-CALL TRAFFIC ENGINEERING SERVICES PROJECT NO. 18-005-T FOR THE DEPARTMENT OF ADMINISTRATION / ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

| | | |
|---------------------|------------------------|---------------------------------------|
| Department/Division | Administration | Engineering, Traffic & Transportation |
| Name/Title | Jose R. Cunha, PE, CME | Chief Engineer |
| Phone/email | 201-547-6986 | jcunha@cnj.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 contract award is for Stantec Consulting Services to provide professional services in matters relating to traffic engineering. Examples of services/projects include the optimization of traffic signals at various locations throughout the City and the preparation of engineered drawings to implement traffic control changes and roadway safety improvement projects. These services will be defined by a set number of hours to be utilize, or as a task-based service in which there is prior agreement by proposal.

Cost (Identify all sources and amounts)

04-215-55-910-990 CAPITAL \$150,000.00

Contract term (include all proposed renewals)

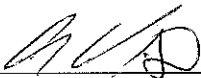
One year.

Type of award

Fair/Open

If "Other Exception", enter type

Additional Information


Andrew Vischio, Director of Traffic & Transp. 4/18/18
Date


Jose R. Cunha, PE, CME, Chief Engineer 4/2/18
Date


Signature of Department Director 4/2/18
Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4470 | F: 201 369 7292



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : April 2nd, 2018

TO : Jose R. Cunha, Director of ET&T

FROM : Andrew Vischio, Director, Traffic & Transportation *AV*

SUBJECT : **Award Recommendation Letter**
ON-CALL TRAFFIC ENGINEERING SERVICES
Jersey City Project No. 18-005 T

Please find attached Resolution, Fact Sheet and requisitions recommending award of a contract for above mentioned project to:

STANTEC CONSULTING SERVICES, INC
365 WEST PASSAIC STREET, SUITE 174
ROCHELLE PARK, NJ 07662-3014

Contract Amount = \$150,000.00

We are also including company's Pay to Play documents.

sp/

Attachments

c: Dawn Odom, Supv Adm Analyst
Project File No. 18-005 T



STEVEN M. FULOP
MAYOR OF JERSEY CITY

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



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : April 2nd, 2018

TO : Rolando Lavarro, Council President and Municipal Council

FROM : Jose R. Cunha, PE, CME, CPWM, CRP, Director of ET&T T/B

SUBJECT : **Recommendation to Award Contract**
ON-CALL TRAFFIC ENGINEERING SERVICES
Jersey City Project No. 18-005 T

Attached for your consideration is a Resolution authorizing award of a construction contract between the City and Stantec Consulting Services, Inc, from 365 West Passaic Street, Suite 175, Rochelle Park, NJ 07662-3014 for the On-Call Traffic Engineering Services Project No. 18-005 T. The base contract amount is \$150,000.00. and this project will be funded with City Capital.

sp

Attachments

c: Raquel Tosado, Contractor Manager
 Paola Campbell, Purchasing Division
 Dawn Odom, Supv. Adm. Analyst



CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION
Municipal Services Complex
13-15 Linden 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

MEMORANDUM

DATE : April 2nd, 2018

TO : Robert Kakoleski, Business Administrator

FROM : Jose R. Cunha, PE, CME, Chief Engineer 723

SUBJECT : **Recommendation Letter**
ON-CALL TRAFFIC ENGINEERING SERVICES
Jersey City Project No. 18-005 T

A Resolution and Fact Sheet along with requisitions are herewith attached recommending the award of a contract to Stantec Consulting Services of 365 West Passaic Street, Suite 175, Rochelle Park, New Jersey 07662-3014.

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at x6986.

sp/

Attchments

c: Dawn Odom, Supv Adm Analyst



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
280 GROVE ST | JERSEY CITY, NJ 07302
P: 201 547 5146 | F: 201 547 4833



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : April 2nd, 2018
TO : Peter Folgado, Purchasing Director
FROM : Robert Kakoleski, Business Administrator
SUBJECT : **Award Recommendation Letter**
OC-CALL TRAFFIC ENGINEERING SERVICES
Jersey City Project No. 18-005 T

Please be advised, after careful and thorough review of previously submitted qualification statements, by the office of Engineering, Traffic and Transportation I recommend a contract be awarded to:

ON-CALL TRAFFIC ENGINEERING SERVICES
365 WEST PASSAIC STREET SUITE 174
ROCHELLE PARK, NJ 07662-3014

Please proceed and utilize the requisition listed below. Enclosed is the awarding resolution, fact sheet and Pay to Play documents for your perusal.

| REQ # | ACCOUNT NUMBER | AMOUNT |
|--------------|-----------------------|---------------|
| 0183231 | 04-215-55-910-990 | \$150,000.00 |

If you have any questions do not hesitate to call.

Robert Kakoleski, Business Administrator

sp/

Attachments

- c: Jose R. Cunha, PE, CME, CPWM, CRP, Director of Engineering
- Raquel Tosado, Contractor Manager
- Paola Campbell, Purchasing Division
- Dawn Odom, Supv. Adm. Analyst

AGREEMENT

Agreement made this _____ day of _____, 2018 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and STANTEC CONSULTING SERVICES, INC., located at 365 West Passaic Street, Suite 175, Rochelle Park, NJ 07662-3014, (hereinafter referred to as ("CONSULTANT")).

WHEREAS, the CITY requires professional engineering services for the On-Call Traffic Engineering Services Project No. 18-005 T ("Project"); and

WHEREAS, the CITY requires professional engineering services to optimize traffic signals at various locations throughout the CITY and the preparation of engineered drawings to implement traffic control changes and roadway safety improvement; and

WHEREAS, CONSULTANT submitted a Standard Hourly Billing Rates Effective January 1, 2018, ("Consultant's Proposal"), not to exceed the amount of One Hundred and Fifty Thousand (\$150,000.00) Dollars and No Cents, attached hereto; and

WHEREAS, the CONSULTANT has the skills and expertise necessary to undertake this project in matters relating to traffic engineered drawings, implementation of traffic control changes and roadway safety improvements; and

WHEREAS, the CITY approved Resolution No. _____ on _____, 2018 awarding a professional services contract to the CONSULTANT;

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 engineering services, for the On-Call Traffic Engineering Services, Project No. 18-005 T.

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional engineering services in accordance with this Agreement and Consultant's Proposal, which is attached hereto and incorporated herein by reference. This Agreement and the 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 the Proposal, the provisions of this Agreement shall govern over the provisions of the Proposal.

2. Such described services shall be performed during a period of Twelve (12) months 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 reduced to writing and signed by authorized representatives of the CITY and CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

ARTICLE III

Contractual Relationship

1. In performing the services under this Agreement, CONSULTANT shall operate and have status of an independent contractor and shall not act as an agent or employee of CITY. As an independent contractor, CONSULTANT shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. CONSULTANT shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV

Compensation and Payment

1. Compensation for the performance of design and professional services described in this Agreement will be in accordance with the attached CONSULTANT'S proposal with a total contract amount not to exceed \$150,000.00 Dollars (\$150,000.00).

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached proposal prepared by CONSULTANT. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

ARTICLE V

Insurance

1. CONSULTANT shall purchase and maintain the following insurance during the terms of this Contract. The CONSULTANT shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, Generally Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Insurance requirements are as follows:

- i) Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage.

- ii) Workers Compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.
- iii) Automobile Liability in the amount of \$1,000,000 combined single limit.
- iv) Professional Liability in the amount of \$2,000,000 per occurrence in aggregate.

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.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number.

ARTICLE VI

Personnel of the Consultant

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both, the CITY and the CONSULTANT.

ARTICLE VII

Progress Report

The CONSULTANT shall prepare and send to the CITY on a monthly basis a Consulting Progress Monthly Payment Schedule Report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

ARTICLE VIII

Suspension or Termination

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

2. Suspension: CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this contract for a period of time, upon seven (7) day's written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

ARTICLE IX

Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with

the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Engineering, Traffic and Transportation of the CITY or any claim or dispute covered by this Article.

ARTICLE X

Nondiscrimination

In connection with the performance of work under this contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

ARTICLE XI

Compliance With Equal Employment Opportunity/Affirmative Action Plan

1. If the 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).

2. This Agreement shall not become effective and CONSULTANT shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full,

required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

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

- a. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report Approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

ARTICLE XII

Compliance With Americans With Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. CONSULTANT is required to read Americans With Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The CONTRACTOR is obligated to comply with the Act and to hold the owner harmless.

ARTICLE XIII

Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this contract. Said agreement shall indemnify and defend the CITY, and its respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

ARTICLE XIV

Entire Agreement

1. This agreement constitutes the entire agreement between CITY and CONSULTANT. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey

ARTICLE XV

P.L. 2004, c.57 (N.J.S.A. 52:32-44)

MANDATORY BUSINESS REGISTRATION REQUIREMENTS

Non Construction Contracts

P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40::11-2).

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the CONTRACTOR shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the CONTRACTOR and each of its affiliates, and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use-tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this state, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of Section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XVI

City of Jersey City Contractor Pay-to Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that CONSULTANT, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Consultant, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

ARTICLE XVII

City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June

12, 2002. As such the undersigned does hereby attest that 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 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 e-9-.1 et Seq. following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two *2) years for each violation.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

CITY OF JERSEY CITY

ATTEST:

ROBERT J. KAKOLESKI
Business Administrator

ROBERT BYRNE
City Clerk

Date: _____

Date: _____

ATTEST:

STANTEC CONSULTING
SERVICES, INC

BY: _____
NAME
TITLE

APPROVED AS TO LEGAL FORM

RAYMOND REDDINGTON
Assistant Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

MATTHEW HOGAN
Risk Manager



**Stantec Consulting Services
Inc.**
365 West Passaic Street
Suite 175, Rochelle Park NJ
07662-3014

March 30, 2018

Reference: Consulting Engineering
Proposal – Traffic Engineering Services

Attention: Andrew Vischio, PE
Director of Traffic and Transportation
Division of Engineering, Traffic and
Transportation
City of Jersey City
13-15 Linden Avenue East, Jersey City,
NJ 07305

Dear Mr. Vischio,

Stantec Consulting Services, Inc. (Stantec) understands that the City of Jersey City periodically requires traffic engineering design assistance, including traffic signal design, signal optimization, signing and striping plans, and traffic studies, among other tasks. We appreciate the opportunity to provide these services on an on-call basis.

We propose to conduct these services in accordance with the attached schedule of hourly rates to an upset limit of \$150,000, which would not be exceeded without prior written approval. Services rendered under this contract will be defined by a set number of hours utilized, or a pre-establish task with a previously approved scope and fee. It is anticipated that services will be provided from one of our offices; however, we can provide onsite personnel as needed.

We understand that issues may arise that need to be responded to in a timely manner. Stantec is committed to providing the right staffing to meet the City's schedule needs.

We greatly appreciate this opportunity and look forward to continuing our work for Jersey City. Please note that we have not been given the opportunity to review proposed contract terms and conditions for this project yet and reserve the right to do so before agreeing to proceed with the project. However, we believe that, should we be selected for this assignment, we will be able to conclude a mutually satisfactory contract with you.

Best regards,

Adam Catherine, PE, PTOE, ENV SP
Senior Associate

Phone: (856) 234-0800 ext 8542
Fax: (856) 234-5926
Adam.Catherine@stantec.com

STANTEC CONSULTING SERVICES
Standard Hourly Billing Rates
Effective January 1, 2018

| | |
|---|-------|
| Principal In Charge Russell Saputo, PE | \$306 |
| Project Manager Adam Catherine, PE, PTOE | \$180 |
| Transportation Design Lead Michael O'Donnell, PE | \$180 |
| Traffic Engineer Lead Matthew Maher, PE, PTOE | \$151 |
| Traffic Signal Design Lead Kati DiRaimondo, PE | \$145 |
| Transportation Designer | \$129 |
| Traffic Analyst | \$121 |
| Field/CAD Technician | \$115 |
| Graphic Designer | \$115 |
| Administrator | \$108 |
| 14-Hour Miovision Intersection Count (Vehicles, Heavy Vehicles, Buses, Bikes and Pedestrians on Crosswalks) | \$575 |
| 4-Hour Miovision Intersection Count (Vehicles, Heavy Vehicles, Buses, Bikes and Pedestrians on Crosswalks) | \$215 |

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/
AFFIRMATIVE ACTION (AA) REQUIREMENTS
FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

Questions in reference to EEO/AA requirements for Goods,
Professional Service and General Service Contracts should be
directed to:

Jeana F. Abuan
EEO/AA Officer, P.A.C.O.
Department of Administration
Office of Tax Abatement & Compliance
13-15 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): Russell Saputo, PE, ENV SP, Vice President

Representative's Signature: _____

Name of Company: _____

Stantec Consulting Services Inc.

Tel. No.: (201) 518-3301

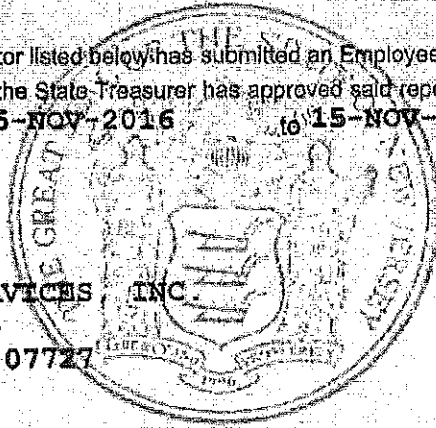
Date: March 30, 2018

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-NOV-2016** to **15-NOV-2019**

STANTEC CONSULTING SERVICES, INC.
1599 ROUTE 34, SUITE 3
WALL TWP. NJ 07727



Ford M. Scudder

FORD M. SCUDDER
State Treasurer


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

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. 12101* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during its 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: Russell Saputo, PE, ENV SP, Vice President
Representative's Signature: 
Name of Company: Stantec Consulting Services Inc.
Tel. No.: (201) 518-3301 Date: March 30, 2018

**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 : Stantec Consulting Services Inc.
Address : 365 West Passaic Street, Suite 175, Rochelle Park, NJ 07662
Telephone No. : (201) 587-9040
Contact Name : Russell Saputo, PE, ENV SP, Vice President

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: Stantec Consulting Services Inc.

Address: 365 West Passaic Street, Suite 175, Rochelle Park, NJ 07662.

Telephone No. : (201) 587-9040

Contact Name: Russell Saputo, PE, ENV SP, Vice President.

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

Sincerely,

John 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 08646-0252

TAXPAYER NAME:

STANTEC CONSULTING SERVICES INC.

TRADE NAME:

SEAR-BROWN GROUP

ADDRESS:

2250 BRIGHTON-HENRIETTA TOWNLI
ROCHESTER NY 14623-2706

SEQUENCE NUMBER:

0057580

EFFECTIVE DATE:

01/29/88

ISSUANCE DATE:

04/20/05

John E. Tully
Director

FORM-BRC(08-01)

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

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Stantec Consulting Services Inc. (name of business entity) has not made any reportable contributions in the ****one-year period preceding** April 11, 2018 (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 Stantec Consulting Services 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: Stantec Consulting Services Inc.

Signed *Russell Saputo* Title: Vice President

Print Name Russell Saputo, PE, ENV SP Date: March 30, 2018

Subscribed and sworn before me
this 30th day of March, 2018.

My Commission expires:

JULIE PESCATORE
NOTARY PUBLIC, STATE OF NEW JERSEY
NO. 2273803
QUALIFIED IN BERGEN COUNTY
COMMISSION EXPIRES 10/2/21

Julie Pescatore
(Affiant)
Julie Pescatore Scott
(Print name & title of affiant) (Corporate Seal)



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

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY**

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

| | |
|-----------------------------|------------------------------|
| Steven Fulop for Mayor 2017 | Mira Prinz-Arey for Council |
| Lavarro for Councilman | Friends of Richard Boggiano |
| Friends of Joyce Watterman | Michael Yun for Council |
| Friends of Daniel Rivera | Solomon for Council |
| Ridley for Council | Friends of Jermaine 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 |
|---|---|
| Mustang Acquisition Holdings Inc. (100% Shareholder) | 10160 112 Street, Edmonton, Alberta, Canada T5K 2L6 |
| | |
| | |
| | |
| | |
| | |
| | |

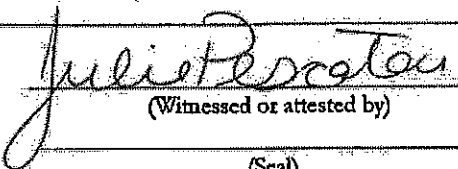
Part 3 – Signature and Attestation:

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: Stantec Consulting Services Inc.
Signature of Affiant: Russell Saputo Title: Vice President
Printed Name of Affiant: Russell Saputo, PE, ENV SP Date: March 30, 2018

Subscribed and sworn before me this 30th day of March, 2018

My Commission expires: _____


(Witnessed or attested by)

(Seal)


JULIE PESCATORE
NOTARY PUBLIC, STATE OF NEW JERSEY
NO. 2273903
QUALIFIED IN BERGEN COUNTY
COMMISSION EXPIRES 10/31/21

NEW VENDOR INFORMATION FORM

VENDOR NAME: The Street Plans Collaborative, Inc. FEDERAL IDENTIFICATION NO. (FEIN) 27-2163948

STREET ADDRESS: 155 Water St. Floor 5 Suite 8 CITY/STATE/ZIP: Brooklyn, NY 11201

TEL/EXT #: 917.767.9850 FAX #:

VENDOR CONTACT/AUTHORIZED REP NAME:
 PRINT NAME: Mike Lydon SIGNATURE: 

CONTACT #: 917.767.9850 FAX #: EMAIL: mike@streetplans.org

PAYMENT/REMITTANCE ADDRESS:

NAME/ATTN TO: Anthony Garcia STREET ADDRESS: 5879 Sunset Drive, Suite 4

CITY/STATE/ZIP: South Miami, Florida, 33143

TEL #: 305.978.6426 FAX #: EMAIL: tony@streetplans.org

| | |
|---|---|
| DESCRIPTION OF GOODS/SERVICES TO BE RENDERED: Bicycle Master Plan | Are you related to any City Employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| | Are you employed by the City of Jersey City? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| | Form 1099 Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

EEO/AFFIRMATIVE ACTION (Please select and provide the state's certification):

MBE (Minority-Owned) LGBTQ VBE (Veteran) Caucasian/White African American/Black PWD (Disabled)

Hispanic/Latino SBE (Small Business) Asian/Pacific Islands MWBE (Women-Owned) Native American/Indian

NON-PROFIT? Yes (include non-profit certification) No

PLEASE SELECT IF ACTIVELY PARTICIPATING IN ANY CONTRACTS BELOW

| | | | | |
|---|-------------------------------------|-----------------------------------|---|------------------------------------|
| <input type="checkbox"/> State Contract | <input type="checkbox"/> WSCA/NASPO | <input type="checkbox"/> GSA | <input type="checkbox"/> US Communities | <input type="checkbox"/> NIPA/TCPN |
| <input type="checkbox"/> NCPA | <input type="checkbox"/> PEPPM | <input type="checkbox"/> TIPS | <input type="checkbox"/> NPP Gov | <input type="checkbox"/> NJPA |
| <input type="checkbox"/> MRESC/ESCNJ | <input type="checkbox"/> KPN | <input type="checkbox"/> HGAC-Buy | <input type="checkbox"/> Other | Contract # |

CITY EMPLOYEE REQUESTING VENDOR NUMBER:

PRINT NAME: SIGNATURE: EXT.:

PURCHASING DIVISION USE ONLY

VENDOR NO. ISSUED BY: TITLE: DATE: ___ / ___ / ___

VENDOR NUMBER ASSIGNED: BRC (Business Registration Certificate) #:

(THE W9 FORM & BUSINESS REGISTRATION CERTIFICATE MUST BE INCLUDED WITH THIS FORM. TO APPLY FOR A BUSINESS REGISTRATION CERTIFICATE, CALL 609-292-9292 OR GO TO [HTTP://WWW.NJ.GOV/TREASURY/REVENUE/BUSREGCERT.SHTML](http://www.nj.gov/treasury/revenue/busregcert.shtml))

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

| | | | |
|---|---|---|--|
| Print or type See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. The Street Plans Collaborative, Inc | | |
| | 2 Business name/disregarded entity name, if different from above | | |
| | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> | |
| | 5 Address (number, street, and apt. or suite no.) 5879 Sunset Drive, Suite 4 | Requester's name and address (optional) | |
| | 6 City, state, and ZIP code South Miami, Florida 33143 | | |
| | 7 List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| | | | | | | | | | | | | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Social security number | | | | | | | | | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table> | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | |
| or | | | | | | | | | | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table> | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | |

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|------------------|--------------------------------|-----------------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ 1/8/2018 |
|------------------|--------------------------------|-----------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

City Clerk File No. Res. 18-357

Agenda No. 10.Z.3

Approved: APR 11 2018

TITLE:



RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW OFFICE OF PAWAR GILGALLON & RUDY, LLC TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF MEPT JOURNAL SQUARE URBAN RENEWAL LLC, MEPT JOURNAL SQUARE TOWER NORTH URBAN RENEWAL LLC, MEPT JOURNAL SQUARE TOWER SOUTH URBAN RENEWAL LLC V. CITY OF JERSEY CITY ET AL.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on or about May 9, 2009 the City of Jersey City (City) and MEPT Journal Square Urban Renewal LLC, MEPT Journal Square Tower North Urban Renewal, LLC, MEPT Journal Square Tower South Urban Renewal, LLC (collectively "MEPT") entered into certain financial agreements for tax abatements on certain properties to be developed by MEPT; and

WHEREAS, MEPT paid the City \$2,000,000; and

WHEREAS, MEPT also paid \$710,769 towards Affordable housing Trust Fund contribution; and

WHEREAS, in April 2015, MEPT requested that the City refund the monies previously paid that are identified above in the amount totaling \$2,710,769 because MEPT conveyed the properties that form the subject of the May 2009 financial agreements to another entity and MEPT did not develop the subject properties; and

WHEREAS, in July 2015, MEPT brought a lawsuit against the City entitled MEPT Journal Square Urban Renewal LLC, et al.; Docket No. HUD-L-3177-15 in order to have all of the above mentioned monies returned to MEPT; and

WHEREAS, by Order dated October 4, 2016, the Court granted MEPT's motion for a declaratory judgment and ordered the City pay the total sum of \$2,710,769 to MEPT; and

WHEREAS, the Municipal Council of the City of Jersey City (City) approved Resolution 17-687 on August 16, 2017 authorizing a one year professional services agreement effective as of August 24, 2017 in the amount of \$50,000 with the law office of Pawar & Gilgallon & Rudy, LLC, as counsel to represent the City in the matter of MEPT Journal Square Urban Renewal LLC, MEPT Journal Square Tower North Urban Renewal LLC, MEPT Journal Square Tower South Urban Renewal LLC v. City of Jersey City; and

WHEREAS, all funds have been expended and it is necessary to amend the contract to increase it by an additional \$25,000 as the City continues to litigate this matter; and

WHEREAS, Pawar & Gilgallon & Rudy, LLC, will provide these services at an hourly rate of \$150.00, including expenses; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, a temporary encumbrance in the amount of \$10,000 is available in **Account No. 18-01-201-23-210-312.**

City Clerk File No. Res. 18-357

Agenda No. 10.Z.3

TITLE: **APR 11 2018**

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW OFFICE OF PAWAR GILGALLON & RUDY, LLC TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF MEPT JOURNAL SQUARE URBAN RENEWAL LLC, MEPT JOURNAL SQUARE TOWER NORTH URBAN RENEWAL LLC, MEPT JOURNAL SQUARE TOWER SOUTH URBAN RENEWAL LLC V. CITY OF JERSEY CITY ET AL.

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

1. The contract with the office of Pawar & Gilgallon & Rudy, LLC authorized via Resolution No. 17-687 is hereby amended to increase the amount by \$25,000 for a total contract amount of \$75,000;
2. The Mayor or Business Administrator is hereby authorized to execute the First Amendment to the Agreement attached hereto;
3. Notice of this amendment shall be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2018 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2018 fiscal permanent budget.

I Donna Mauer, Donna Mauer hereby certify that there are sufficient funds available in **Account No.: 18-01-201-23-210-312** for payment of this resolution. P.O. No. **128637**

Donna Mauer, Chief Financial Officer

:XP
03.13.18

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.R.
3-23-18

APPROVED: Donna Mauer
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED **9-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.11.18 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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.

[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 AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH PAWAR GILGALLON & RUDY, LLC TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF MEPT JOURNAL SQUARE URBAN RENEWAL LLC, MEPT JOURNAL SQUARE TOWER NORTH URBAN RENEWAL LLC, MEPT JOURNAL SQUARE TOWER SOUTH URBAN RENEWAL LLC V. CITY OF JERSEY CITY ET AL.

Project Manager

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

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

Contract Purpose

Funds have been expended so it is necessary to amend resolution no. 17-687 increasing the contract amount by an additional \$25,000 as counsel continues to litigate this matter.

Cost (Identify all sources and amounts)

Risk Management
01-201-23-210-312

Contract term (include all proposed renewals)

One year

Type of award Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW OFFICE OF PAWAR GILGALLON & RUDY, LLC TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF MEPT JOURNAL SQUARE URBAN RENEWAL LLC, MEPT JOURNAL SQUARE TOWER NORTH URBAN RENEWAL LLC, MEPT JOURNAL SQUARE TOWER SOUTH URBAN RENEWAL LLC V. CITY OF JERSEY CITY ET AL.

This First Amendment of Agreement made this _____ day of _____, 2018 between the City of Jersey City (City) and the law office of Pawar Gilgallon & Rudy;

WHEREAS, Resolution 17-687, approved on August 16, 2017, authorized a professional services agreement with the law office of Pawar Gilgallon & Rudy, LLC to represent the City in the matter of MEPT Journal Square Urban Renewal LLC, MEPT Journal Square Tower North Urban Renewal LLC, MEPT Journal Square Tower South Urban Renewal LLC v. City of Jersey City; and

WHEREAS, Resolution 17-687 authorized a professional services contract in an amount not to exceed \$50,000.00 and for a term of 12 months effective as of August 24, 2017; and

WHEREAS it is necessary to increase the contract amount by an additional **\$25,000.00** for a total contract amount of \$75,000.

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

1. The contract with the law office of Pawar Gilgallon & Rudy, LLC authorized by Resolution 17-687, approved on August 16, 2017, is amended to increase the contract by an additional \$25,000.00 for the services associated with representing the City in the matter of MEPT Journal Square Urban Renewal LLC, MEPT Journal Square Tower North Urban Renewal LLC, MEPT Journal Square Tower South Urban Renewal LLC v. City of Jersey City v. City of Jersey City;

2. All other terms, covenants, conditions, rights and liabilities of the parties as set forth in the Professional Services Agreement with Pawar Gilgallon & Rudy, LLC dated August 16, 2017 shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Jersey City by its Mayor or Business Administrator and Pawar Gilgallon & Rudy, LLC, 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:

**Law Office of Pawar Gilgallon & Rudy,
LLC**

(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): Vijayant Pawar, ESQ

Representative's Signature: [Signature]

Name of Company: Pawar Gilgallon & Rudy LLC

Tel. No.: 973-6058800 Date: 3/19/18

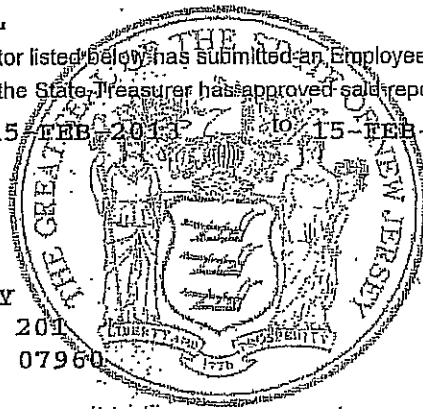
Certification 50189

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-FEB-2013~~ to ~~15-FEB-2020~~

PAWAR GILGALLON & RUDY
6 SOUTH STREET, SUITE 201
MORRISTOWN NJ 07960



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

Andrew P. Sidamon-Eristoff
State Treasurer

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

The contractor and the managing member of Gilgallon Power Fund LLC (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 Print: V. Jayaram + Pawar ESQ
Representative's Signature: _____
Name of Company: Power Gilgallon Fund LLC
Tel. No.: 973 605 8800 Date: 31-19-18

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 : Pauvar Gilgallon & Rudy LLC
Address : 6 South Street Ste 201 Morrisburg NJ 0796
Telephone No. : 973 605 8800
Contact Name : Vijayant Pauvar, Esq

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: Power Bilgallon & Rudy LLC
Address: 6 South Street Ste 201 Morristown NJ 07960
Telephone No.: 973 605-8800
Contact Name: Vijayant Pawar ESQ

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: PAWAR GILGALLON & RUDY LLC
Trade Name:
Address: 6 SOUTH STREET, SUITE 201
MORRISTOWN, NJ 07960
Certificate Number: 1740913
Effective Date: September 06, 2012
Date of Issuance: March 23, 2018

For Office Use Only:
20180323140250214

**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 Pruvar Gilgallon & Rudy (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 Pruvar Gilgallon & Rudy (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.

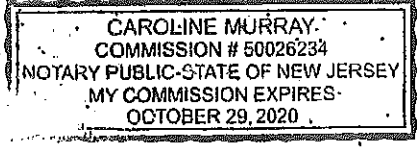
Name of Business Entity: Pruvar Gilgallon & Rudy LLC

Signed: _____ Title: Managing Member

Print Name: Vijayaraj Ponnusamy Date: 3/19/18

Subscribed and sworn before me
this 19 day of March 2018.
My Commission expires:

(Affiant)
Caroline Murray Notary Public
(Print name & title of affiant) (Corporate Seal) State of NJ



****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 | Mira Prinz-Arey for Council |
| Lavatto for Councilman | Friends of Richard Boggiano |
| Friends of Joyce Watterman | Michael Yun for Council |
| Friends of Daniel Rivera | Solomon for Council |
| Ridley for Council | Friends of Jermaine 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 |
|------------------------------|---------------------------------------|
| Vijayant Pawar Esq | 7 Randolph Drive, Morristown NJ |
| Craig S. Gilgallon Esq | 64 Spring Brook Road Morris Plains NJ |
| Robert J Rudy Esq | 41 Mt. Kemble Avenue Morristown 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: Pawar Gilgallon & Rudy
 Signature of Affiant: [Signature] Title: Managing Member
 Printed Name of Affiant: Vijayant Pawar Esq Date: 3/19/18

Subscribed and sworn before me this 19 day of March, 2018

My Commission expires:

CAROLINE MURRAY
 COMMISSION # 50026234
 NOTARY PUBLIC-STATE OF NEW JERSEY
 MY COMMISSION EXPIRES
 OCTOBER 29, 2020


 (Witnessed or attested by)
Caroline Murray, Notary Public
 (Seal) State of New Jersey

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

City Clerk File No. Res. 18-358

Agenda No. 10.Z.4

Approved: APR 11 2018



TITLE: **RESOLUTION TO AWARD A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO WSP USA, INC. FOR THE FINAL DESIGN, COMPLETION OF PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE FOR THE MONTGOMERY STREET SAFETY IMPROVEMENTS PROJECT NO. 15-003 T FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

COUNCIL AS A WHOLE
FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE

WHEREAS, the North Jersey Transportation Planning Authority (NJTPA) awarded the City of Jersey City (City) funding for the full cost of construction (currently estimated at \$3.3 million) for the Montgomery Street Safety Improvements Project through the 2015-2016 Local Safety Program (LS); and

WHEREAS, NJTPA awarded a contract to WSP USA, INC. for the design of Montgomery Street Safety Improvements Project including plans and specifications, in the amount of \$322,613.22 to be completed by September 2017; and

WHEREAS, funds for this contract were made available and paid for from the Federal Highway administration's (FHA) Highway Safety Improvements Program (HSIP); and

WHEREAS, the project was delayed five (5) months while awaiting for State authorization to begin the Final Design phase; and

WHEREAS, the NJTPA requested a contract extension from FHA but was denied; and

WHEREAS, it is in the best interests of the City to finalize the design of Montgomery Street Safety Improvements project; and

WHEREAS, the Plans, Specifications, and Estimates will need to be modified to address any final comments received from the Public Information Center meeting(s); and

WHEREAS, WSP USA, INC., Two Gateway Center, Newark, New Jersey, submitted the attached proposal dated February 22, 2018 to conclude the design and complete the plans, specifications and engineer's estimate for a sum not to exceed \$51,570.84 for the Montgomery Street Safety Improvements project; and

WHEREAS, the total contract amount for the completion of the design of Montgomery Street Safety Improvements, Project No. 15-003 T shall be for a sum not to exceed Fifty One Thousand Five Hundred Seventy Dollars and Eighty Four Cents (\$51,570.84); and

WHEREAS, Funds for this expenditure are available from the following Capital account:

| <u>Account No.</u> | <u>Req. No.</u> | <u>P.O. No.</u> | <u>Amount</u> |
|--------------------|-----------------|-----------------|---------------|
| 04-215-55-116-990 | 0183068 | 123870 | \$51,570.84 |

RESOLUTION TO AWARD A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO WSP USA, INC. FOR THE FINAL DESIGN, COMPLETION OF PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE FOR THE MONTGOMERY STREET SAFETY IMPROVEMENTS PROJECT NO. 15-003 T FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(1); and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection; and

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

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

WHEREAS, WSP USA, INC. has completed and submitted a Business Entity Disclosure Certification which certifies that WSP USA, INC. 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 WSP USA, INC. from making any reportable contributions during the term of the contract; and

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

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

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form attached with WSP USA, INC. to provide engineering services for a total contract amount not to exceed \$51,570.84;
2. The term of the contract shall be Twelve (12) months and final plans, specifications, engineer's construction cost estimate and Engineer's design certification shall be completed and submitted to the City of Jersey City by April 11, 2019;
3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contract Law, N.J.S.A. 40A:11-5(1)(a)(1);
4. A copy of this Resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within 10 days of its adoption;

Continuation of Resolution _____

City Clerk File No. Res. 18-358

Agenda No. 10.Z.4

TITLE: **APR 11 2018**

RESOLUTION TO AWARD A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO WSP USA, INC. FOR THE FINAL DESIGN, COMPLETION OF PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE FOR THE MONTGOMERY STREET SAFETY IMPROVEMENTS PROJECT NO. 15-003 T FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

- 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. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.
- 7. This agreement 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. 10:5-1 et seq.

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.

| | | | |
|--------------------|-----------------|-----------------|---------------|
| <u>Account No.</u> | <u>Req. No.</u> | <u>P.O. No.</u> | <u>Amount</u> |
| 04-215-55-116-990 | 0183068 | 128870 | \$51,570.84 |

sp/ (03/20/18)

APPROVED: Andrew Vischio
Andrew Vischio, PE, Director of Traffic & Transportation

APPROVED: Jose R. Cunha APPROVED AS TO LEGAL FORM
Jose R. Cunha, PE, CME, City Engineer

APPROVED: [Signature] Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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

R.R.
4-3-18

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 TO AWARD A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO WSP USA, INC. TWO GATEWAY CENTER, NEWARK, NEW JERSEY FOR THE FINAL DESIGN, COMPLETION OF PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE FOR THE MONTGOMERY STREET SAFETY IMPROVEMENTS PROJECT NO. 15-003 T FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

| | | |
|---------------------|------------------------|---------------------------------------|
| Department/Division | Administration | Engineering, Traffic & Transportation |
| Name/Title | Jose R. Cunha, PE, CME | Chief Engineer |
| Phone/email | 201-547-6986 | jcunha@jcnj.org |

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

Contract Purpose

.To finalize design phase, including completion of Plans, Specifications and Estimate (PS&E) for the Montgomery Street Safety Improvements project.

Cost (Identify all sources and amounts)

| | | |
|-------------------|---------|-------------|
| Acct No: | Fund | Amount |
| 04-215-55-116-990 | Capital | \$51,570.84 |

Contract term (include all proposed renewals)

Twelve (12) Months

Type of award Fair/Open

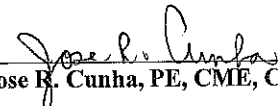
If "Other Exception", enter type

Additional Information

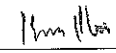
This project design includes multiple safety improvements inclusive of, the construction of ADA compliant Pedestrian Curb Ramps; installation of Detectable Warning Surfaces; replacement of deteriorated concrete sidewalk; construction of highly visible "International Crosswalks"; installation and/or replacement of Regulatory, warning and Pedestrian signs; and milling and resurfacing of intersections and Traffic Stripes and Markings.


Andrew Vischio, PE, Director of T&T

3/28/18
Date


Jose R. Cunha, PE, CME, Chief Engineer

3/28/18
Date


Robert J. Kaleski, Business Administrator

4/3/18
Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
280 GROVE ST | JERSEY CITY, NJ 07302
P: 201 547 5146 | F: 201 547 4833



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : March 20, 2018
TO : Peter Folgado, Purchasing Director
FROM : Robert Kakoleski, Business Administrator
SUBJECT : **Award Recommendation Letter**
MONTGOMERY STREET SAFETY IMPROVEMENTS
Jersey City Project No. 15-003 T

Please be advised, after careful and thorough review of the Proposals by the Division of Engineering, Traffic and Transportation, I recommend that the contract be awarded to:

WSP USA, INC.
TWO GATEWAY CENTER
NEWARK, NJ 07201

Please proceed and utilize the attached requisition listed below. We are enclosing also the awarding resolution for your perusal.

| REQ # | ACCOUNT NUMBER | AMOUNT |
|--------------|-----------------------|---------------|
| 0183068 | 04-215-55-116-990 | \$51,570.84 |

If you have any questions do not hesitate to call.

Robert Kakoleski, Business Administrator

sp/

Attachments

c: Jose R. Cunha, PE, CME, CPWM, CRP, Director of Engineering
Raquel Tosado, Contractor Manager
Paola Campbell, Purchasing Division
Dawn Odom, Supv. Adm. Analyst



STEVEN M. FULOP
MAYOR OF JERSEY CITY

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



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : March 20, 2018

TO : Rolando Lavarro, Council President and Municipal Council

FROM : ^{SRD} Jose R. Cunha, PE, CME, CPWM, CRP, Director of ET&T

SUBJECT : **Recommendation to Award Contract**
MONTGOMERY STREET SAFETY IMPROVEMENTS
Jersey City Project No. 15-003 T

Attached for your consideration is a Resolution authorizing award of a contract between the City and WSP USA, INC. from Two Gateway Center, Newark, NJ for final design of the Montgomery Street Safety Improvements.

NJTPA awarded WSP USA, INC. a contract for the design, plans and specs of the above mentioned project through the 2015-2016 Local Safety Program (LS). Because of State authorization delay to begin final design phase, a requested extension from FHA was denied.

In the best interest of the City WSP USA, INC. submitted the attached proposal to finalize design, plans and specifications in the amount, not to exceed \$51,570.84. This project will be funded with City Capital.

sp

Attachments

C: Raquel Tosado, Contractor Manager
 Paola Campbell, Purchasing Division
 Dawn Odom, Supv. Adm. Analyst

PROPOSAL FOR
PROFESSIONAL ENGINEERING SERVICES
FOR THE
LOCAL PRELIMINARY
ENGINEERING DESIGN ASSISTANCE
LOCAL SAFETY PROGRAM

**MONTGOMERY STREET
SAFETY IMPROVEMENTS**

Submitted to:



The City of Jersey City
Hudson County, NJ

Submitted by:



WSP USA
Two Gateway Center
Newark, NJ

February 22, 2018

INTRODUCTION

At the request of the City of Jersey City (City), WSP USA, Inc. (WSP) is pleased to submit our scope of work and associated cost proposal to undertake the final design phase, including the completion of the Plans, Specifications, and Estimate (PS&E) for the Montgomery Street Safety Improvements Project.

Work efforts for this Project were started under the North Jersey Transportation Planning Authority (NJTPA) FY 2015 Local Preliminary Engineering Assistance Program for the Local Safety Program (LSP) & High Risks Rural Roads Program (HRRRP). Under our original contract, WSP completed or advanced key phases of the project, including the Concept Development Phase, Preliminary Engineering Phase, and Final Design Phase.

SCOPE OF WORK

The scope of work to be perform includes tasks to be completed for the PS&E submission to the City and to obtain the project authorization for construction under the NJTPA LSP.

Task 1: Project Management & Coordination

The following meetings are anticipated:

- Up to two (2) meetings with the City of Jersey City – one meeting prior to the PIC to discuss the presentation, handouts, and presentation materials and one working meeting to review the final design comments.

WSP will coordinate with NJDOT Local Aid and NJTPA. The WSP Team will provide meeting agendas and handouts prior to each meeting and we will prepare the meeting minutes for distribution and review by attendees to document key decisions and action items. Coordination with Jersey City will be ongoing throughout the final design. This task also includes project reporting and invoicing on a monthly schedule.

Task 2: Engineering & Design

This task includes completing the design of ADA facilities, signing and striping, and drainage, and traffic signal design. Due to conflicts with inlets for proposed new pedestrian ramps and unknown locations of drainage pipes and pipe invert elevations, one field meeting is anticipated with the City of Jersey City Public Works Department. It is assumed that the City Public Works Department can clean the inlets of debris and standing water to locate the drainage pipes and determine if modifications to the inlet or pipes can be done at locations where conflicts were found.

In addition, the following key review comments will be addressed as discussed at the October 12, 2017 Final Design review meeting with NJTPA and NJDOT Local Aid:

- Modifications to the Beacon Driveway intersection profile and driveway apron to minimize ROW impacts. Installation of Left Turn Arrow Signal and DWS.
- Installation of two (2) Rectangular Rapid Flashing Beacons (RRFB) at the intersections of Ristaino Drive and Colgate Street.
- Modification of milling and paving limits at Brunswick Street.
- Modification of drainage inlets, as needed, based on the results of field assessment and data collection.
- Summary of design standards for bicycle lane.

Task 3: Right-of-Way (ROW) Documentation

ROW impacts will be identified following NJDOT procedures. Due to the nature of the improvements to meet ADA requirements and through discussions with NJDOT Local Aid, the preparation of Individual Property Parcel Maps and deed descriptions will be required for ten (10) properties. As part of this task, existing deed of impacted properties will be collected along with any research and analysis required for the preparation of the parcel plans.

The ROW impacts are associated with areas where ADA ramps and sidewalk improvements are up to and slightly beyond the right way line. It is anticipated that all ROW impacts will be limited to Temporary (Construction) Easements. It is also assumed that General Parcel Property Maps will not be required.

Task 4: Contract Document Development

WSP submitted contract documents to Jersey City County at approximately 90% completion for their review and final comments. Comments will be incorporated to develop final (100%) plans as well construction schedule, project specific specifications, and engineer's construction cost estimate (PS&E package). After the incorporation of NJTPA and Jersey City comments, the final PS&E package will be submitted to NJDOT-Local Aid for their review and comments. Their comments will be addressed as required to obtain approval. Jersey City will be provided with final PS&E package to be used for bidding of the construction contract.

It is anticipated that the following plan sheets will be developed and included in the PS&E package:

- ▶ Key Sheet- 1 Sheet
- ▶ Estimate – Distribution of Quantities – 1 Sheet
- ▶ Typical Sections – 1 Sheet
- ▶ Legend and Abbreviations – 1 sheet
- ▶ General Notes - 1 Sheet
- ▶ Construction Plans (1" = 20') – 13 Sheets
- ▶ Construction Plans – Curb Ramps (1" = 5') – 15 Sheets
- ▶ Grading Plans (1" = 20') – 5 Sheets
- ▶ Ties (1" = 100') – 2 Sheets
- ▶ Signing and Striping Plans (1" = 20') – 12 Sheets
- ▶ Traffic Control/Detour (including pedestrian detour) Plans – 3 Sheets
- ▶ Traffic Control Details – 3 Sheets
- ▶ Electrical Plans – 9 Sheets
- ▶ Electrical Details (Including Electrical As-Built) – 14 Sheets
- ▶ Construction Details (including Curb Ramp Details) - 9 Sheets

Project specifications will include Jersey City general contractual sections provided by the City, technical specifications supplementing the NJDOT 2007 Standard Specifications for Road and Bridge Construction using NJDOT standard input and federal aid forms provided by NJDOT Local Aid.

The final Engineer's Estimate will be developed using NJDOT standard pay items and unit prices from NJDOT and/or Jersey City bid prices from previously awarded projects. Unit prices will be coordinated with other projects within the contract.

The Construction Bar Chart Schedule will be developed in critical path format to be used to determine time of completion for construction.

Bid phase services will be provided to the project sponsors between the final PS&E submission until the project is awarded. It is anticipated that the project sponsors will be responsible for advertising the project. WSP will assist where needed in developing final documents prior to advertisement. Services will also include addressing Requests for Information (RFIs) during the bid phase and assisting in the preparation of addendums if needed.

Task 5: Transportation Management Plan (TMP)

As part of this project, a TMP will be prepared. The TMP will include Project Description, description of Staging and Traffic Impacts, Standard MUTCD Pedestrian Detour plan, NJDOT Standard Traffic Control and Staging Plans, and Work Zone Management Strategies. The TMP will also include work hour restrictions related to milling and paving at the intersections of Merseles Street and Christopher Columbus Drive.

Task 6: Public Information Center (PIC) Attendance

As required by the federal aid procedures, a Public Information Center (PIC) needs to be held to introduce the project to the public and local stakeholders. The purpose of the meeting is to provide factual and reliable information about the project and to obtain public input/support for the various alternatives. For this project, it is anticipated that up to four (4) separate PICs may be required to meet with the various stakeholders and local community groups.

WSP will prepare display boards showing the proposed improvements as well as prepare the meeting agenda, minutes and sign-in sheets. WSP's Project Manager and Deputy Project Manager/Technical Lead will attend all meetings to assist in the project presentation and to address technical questions and comments. The City will establish the meeting dates and locations and will lead the coordination with stakeholders with assistance by WSP as needed.

Assumptions:

1. It is assumed that the City will select the PIC meeting location and contact stakeholders and residents, as needed.
2. It is assumed that the project footprint will not change as a result of the PIC meeting.
3. WSP assumes the completion of the Final Design and PS&E submission is for the Preferred Alternative selected by the City in the Preliminary Engineering Phase.
4. WSP assumes the City will adhere to the NJDOT Local Aid and NJTPA process for Federally funded projects under the Local Safety Program.
5. Scope of work outlined in this proposal addresses tasks that are required under the NJTPA contract, as amended.
6. WSP does not anticipate changes to the scope of work unless directed by the City under a contract modification.

WSP USA, INC.
 Local Preliminary Engineering Design Assistance - Local Safely Program
 Staffing Schedule & Budget Plan
 Montgomery Street Safety Improvements - FINAL DESIGN PHASE

| TASK DESCRIPTION | ASCE Grade | Project Manager PVII | Supervising Engineer PVI | Support Staff PIII | Support Staff PII | Support Staff ET4 | Total |
|---|------------|----------------------|--------------------------|---------------------|---------------------|--------------------|---------------------|
| | | PM | Task Manager | Jr. Engineer | Engineer | CAD Tech. | |
| Task 1: Project Management & Coordination (Subtotal) | | 11 | 9 | 6 | 0 | 0 | 26 |
| Coordination with NJTPA | | 2 | 2 | | | | 4 |
| Meetings with Sponsors | | 4 | 4 | 4 | | | 12 |
| Coordination with NJDOT | | 4 | 2 | | | | 6 |
| Meeting Preparation | | 1 | 1 | 2 | | | 4 |
| Task 2: Surveying/Basic Mapping (Subtotal) | | 0 | 0 | 8 | 8 | 0 | 16 |
| Survey Control & Supplemental Survey | | | | | | | 0 |
| Field Edit/Sign Inventory | | | | | | | 0 |
| Existing ROW Mosaic | | | | | | | 0 |
| Develop Base Map | | | | | | | 0 |
| Field Work for Drainage Structures | | | | 8 | 8 | | 16 |
| Task 3: Engineering & Design (Subtotal) | | 0 | 8 | 8 | 32 | 0 | 48 |
| Beacon Driveway Re-Design | | | | 4 | 8 | | 12 |
| Drainage/Utility Design | | | | 4 | 8 | | 12 |
| Traffic Signal Design | | | 8 | | 16 | | 24 |
| Task 4: ROW Documentation (Subtotal) | | 8 | 0 | 70 | 38 | 0 | 116 |
| Deed Re-creation | | | | 30 | | | 30 |
| Deed Descriptions | | 4 | | 24 | | | 28 |
| IPPM | | 4 | | 16 | 38 | | 58 |
| Task 5: Contract Document Development (Subtotal) | | 16 | 18 | 32 | 68 | 26 | 160 |
| Estimate - Dist. of Quantities (1 sheet) | | | | | 4 | | 4 |
| Typical Sections (1 sheet) | | | | | 8 | | 8 |
| Legend and Abbreviations | | | | | | | |
| General Notes and Legend (1 sheet) | | | | | | | |
| Construction Plans (13 sheets) | | | | 4 | 12 | | 16 |
| Construction Plans - Curb Ramps (15 sheets) | | | | | | | |
| Grading Plans (5 sheets) | | | | 4 | | | 4 |
| Ties (2 sheets) | | | | | 4 | | 4 |
| Signing and Striping Plans (12 sheets) | | | 4 | | 8 | 12 | 24 |
| Traffic Control/Detour Plans (3 sheets) | | | | | | | |
| Traffic Control Details (3 sheets) | | | | | | | |
| Electrical Plans (9 sheets) | | | 4 | | 8 | 14 | 26 |
| Electrical Details (14 sheets) | | | | | | | 0 |
| Construction Details (9 sheets) | | | | | 16 | | 16 |
| Cost Estimate | | 2 | 2 | 4 | | | 8 |
| Specifications | | 6 | 2 | | | | 8 |
| Construction Schedule | | 2 | | | | | 2 |
| Comment Resolution | | 2 | 2 | 4 | 4 | | 12 |
| Bid Phase Services | | 4 | 4 | 16 | 4 | | 28 |
| Task 6: Transportation Management Plan | | 0 | 4 | 14 | 0 | 0 | 18 |
| Transportation Management Plan | | | 4 | 14 | | | 18 |
| TOTAL HOURS: | | 35 | 39 | 138 | 146 | 26 | 384 |
| Direct Labor Hourly Rate | | \$ 75.97 | \$ 62.17 | \$ 38.56 | \$ 32.75 | \$ 23.66 | |
| Direct Labor Costs | | \$ 2,658.95 | \$ 2,424.63 | \$ 5,321.28 | \$ 4,781.50 | \$ 615.16 | \$ 15,801.52 |
| Overhead Cost | | 157.70% | 157.70% | 157.70% | 157.70% | 157.70% | |
| Overhead Cost | | \$ 4,193.16 | \$ 3,823.64 | \$ 8,391.66 | \$ 7,540.43 | \$ 970.11 | \$ 24,919.00 |
| Total Labor Cost | | \$ 6,852.11 | \$ 6,248.27 | \$ 13,712.94 | \$ 12,321.93 | \$ 1,585.27 | \$ 40,720.52 |

Direct Expenses:

| | |
|-----------------|-----------|
| Reproduction | \$ 500.00 |
| ROW Deeds | \$ 200.00 |
| Mileage & Tolls | \$ 100.00 |

Total Direct Expenses: **\$800.00**

Labor Costs (including Overhead): **\$ 40,720.52**

Fees (10%) **\$ 4,072.05**

Direct Expenses: **\$ 800.00**

Total Contract Budget: **\$ 45,592.57**

WSP USA, INC.
 Local Preliminary Engineering Design Assistance - Local Safety Program
 Staffing Schedule & Budget Plan
 Montgomery Street Safety Improvements - FINAL DESIGN PHASE

| TASK DESCRIPTION | ASCE Grade | Project Manager PVII | Supervising Engineer PVI | Support Staff PII | Support Staff ET4 | Total |
|--|------------|-------------------------|-----------------------------|----------------------|----------------------|-------------|
| | | PM | Task Manager | Engineer | CAD Tech. | |
| Task 60 Public Information Center Attendance | | 12 | 12 | 8 | 8 | 40 |
| Meeting 1 | | 3 | 3 | 2 | 2 | 10 |
| Meeting 2 | | 3 | 3 | 2 | 2 | 10 |
| Meeting 3 | | 3 | 3 | 2 | 2 | 10 |
| Meeting 4 | | 3 | 3 | 2 | 2 | 10 |
| TOTAL HOURS: | | 12 | 12 | 8 | 8 | 40 |
| Direct Labor Hourly Rate | | \$ 75.97 | \$ 62.17 | \$ 32.75 | \$ 23.66 | |
| Direct Labor Costs | | \$ 911.64 | \$ 746.04 | \$ 262.00 | \$ 189.28 | \$ 2,108.96 |
| Overhead Cost | | 157.70% | 157.70% | 157.70% | 157.70% | |
| Overhead Cost | | \$ 1,437.66 | \$ 1,176.51 | \$ 413.17 | \$ 298.49 | \$ 3,325.83 |
| Total Labor Cost | | \$ 2,349.30 | \$ 1,922.55 | \$ 675.17 | \$ 487.77 | \$ 5,434.79 |

Direct Expenses:

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

Labor Costs (including Overhead): \$ 5,434.79

Fee (10%) \$ 543.48

Total Direct Expenses:

| |
|--------|
| \$0.00 |
|--------|

Direct Expenses: \$ -

Total Contract Budget: \$ 5,978.27

AGREEMENT

Agreement made this day of , 2018 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and WSP USA, INC. located at Two Gateway Center, Newark, NJ 07201, (hereinafter referred to as ("CONSULTANT")).

WHEREAS, the CITY requires professional engineering services for the Montgomery Street Safety Improvements Project No. 15-003 T ("Project"); and

WHEREAS, the CITY requires professional engineering services to finalize design, complete plans and specifications for the Project and provide an engineer's estimate; and

WHEREAS, CONSULTANT submitted a proposal dated February 22, 2018, ("Consultant's Proposal"), in the amount of Fifty One Thousand Five Hundred Seventy (\$51,570.84) Dollars and Eighty Four Cents, attached hereto; and

WHEREAS, the CONSULTANT has the skills and expertise necessary to undertake this project in matters relating to design and preparation of construction plans and specifications of the Project, and provide an engineer's estimate; and

WHEREAS, the CITY approved Resolution No. _____ on _____, 2018 awarding a professional services contract to the CONSULTANT;

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 engineering services, for the Montgomery Street Safety Improvements, Project No. 15-003-T.

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional engineering services in accordance with this Agreement and Consultant's Proposal, which is attached hereto and incorporated herein by reference. This Agreement and the 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 the Proposal, the provisions of this Agreement shall govern over the provisions of the Proposal.

2. Such described services shall be performed during a period of Twelve (12) months 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 reduced to writing and signed by authorized representatives of the CITY and CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

ARTICLE III

Contractual Relationship

1. In performing the services under this Agreement, CONSULTANT shall operate and have status of an independent contractor and shall not act as an agent or employee of CITY. As an independent contractor, CONSULTANT shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. CONSULTANT shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV

Compensation and Payment

1. Compensation for the performance of design and professional services described in this Agreement will be in accordance with the attached CONSULTANT'S proposal with a total contract amount not to exceed Fifty One Thousand Five Hundred Seventy Dollars (\$51,570.84) and Eighty Four Cents.

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached proposal prepared by CONSULTANT. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

ARTICLE V

Insurance

1. CONSULTANT shall purchase and maintain the following insurance during the terms of this Contract. 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:

- i) Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage.

- ii) Workers Compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.
- iii) Automobile Liability in the amount of \$1,000,000 combined single limit.
- iv) Professional Liability in the amount of \$2,000,000 per occurrence in aggregate.

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.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number.

ARTICLE VI

Personnel of the Consultant

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both, the CITY and the CONSULTANT.

ARTICLE VII

Progress Report

The CONSULTANT shall prepare and send to the CITY on a monthly basis a Consulting Progress Monthly Payment Schedule Report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

ARTICLE VIII

Suspension or Termination

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

2. Suspension: CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this contract for a period of time, upon seven (7) day's written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

ARTICLE IX

Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with

the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Engineering, Traffic and Transportation of the CITY or any claim or dispute covered by this Article.

ARTICLE X

Nondiscrimination

In connection with the performance of work under this contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

ARTICLE XI

Compliance With Equal Employment Opportunity/Affirmative Action Plan

1. If the 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).

2. This Agreement shall not become effective and CONSULTANT shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full,

required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

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

- a. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report Approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

ARTICLE XII

Compliance With Americans With Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. CONSULTANT is required to read Americans With Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The CONTRACTOR is obligated to comply with the Act and to hold the owner harmless.

ARTICLE XIII

Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this contract. Said agreement shall indemnify and defend the CITY, and its respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

ARTICLE XIV

Entire Agreement

1. This agreement constitutes the entire agreement between CITY and CONSULTANT. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey

ARTICLE XV

P.L. 2004, c.57 (N.J.S.A. 52:32-44)

MANDATORY BUSINESS REGISTRATION REQUIREMENTS

Non Construction Contracts

P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40::11-2).

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the CONTRACTOR shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the CONTRACTOR and each of its affiliates, and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this state, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of Section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XVI

City of Jersey City Contractor Pay-to Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that 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

Political Contributions Prohibition

This contract has been awarded to the CONTRACTOR based on the merits and abilities of the CONTRACTOR to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A.

19:44A-20.4 et seq. As such, the undersigned does hereby attest that the CONTRACTOR, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office to the City of Jersey City when the contract is awarded.

ARTICLE XVIII

Chapter 271 Political Contribution Disclosure

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005,c271) if the CONTRACTOR receives contracts in excess of \$50,000.00 from public entities in a calendar year. It is the CONTRACTOR'S responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

ARTICLE XIX

City of Jersey City Lobbyist Disclosure Ordinance

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

CITY OF JERSEY CITY

ATTEST:

ROBERT J. KAKOLESKI
Business Administrator

ROBERT BYRNE
City Clerk

Date: _____

Date: _____

ATTEST:

WSP USA, INC.

BY: _____
NAME

TITLE

APPROVED AS TO LEGAL FORM

RAYMOND REDDINGTON
Assistant Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

MATTHEW HOGAN
Risk Manager

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.

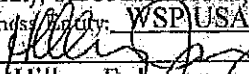
Check the box that represents the type of business entity:


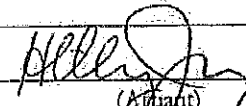
- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

| Name of Stock or Shareholder | Home Address |
|------------------------------------|---|
| Parsons Brinckerhoff Holdings Inc. | One Penn Plaza, 2nd Fl., New York, NY 10119 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

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: WSP USA Inc.
 Signed:  Title: Secretary
 Print Name: Hillary F. Jassey Date: December 12, 2017

Subscribed and sworn before me this 12th day of December, 2017

 My Commission expires: 8/5/21

 (Print name & title of affiant) Hillary F. Jassey, Secretary (Corporate Seal)

MARIE THERESE MCKAY
 NOTARY PUBLIC-STATE OF NEW YORK
 No. 01MC6286948
 Qualified in Queens County
 My Commission Expires 08-05-2021

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

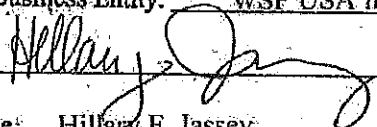
PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that WSP USA Inc. (name of business entity) has not made any reportable contributions in the ****one-year period preceding** December 12, 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 WSP USA Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

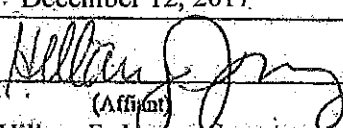
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: WSP USA Inc.

Signed:  Title: Secretary

Print Name: Hillary F. Jassey Date: December 12, 2017

Subscribed and sworn before me
this 12th day of December 2017.
My Commission expires:


(Affiant)
Hillary F. Jassey, Secretary
(Print name & title of affiant) (Corporate Seal)

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

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): Hillary F. Jassey, Secretary

Representative's Signature: 

Name of Company: WSP USA Inc.

Tel. No.: 212-465-5000

Date: December 12, 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 Printed: Anand Paluri, Vice President, Area Manager - New Jersey
Representative's Signature: 
Name of Company: WSP USA Inc.
Tel. No.: 212-465-5000 Date: December 12, 2017

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: <http://www.state.nj.gov/eo>

SECTION A - COMPANY IDENTIFICATION

| | | |
|---|---|---|
| 1. FID. NO. OR SOCIAL SECURITY | 2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER | 1. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 7587 |
| 4. COMPANY NAME WSP USA Inc. | | |
| 5. STREET One Penn Plaza, 2nd Fl | CITY New York | COUNTY New York |
| STATE NY | ZIP CODE 10119 | |
| 6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) Parsons Brinckerhoff Holdings Inc. | | |
| 7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER | | |
| 8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN STATE 2 | | |
| 9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 168 | | |
| 10. PUBLIC AGENCY AWARDING CONTRACT | | |
| CITY City of Jersey City | COUNTY Jersey City | STATE Hudson NJ |
| ZIP CODE 07305 | | |
| OFFICIALS ONLY | DATE RECEIVED | ASSIGNED 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. 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 | COL. 2 | COL. 3 | ***** MALE ***** | | | | | ***** FEMALE ***** | | | | | |
| | TOTAL (Col. 2 & 3) | MALE | FEMALE | BLACK | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. | BLACK | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. | |
| Officials/Managers | | | | | | | | | | | | | | |
| Professionals | | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | | |
| Sales Workers | | | | | | | | | | | | | | |
| Office & Clerical | | | | | | | | | | | | | | |
| Craftworkers (skilled) | | | | | | | | | | | | | | |
| Operatives (Semi-skilled) | | | | | | | | | | | | | | |
| Laborers (Unskilled) | | | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | | |
| Total employment From previous Report (if any) | | | | | | | | | | | | | | |
| Temporary & Part-Time Employees | | | | | | | | | | | | | | |

See attached 2016 Employer Information Report

| | | |
|--|--|---|
| 12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input 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 type="checkbox"/> | 15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR |
| 13. DATES OF PAYROLL PERIOD USED From: To: | | |

SECTION C - SIGNATURE AND IDENTIFICATION

| | | | |
|--|---------------|---|---|
| 16. NAME OF PERSON COMPLETING FORM (Print or Type) Anand Paluri | SIGNATURE | TITLE Vice President, Area Manager - New Jersey | DATE MO. DAY YEAR 12 12 2017 |
| 17. ADDRESS NO. & STREET 2000 Lenox Drive, 3rd Fl., Lawrenceville, Mercer County, NJ 08648 | | CITY Lawrenceville | STATE NJ |
| ZIP CODE 08648 | | PHONE (AREA CODE, NO., EXTENSION) 609 - 512 -3600 | |

CO= 1386220
 U= 1386220

EQUAL EMPLOYMENT OPPORTUNITY
 2016 EMPLOYER INFORMATION REPORT
 CONSOLIDATED REPORT - TYPE 2

SECTION B - COMPANY IDENTIFICATION

1. PARSONS BRINCKERHOFF INC
 ONE PENN PLAZA
 NEW YORK, NY 10119

2a. PARSONS BRINCKERHOFF INC
 ONE PENN PLAZA
 NEW YORK, NY 10119

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.:056668700 EIN :111531569

- Y

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 541330 Engineering Services

SECTION D - EMPLOYMENT DATA

| JOB CATEGORIES | HISPANIC OR LATINO | | NOT-HISPANIC OR LATINO | | | | | | | | | | | OVERALL TOTALS | |
|-------------------------------|--------------------|--------|------------------------|---------------------------|-------------------------------------|-------|-----------------------------------|-------------------|-------|---------------------------|-------------------------------------|-------|-----------------------------------|----------------|-------------------|
| | MALE | FEMALE | ***** MALE***** | | | | | | | ***** FEMALE***** | | | | | |
| | | | WHITE | BLACK OR AFRICAN AMERICAN | NATIVE HAWAIIAN OR PACIFIC ISLANDER | ASIAN | AMERICAN INDIAN OR ALASKAN NATIVE | TWO OR MORE RACES | WHITE | BLACK OR AFRICAN AMERICAN | NATIVE HAWAIIAN OR PACIFIC ISLANDER | ASIAN | AMERICAN INDIAN OR ALASKAN NATIVE | | TWO OR MORE RACES |
| EXECUTIVE/SR OFFICIALS & MGRS | 10 | 1 | 227 | 2 | 0 | 30 | 0 | 0 | 29 | 1 | 0 | 1 | 0 | 0 | 301 |
| FIRST/MID OFFICIALS & MGRS | 57 | 16 | 965 | 40 | 5 | 161 | 0 | 3 | 251 | 15 | 1 | 37 | 2 | 4 | 1557 |
| PROFESSIONALS | 78 | 76 | 724 | 45 | 3 | 175 | 2 | 9 | 435 | 56 | 4 | 111 | 1 | 8 | 1727 |
| TECHNICIANS | 99 | 34 | 2280 | 128 | 5 | 77 | 64 | 7 | 663 | 60 | 2 | 29 | 25 | 4 | 3477 |
| SALES WORKERS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| ADMINISTRATIVE SUPPORT | 12 | 70 | 27 | 6 | 0 | 6 | 1 | 0 | 313 | 59 | 2 | 13 | 6 | 10 | 525 |
| CRAFT WORKERS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| OPERATIVES | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| LABORERS & HELPERS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SERVICE WORKERS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL | 256 | 197 | 4223 | 221 | 13 | 449 | 67 | 19 | 1691 | 191 | 9 | 191 | 34 | 26 | 7587 |
| PREVIOUS REPORT TOTAL | 220 | 180 | 3759 | 229 | 10 | 438 | 72 | 13 | 1484 | 177 | 6 | 175 | 37 | 20 | 6820 |

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 08/01/2016 THRU 08/15/2016

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL:
 EEO-1 REPORT CONTACT PERSON:
 EMAIL: ALONGI@PBWORLD.COM

MARTHA ALONGI
 MARTHA ALONGI

TITLE: US EEO OFFICER / SR DIVERSITY MGR
 TITLE: US EEO OFFICER / SR DIVERSITY MGR
 TELEPHONE NO: 7178597884

CERTIFIED DATE[EST]: 09/30/2016 09:14 AM

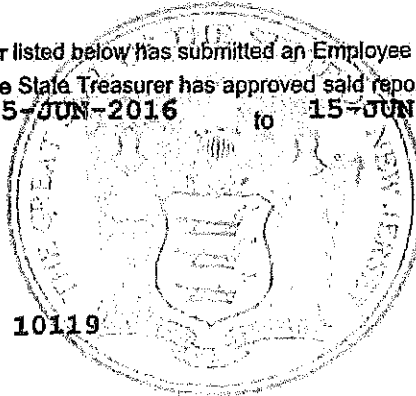
Certification 3590

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUN-2016** to **15-JUN-2019**

**WSP USA INC.
ONE PENN PLAZA
NEW YORK**

NY 10119



Ford M. Scudder

**FORD M. SCUDDER
State Treasurer**

**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 : WSP USA Inc.
Address : One Penn Plaza, 2nd Fl, New York, NY 10119
Telephone No. : 717-859-7838
Contact Name : Laura S. Unger, Small Business Liaison Officer

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: WSP USA Inc.

Address: One Penn Plaza, 2nd Fl, New York, NY 10119

Telephone No. : 717-859-7838

Contact Name: Laura S. Unger, Small Business Liaison Officer

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: WSP USA INC.
Trade Name:
Address: ONE PENN PLAZA
NEW YORK, NY 10119-0002
Certificate Number: 0057410
Effective Date: July 17, 1964
Date of Issuance: July 12, 2017

For Office Use Only:
20170712082400659

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

City Clerk File No. Res. 18-359

Agenda No. 10-Z-5

Approved: APR 11 2018



TITLE:

RESOLUTION AMENDING RESOLUTION 18-149 AWARDED PROFESSIONAL SERVICE AGREEMENTS TO ATTORNEYS AT LAW TO SERVE AS PUBLIC DEFENDERS IN THE JERSEY CITY MUNICIPAL COURT FOR CALENDAR YEAR 2018

COUNCIL

offered and moved

adoption of the following resolution:

WHEREAS, on February 14, 2018 the Municipal Council adopted resolution 18-149 which awarded professional service agreements to certain attorneys at law to serve as Public Defenders in the Jersey City Municipal Court for the calendar year 2018; and

WHEREAS, attached to resolution 18-149 was the approved list of attorneys to serve as Public Defenders; and

WHEREAS, Andrew C. Abrams, attorney at law in the State of New Jersey was inadvertently omitted from this list; and

WHEREAS, Andrew C. Abrams, Esq. will enter into a professional services agreement with the City of Jersey City to serve as Public Defender for a period of one year effective as of January 1, 2018; and

WHEREAS, the professional services agreement may be cancelled at any time during the 2018 Calendar Year; and

WHEREAS, the services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

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

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

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

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

WHEREAS, Andrew C. Abrams, Esq. has submitted a Business Entity Disclosure Certification, a Chapter 271 Political Contribution Disclosure Certification and a Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, it is estimated that the annual cost for all of the contracts shall not exceed \$300,000; and

WHEREAS, resolution 18-149 authorized a temporary encumbrance of \$51,000 in account# 01-201-43-495-312 for the attorneys listed in that resolution; and

WHEREAS, an additional \$4,000 needs to be encumbered for Andrew C. Abrams;

City Clerk File No. Res. 18-359

Agenda No. 10.Z.5

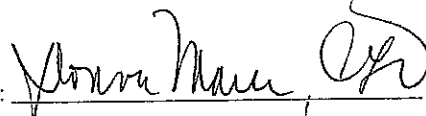
TITLE: APR 11 2018

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

1. Resolution 18-149, adopted on February 14, 2018, is hereby amended to include Andrew C. Abrams as a Public Defender to serve in the Jersey City Municipal Court for a period of one year effective as of January 1, 2018;
2. This resolution is subject to the same terms and conditions as adopted in resolution 18-149 on February 14, 2018.

I hereby certify that there are funds in the amount of \$4000 available in Account# 01-201-43-495-312 PO# 128869.


 Donna Mauer, Chief Financial Officer

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 4.11.18 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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 AMENDING RESOLUTION 18-149 AWARDED PROFESSIONAL SERVICE AGREEMENTS TO ATTORNEYS AT LAW TO SERVE AS PUBLIC DEFENDERS IN THE JERSEY CITY MUNICIPAL COURT FOR CALENDAR YEAR 2018

Initiator

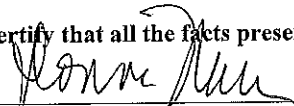
| | | |
|---------------------|----------------|-------------------------|
| Department/Division | Administration | Management & Budget |
| Name/Title | Donna Mauer | Chief Financial Officer |
| Phone/email | 201-547-5042 | DonnaM@jcnj.org |

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

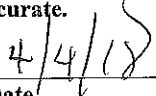
Resolution Purpose

To include Andrew C. Abrams on the list of approved Public Defenders. His name was inadvertently left off the list.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

DETERMINATION OF VALUE CERTIFICATION

Donna Mauer, of full age, hereby certifies as follows:

1. I am the Chief Financial Officer for the City of Jersey City (City) and have knowledge of the goods and services that the City needs.
2. The City requires the service of attorneys at law to serve as Public Defenders in the Jersey City Municipal Court.
3. Andrew C. Abrams is an attorney at law in the State of New Jersey and is qualified to serve in this position.
4. The contract term shall be one year commencing on January 1, 2018.
5. The estimated amount of the contract exceeds \$17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: March 4, 2018


Donna Mauer, Chief Financial Officer

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 Printed: Andrew C. ABRAMS
Representative's Signature: [Signature]
Name of Company: Andrew C. ABRAMS
Tel. No.: 201-659-5500 Date: 12/4/17

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): ANDREW C. ABRAMS

Representative's Signature: [Signature]

Name of Company: ANDREW C. ABRAMS

Tel. No.: 201-659-5500 Date: 12/4/17

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 : ANDREW C. ABRAM
Address : 295 NEWARK AVE, JERSEY CITY, NJ 07302
Telephone No. : 201-609-5500
Contact Name : ANDREW C. ABRAM

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: ANDREW C. ABRAMS
Address: 295 NEWARK AVE, BRIDGE CITY, NJ 07302
Telephone No.: 201-659-5500
Contact Name: ANDREW C. ABRAMS

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

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

CERTIFICATE NO. _____
 NAME OF FACILITY: Atkins & Worsley DATES OF PAYROLL PERIOD USED: FROM _____ TO _____

Street 295 Newark Ave City Jersey City County Hudson State NJ ZIP Code 07302

| JOB CATEGORIES | RACE | | | | | | ETHNICITY | | | | | |
|-------------------|-------|-------|----------|------------|-------|----------|-----------|-------|----------|------------|-------|----------|
| | Total | Black | Hispanic | AM. Indian | Asian | Non-Min. | White | Black | Hispanic | AM. Indian | Asian | Non-Min. |
| PROFESSIONALS | 3 | | | | | | | | | | | |
| TECHNICIANS | | | | | | | | | | | | |
| SALES WORKERS | | | | | | | | | | | | |
| OFFICE & CLERICAL | | | | | | | 1 | | | | | 1 |
| CHAFWORKERS | | | | | | | | | | | | |
| OPERATIVES | | | | | | | | | | | | |
| LABORERS | | | | | | | | | | | | |
| SERVICE WORKERS | | | | | | | | | | | | |
| TOTAL | 3 | | | | | | 1 | | | | | 1 |

I certify that the information on this form is true and correct.
 NAME OF PERSON COMPLETING FORM (Print or Type):
 LAST FIRST MI SIGNATURE

Atkins Andrew E. *[Signature]* DATE SUBMITTED: 12/4/17
 ADDRESS (NO. & STREET) (CITY) (STATE) (ZIP) PHONE (AREA CODE, NO., EXTENSION)

295 Newark Ave Jersey City NJ 07302 201-659-5502

Sample Employee Information Report Form AA302

Form AA302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT: READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO 1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to <http://www.state.nj.us/eo/eo11002.pdf>

SECTION A - COMPANY IDENTIFICATION

1. FID, NO. OR SOCIAL SECURITY # _____ 2. TYPE OF BUSINESS
 1. MFG 2. SERVICE 3. WHOLESALE
 4. RETAIL 5. OTHER _____

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY _____

4. COMPANY NAME ANDREW C. ABRAM'S

5. STREET 295 NEWARK AVE. CITY JERSEY CITY COUNTY HUDSON STATE NJ ZIP CODE 07302

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

7. CHECK ONE: IS THIS COMPANY? SINGLE ESTABLISHMENT EMPLOYER MULTIPLE ESTABLISHMENT EMPLOYER

8. IF MULTIPLE ESTABLISHMENT, NAME YOUR STATE THE NUMBER OF ESTABLISHMENTS IN NJ _____

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

10. PUBLIC AGENCY AWARDING CONTRACT _____ CITY _____ COUNTY _____ STATE _____ ZIP CODE _____

Official Use Only: DATE RECEIVED _____ TRANSDATE _____ 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 zero. Include ALL employees, not just those in minority/non-minority categories. In columns 1, 2, & 3, **DO NOT SUMMIT AVERAGE REPORT.**

| JOB CATEGORIES | ALL EMPLOYEES | | | PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN | | | | | | | | | | | | |
|--|---|----------------|------------------|--|----------|-----------------|-------|-------------|--------|----------|-----------------|-------|-------------|--|--|--|
| | COL. 1 TOTAL (Col 2 + 3) | COL. 2 MALE | COL. 3 FEMALE | MALE | | | | | FEMALE | | | | | | | |
| | | | | BLACK | HISPANIC | AMBL. INDIAN | ASIAN | NON MIN. | BLACK | HISPANIC | AMBL. INDIAN | ASIAN | NON MIN. | | | |
| Officials/Managers | | | | | | | | | | | | | | | | |
| Professionals | | | | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | | | | |
| Sales Workers | | | | | | | | | | | | | | | | |
| Office & Clerical | | | | | | | | | | | | | | | | |
| Craftworkers (Skilled) | | | | | | | | | | | | | | | | |
| Operatives (Semi-Skilled) | | | | | | | | | | | | | | | | |
| Laborers (Unskilled) | | | | | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | | | | | |
| TOTAL | 1 | | | | | | | | | | | | | | | |
| 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?
 1. Visual Survey 2. Employer Provided 3. Other (Specify) N/A

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

14. IS IT IN THE FIRST Employee Information Report Submitted? 1. YES 2. NO NO

15. IF NO, DATE LAST REPORT SUBMITTED: MO. DAY, YEAR 2-11-2016

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

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) ANDREW C. ABRAM'S SIGNATURE [Signature] TITLE ATTORNEY DATE 12/9/17

17. ADDRESS NO. & STREET 295 NEWARK AVE CITY JERSEY CITY COUNTY HUDSON STATE NJ ZIP CODE 07302 PHONE (AREA CODE) NO. EXTENSION 201-659-5500

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 Waterman | 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 |
|------------------------------|--------------|
| Self | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

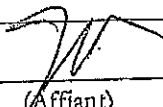
Part 3 - Signature and Attestation:

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: Andrew C. Abrams
 Signed: [Signature] Title: ATTORNEY
 Print Name: Andrew C. Abrams Date: 12/17/17

Subscribed and sworn before me this 13th day of DECEMBER, 2017

My Commission expires: _____


 (Affiant)
Chris J. Nanni, ATTORNEY AT-LAW
 (Print name & title of affiant) (Corporate Seal) STATE OF 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 ANDREW C. ABRAMS (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: ANDREW C. ABRAMS
Signed: [Signature] Title: ATTORNEY
Print Name: ANDREW C. ABRAMS Date: 12/4/17

Subscribed and sworn before me
this 13th day of DECEMBER, 2017.
My Commission expires:

[Signature]
(Affiant)
ROBIN S. KANG, ATTORNEY AT LAW
(Print name & title of affiant) (Corporate Seal) KS

**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.

Certification 5708

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

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

ANDREW C. ABRAMS
255 NEWARK AVENUE
JERSEY CITY

NJ 07302



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

Andrew P. Sidamon-Eristoff
State Treasurer

09/15/06

Taxpayer Identification#

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

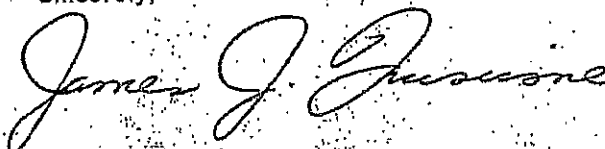
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fuscone
Acting Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
ABRAMS, ANDREW C


ADDRESS:
255 NEWARK AVE
JERSEY CITY NJ 07302
EFFECTIVE DATE:

09/15/06

TRADE NAME:

SEQUENCE NUMBER:
1264894

ISSUANCE DATE:
09/15/06



Acting Director
New Jersey Division of Revenue

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

City Clerk File No. Res. 18-360
 Agenda No. 10.Z.6
 Approved: APR 11 2018



TITLE: **RESOLUTION APPROVING THE CORRECTIVE ACTION PLAN FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2016**

COUNCIL
adoption of the following resolution:

offered and moved

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and,

WHEREAS, pursuant of Local Finance Notice CFO 97-16, all local government units must prepare and submit a Corrective Action Plan as part of the annual audit process; and,

WHEREAS, the Corrective Action Plan shall cover all findings and recommendations, including state, federal, and general or financial statement findings in the audit report; and,

WHEREAS, the Chief Financial Officer shall prepare said Corrective Action Plan with the assistance from other officials affected by the audit recommendations; and,

WHEREAS, the Corrective Action Plan is to be submitted to the Division of Local Government Services no later than sixty days from the receipt of the audit report; and,

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that a copy of the corrective action plan will be placed on file in the office of the City Clerk.

APPROVED: [Signature]

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 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| 4.11.18 | | | | | | | | | | | |
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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 – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION APPROVING THE CORRECTIVE ACTION PLAN FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2016

Initiator

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

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

Resolution Purpose

This approves the Corrective Action Plan that was prepared in response to the findings in the CY 2016 Audit.

I certify that all the facts presented herein are accurate.

Donna Mauer CFO
Signature of Department Director

4/4/18
Date

CITY OF JERSEY CITY
HUDSON COUNTY



CORRECTIVE ACTION PLAN
CY 2016 ANNUAL AUDIT

**SECTION II:
SCHEDULE OF FINANCIAL STATEMENT FINDINGS
FOR THE YEAR ENDED DECEMBER 31, 2016**

CITY OF JERSEY CITY

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)
FOR THE YEAR ENDED DECEMBER 31, 2016**

Section II - Schedule of Financial Statement Findings

(This section identifies the significant deficiencies, material weaknesses, fraud, noncompliance with provisions of laws, regulations, contracts and grant agreements, and abuse related to the financial statements for which Government Auditing Standards requires reporting.)

Finding 2016-001

Noncompliance Material to Basic Financial Statements

- Criteria:** The Requirements of Audit and Accounting, issued by the Division, Internal Control Questionnaire Section XII, requires Deferred Charges to Future Taxation – Unfunded balances over five years old as of year-end, where the projects have been completed and payments made from cash not provided by the particular ordinances with unfinanced costs, and cash deficits noted in the Analysis of General Capital Fund Cash for ordinances over five years old, to have their funding provided for.
- Condition:** Unfinanced costs totaling \$14,753,128 for capital projects over five years old remain on the City's books, consisting of \$11,704,212 for general projects, \$1,587,258 for school projects and \$1,461,658 for water projects.
- Context:** Unfinanced project costs can create cash flow concerns and are non-compliant with requirements of the Division when said unfinanced costs are over five years old.
- Effect:** The City is not in compliance with State regulations concerning the funding of capital projects.
- Cause:** The City has not followed up on aged Unfunded Deferred Charges to Future Taxation and Water Rents.
- Recommendation:** The City should fund all Unfunded Deferred Charges to Future Taxation and Water Rents in excess of five years old from which unfinanced costs have been paid.

Views of Responsible Officials of the City (unaudited):

The City will continue to work to fund all the unfunded projects.

CITY OF JERSEY CITY

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)
FOR THE YEAR ENDED DECEMBER 31, 2016**

Section II - Schedule of Financial Statement Findings

Finding 2016-002

Significant Deficiency in Internal Control

- Criteria:** The City is required by N.J.A.C. 5:30-5.6 to establish and maintain a physical inventory of fixed assets of nonexpendable, tangible property. The reporting system must have a subsidiary ledger, consisting of detailed property records for controlling additions, retirements and transfers of fixed assets. Further, the subsidiary ledger is required to ensure that property records are maintained accurately, to reflect a description and source of the property, its ownership, the acquisition cost and date, the percentage of Federal participation in the acquisition, and the location, use, and condition of the property.
- Condition:** Some assets on the fixed assets inventory listing could not be verified by physical inspection. The City's asset tagging, disposal and transfer policies are not being followed by department personnel. No disposals were recorded in either of the past two years. In addition, assets transferred to the City pursuant to its dissolution of the Jersey City Parking and Incinerator Authorities were not included on City's fixed asset inventory.
- Context:** Audit procedures include sampling of the fixed asset inventory listing and verifying the existence of these assets. Generally, vehicles were difficult to identify as Vehicle Identification Numbers (VIN) are often not inputted into the inventory. Of 820 vehicles listed, 182 vehicles, or 22%, had no VIN noted.
- In addition, inventory listings obtained from the former Parking Authority (JCPA) and Incinerator Authority (JCIA) indicate 131 and 159 items, respectively, of machinery and equipment were not added to the City inventory listing upon dissolution of these entities.
- Effect:** The City's fixed asset inventory system is not in compliance with N.J.A.C. 5:30-5.6. Specifically, there are instances in which (a) assets are included in the listing which could not be located and (b) assets are included in the listing which have been disposed and (c) asset locations noted on the listing may be inaccurate due to department transfers.

CITY OF JERSEY CITY

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)
FOR THE YEAR ENDED DECEMBER 31, 2016**

Section II - Schedule of Financial Statement Findings

Finding 2016-002 (continued)

Effect: (continued) If fixed asset maintenance procedures are not followed, the City's inventory listing may become materially misstated and unreliable for useful tracking and maintenance of assets.

Cause: The City's asset tagging, disposal and transfer policies are not being followed by department personnel. No asset disposals are being recorded on the City's fixed asset listing.

This finding is repeated from the prior year, with minor modifications.

Recommendation: The City should make certain all physical assets, including vehicles and other mobile equipment, are traceable to the fixed assets inventory listing. The City should either mandate inventory tags be affixed to all assets or incorporate other identifying marks in the inventory listing, such as vehicle identification numbers.

The City should reinforce existing fixed asset disposal and transfer policies with appropriate department personnel and make certain such procedures are followed.

The City should include all assets acquired from the dissolution of the Parking and Incinerator Authorities on its fixed assets inventory.

Views of Responsible Officials of the City (unaudited):

The City has recently assigned a Fixed Asset Manager to make sure that all physical assets are traceable to the fixed asset inventory as well as enforcing the existing fixed asset disposal and transfer policies. The City has also hired a fixed assets appraisal company to update the inventory listing.

CITY OF JERSEY CITY

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)
FOR THE YEAR ENDED DECEMBER 31, 2016**

Section II - Schedule of Financial Statement Findings

Finding 2016-003

Material Weakness in Internal Control

- Criteria:** Sound accounting policies suggest that the City is required to reconcile and compare information reported in its financial records to the underlying accounting records and reports provided to and from grantor and oversight agencies.
- Condition:** Community Development Block Grant (CDBG), Home Investment Partnership Grant (HOME), Housing Opportunities for Persons with AIDS (HOPWA) and Emergency Shelter Grant (ESG) funds receivable and on reserve, or available for expenditure, in the City's general ledger were not reconciled with the IDIS system used for reporting such activity to the Department of Housing and Urban Development.
- Context:** Such reconciliations provide greater assurance that amounts reported by the City are not misrepresented and coincide with amounts reported to or maintained by grantor and oversight agencies.
- Effect:** Amounts receivable and on reserve in the City's CDBG, HOME and HOPWA general ledgers and disbursements could not be properly validated or were not traceable to or from IDIS and other related reports. HOME receipts could also not be reconciled.
- Cause:** The City is not closing temporary accounts in the CDBG, HOME and HOPWA general ledgers. Further, the general ledger reserve and receivable balances are not reconciled to subsidiary budget report ledgers and the IDIS system.

This finding has been repeated annually since 2011.

CITY OF JERSEY CITY

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)
FOR THE YEAR ENDED DECEMBER 31, 2016**

Section II - Schedule of Financial Statement Findings

Finding 2016-003 (continued)

Recommendation: The City should adopt financial reporting, reconciliation and closing procedures which require appropriate personnel to reconcile reported balances and activity of CDBG, HOME, HOPWA and Emergency Shelter Grants to the underlying accounting records, subsidiary ledgers and reports provided to and from grantor and oversight agencies, where applicable. The reconciliations should be performed monthly.

Views of Responsible Officials of the City (unaudited):

The CFO has assigned an individual to work with the Community Development Office to reconcile the IDIS system with the City's FOW system. In addition, financial procedures will be put in place to ensure monthly reporting, reconciliation and closings.

**SECTION III:
SCHEDULE OF FEDERAL AWARDS AND STATE FINANCIAL
ASSISTANCE
FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2016**

CITY OF JERSEY CITY

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)
FOR THE YEAR ENDED DECEMBER 31, 2016**

**Section III - Schedule of Federal Awards and State Financial Assistance
Findings and Questioned Costs**

(This section identifies audit findings required to be reported by the 2 CFR 200.516(a) and New Jersey OMB Circular 15-08.)

Finding 2016-003

(Repeated from Section II as required, Modified as Related to Federal Funds)

Material Weakness in Internal Control over Major Federal Programs

Noncompliance (L) – Reporting

(Direct Federal Funding)

United States Department of Housing and Urban Development

CFDA No. 14.218 – Community Development Block Grant (CDBG)

CFDA No. 14.231 – Emergency Solutions Grant (ESG)

CFDA No. 14.239 – Home Investment Partnership Grant (HOME)

CFDA No. 14.241 – Housing Opportunities for Persons with AIDS (HOPWA)

Condition: Community Development Block Grant (CDBG), Home Investment Partnership Grant (HOME), Housing Opportunities for Persons with AIDS (HOPWA) and Emergency Shelter Grant (ESG) funds receivable and on reserve, or available for expenditure, in the City's general ledger were not reconciled with the IDIS system used for reporting such activity to the Department of Housing and Urban Development.

Context: Such reconciliations provide greater assurance that amounts reported by the City are not misrepresented and coincide with amounts reported to or maintained by grantor and oversight agencies.

Questioned Costs: None noted.

Refer to Section II for Criteria, Effect, Cause and Recommendation and Views of Responsible Officials.

CITY OF JERSEY CITY

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)
FOR THE YEAR ENDED DECEMBER 31, 2016**

**Section III - Schedule of Federal Awards and State Financial Assistance
Findings and Questioned Costs**

Finding 2016-004

Noncompliance (H) – Period of Performance
(Direct Federal Funding)

**United States Department of Housing and Urban Development
CFDA No. 14.218 – Community Development Block Grant (CDBG)**

- Criteria: The requirement of 24 CFR 570.902, Review to determine if CDBG-funded activities are being carried out in a timely manner, requires CDBG entitlement grantees, to have a balance no greater than one and one-half (1.5) times their annual grant remaining in their line of credit 60 days prior to the end of the program year.
- Condition: The City is noncompliant with 24 CFR 570.902 with an unexpected grant balance remaining of 1.6 times the annual grant for Program Year 2015.
- Context: Review of the City's PR26 – CDBG Financial Summary Report for Program Year 2015 indicates a balance of 1.6 times the annual grant remaining.
- Questioned Costs: None noted, however, continued noncompliance may result in loss of funding.
- Effect: Continued failure to maintain proper funding limits may subject the City to a reduction of a future grant by 100% of the amount in excess of the 1.5 standard. For Program Year 2015, that amount in excess of the standard was \$626,925.
- Cause: The City did not obligate and expended CDBG funds in a timely manner.
- Recommendation: The City should more timely expend its Community Development Block Grant funding.

Views of Responsible Officials of the City:

The City will work with CDBG to insure that funds are expended in a timely matter.

**COMMENTS AND RECOMMENDATIONS
FOR THE YEAR ENDED DECEMBER 31, 2016**

COMMENTS AND RECOMMENDATIONS

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: 2016
Department: Administration
Division: Purchasing
Respondent: Peter Folgado

FINDING 2016-005:

Procurement testing indicated five instances, of 60 items sampled, of which vendors were paid in excess of the bid threshold without public bidding and for which no exception to the Local Public Contracts Law was noted.

This finding is repeated from the prior year.

Analysis:

The City should monitor aggregated amounts paid to vendors and publicly advertise for bid when such amounts are expected to reach bid thresholds.

Corrective Action:

Purchasing, Department of Public Works and the Law Department worked on bid specifications that involve a formula for labor costs. Due to an additional workload within the Department of Public Works, meetings were constantly being rescheduled, thus delaying finalizing the bid specifications. The City has since solicited bids and awarded contracts.

Implementation Date:

Immediate

COMMENTS AND RECOMMENDATIONS

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: 2016
Department: Public Safety
Division: Parking Enforcement
Respondent: Mary Paretti

FINDING 2016-006:

Parking Enforcement receipts are not regularly reconciled with the amounts remitted to Treasury. Analysis of Parking Enforcement revenues indicates \$89,351 less in receipts than Treasury is reporting to have received. In addition, the 8,083 of meter coin bag monies from November 2015 could not be located in 2016 and has been written off.

Analysis:

Parking Enforcement should regularly reconcile receipts to amounts remitted to Treasury and deposited.

Corrective Action:

Parking enforcement has initiated and will continue to keep copies and maintain a log of each deposit. Any corrections made to a deposit is noted and a copy of that sheet is maintained in the file as well.

Implementation Date:

On-going

COMMENTS AND RECOMMENDATIONS

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: 2016
Department: HEDC
Division: Construction Code
Respondent: Ray Meyer

FINDING 2016-007:

Analysis of elevator revenues indicates a significant back-log of elevator inspection fee collections. Further, a master inventory of billable elevators has not been updated in over five years despite significant construction projects within the City during that period.

Analysis:

The Building Department should update its master inventory of elevators within the City and bill for inspections timely. Further, the Building Department should reconcile unpaid elevator inspection bills from prior years and pursue collection.

Corrective Action:

The implementation of the SDL Geoclient Software, that provided a clear inventory of the devices, billing in 2017, is located in the central software as opposed to the 2 record keeping systems.

Experience level of staff that was handling such was deficient in basic accounting principles, now that has been corrected with a staff member that has same.

Hiring of the 3rd elevator inspector, though still short will give greater latitude for the Subcode to begin enforcement actions for non payments.

Implementation Date:

Immediately

COMMENTS AND RECOMMENDATIONS

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: 2016
Department: Administration
Division: Management & Budget
Respondent: Donna Mauer

FINDING 2016-008:

The City expended \$6,738,978 for contractual severance liabilities for which there was no legal appropriation, which is a violation of the Local Budget Law as identified by N.J.S.A. 40A:4-57.

Analysis:

The City is required to raise expenditures made without appropriation in the succeeding year's budget.

Corrective Action:

This expenditure was raised in the CY2017 budget.

Implementation Date:

Completed

COMMENTS AND RECOMMENDATIONS

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: 2016
Department: Administration
Division: Accounts & Control
Respondent: Mario Ratto

FINDING 2016-009:

Testing of grant receipts in the City's State and Federal Grants Fund indicated instances in which grant receipts were posted to incorrect grant lines. Further, the City does not have a grants receivable subsidiary ledger integrated into its accounting system. Currently, the grants receivable subsidiary ledger is maintained off-line.

Analysis:

The City should make certain receipts are posted to correct grants and grant years. The receipt of grant monies should be coordinated between City Department personnel administering the grants and filing for reimbursement and Accounts and Control to facilitate proper recording of receipts. Further, the City should consider integrating a grants receivable subsidiary ledger into its accounting system.

Corrective Action:

Whoever submits reports or vouchers to the State or Federal Gov't for grant reimbursements Citywide, should also send a copy to the Budget Office, Accounts and Control and the Treasury Office. This report should have the amount, the year the grant was issued and added to the annual budget, the revenue number that's associated with each grant that matches FOW and the bank account that's linked in to the incoming wire. We are implementing a grants receivable subsidiary ledger for each grant, through the FOW programmers. Currently all grants receivables are all added to one subsidiary account.

Implementation Date:

On-going

COMMENTS AND RECOMMENDATIONS

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: 2016
Department: Administration
Division: Accounts & Control
Respondent: Tessie Bulalacao

FINDING 2016-010:

City bank reconciliations were not all prepared on a timely basis, resulting in post-closing adjustments several months into the succeeding fiscal year. Timely reconciliation of bank accounts is required as part of a process of sound internal controls and allows for proper follow-up of bank adjustments and other reconciling items.

Analysis:

The City should reconcile all bank accounts within a reasonable period of time after its fiscal year end.

Corrective Action:

The City hired additional personnel to assist with this matter.

Implementation Date:

On-going

COMMENTS AND RECOMMENDATIONS

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: 2016
Department: Administration
Division: Management & Budget
Respondent: Donna Mauer

FINDING 2016-011:

N.J.S.A. 40A:5-21 requires written application and approval by the Director of the Division of Local Government Services for the establishment of petty cash funds and subsequent changes in custodians. Audit procedures identified six custodians with no proof of approval by City resolution and the Director.

Analysis:

The City should adopt resolutions authorizing any current petty cash custodians not previously approved by resolution. These resolutions should further be forwarded to the Director of the Division of Local Government Services for approval in accordance with N.J.S.A. 40A:5-21.299

Corrective Action:

The City adopted resolutions identifying the current petty cash custodians and forwarded documentation to the Director of Local Government Services.

Implementation Date:

Implemented

COMMENTS AND RECOMMENDATIONS

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: 2016
Department: Administration
Division: Business Administrator
Respondent: Robert Kakoleski

FINDING 2016-012:

Instances were noted in which overtime authorizations were not reconciled with hours recorded by the time tracking system prior to payment of overtime, or within a timely manner thereafter.

Analysis:

The City should monitor aggregated amounts paid to vendors and publicly advertise for bid when such amounts are expected to reach bid thresholds.

Corrective Action:

The City has already purchased a new "human resources information system" (HRIS) which includes payroll and attendance modules. This will result in greater accountability and accuracy of records. Supervisor and management approval protocols will be required for all payroll functions.

Until the new system is place, Department Directors will be required to ensure all authorized signatures are in place for overtime purposes on the existing forms. Department timekeepers will only forward to director once daily attendance is confirmed.

Implementation Date:

On-going

COMMENTS AND RECOMMENDATIONS

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: 2016
Department: Administration
Division: Business Administrator
Respondent: Robert Kakoleski

FINDING 2016-013:

The City's operates a common dedicated rider program which is designed to account for the outside employment of off-duty police officers. In this program, fees are charged contractors for the use of police officers and vehicles. The City uses these funds to pay officers for the off-duty hours accrued. The Federal Bureau of Investigation initiated investigations of City police officers for alleged schemes involving off-duty work assignments. The precise number of officers under investigation is not known. At this time, it has been confirmed that seven (7) current or former officers have either pleaded guilty or admitted fraudulent activity.

Analysis:

This finding defers to due legal process.

Corrective Action:

While the program is still undergoing a Federal investigation, those who have already plead guilty were involved in alleged schemes that included not reporting the jobs or income to the City of Jersey City. Therefore, those issues could not have been prevented by the existing program protocols.

The investigation has identified other weaknesses within the current program and the Mayor has already publicly announced the program as we know it will come to an end by the end of the year.

Implementation Date:

On-going

COMMENTS AND RECOMMENDATIONS

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: 2016
Department: Administration
Division: Municipal Court
Respondent: Wendy Razzoli

FINDING 2016-014:

Our review of the Municipal Court Monthly Management Report for December 2016 indicated that there was a backlog of tickets Eligible for Dismissal, Eligible for Order of Driver License Suspension, Held Over 120 Days, Other Case Statuses, Assigned Not Issued Over 180 Days, Held Over 180 Days and Eligible for Warrant. This indicates substantial backlog of tickets. In addition our review of Tickets Assigned and Not Issued has tickets outstanding for more than six months and Tickets Assigned Not Issued had numerous tickets listed..

Analysis:

The Municipal Court should review these tickets and determine their disposition and remove them from the Automated Traffic System.

Corrective Action:

Court management has promoted and assigned new supervision over the reports, including the following reports mentioned to review and determine their disposition thus removing them from the Automated Traffic System. This process is ongoing.

The *Eligible for Dismissal* and *Eligible for Warrant Report* are handled by the supervisor of Court Administration, upon review and signature of the Chief Judge. With respect to the *Eligible for Dismissal* report, all matters are reviewed by the Chief Judge and are dismissed in a timely matter, unless objection is raised by the municipal prosecutor. With respect to the *Eligible for Warrant Report* all matters are reviewed and warrants are issued on a weekly basis to minimize matters on the report.

The *Eligible for Order of Driver License Suspension* is handled by the Violation's unit supervisors, upon review and signature of the Chief Judge. With respect to this report all drivers who are eligible for suspension are suspended on a weekly basis after review of the Chief Judge.

The *Tickets Assigned Not Issued Over 180 Days* is handled by the Data Entry unit supervisor and delegated to the Clerk handling ticket control. These tickets will be further addressed by the Court Director's office notifying the Chief of Police to advise the Court of any deceased, retired, suspended or fired law enforcement officers. Upon receipt of this list, any outstanding tickets will be recalled.

The Case Status Report which includes tickets *Held Over 120 Days, Other Case Statuses, Held Over 180 Days*, are reviewed weekly by supervision of the Court Director's Office and adjusted accordingly when required.

Implementation Date:

Immediate

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

City Clerk File No. Res. 18-361

Agenda No. 10.Z.7

Approved: APR 11 2018

TITLE:



RESOLUTION APPOINTING JOHN METRO AS A MEMBER OF THE JERSEY CITY INSURANCE FUND COMMISSION

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 April 5, 2018, that he has appointed **John Metro** of 11 College Drive, Jersey City, New Jersey, 07305, to serve as a member of the Jersey City Insurance Fund Commission pursuant to the provisions of N.J.S.A. 40a:10-8, for a term to commence immediately upon adoption of this resolution and expire on August 17, 2019;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the appointment of **John Metro** as a member of the **Jersey City Insurance Fund Commission** of the above-mentioned term is hereby advised and consented to pursuant to law.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature] J.H. A...
Corporation Counsel

Certification Required

Not Required

APPROVED: 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.11.18 | | | | | | | | | | | |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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]
Rojando R. Lavarro, Jr., President of Council

[Signature]
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

April 5, 2018

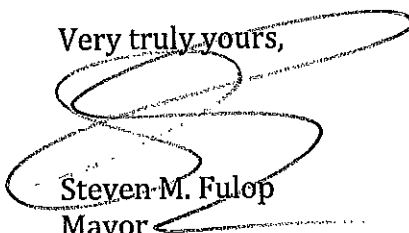
Council President and
Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302

Dear Council President and Members:

Kindly be advised that I have appointed **John Metro**, of 11 College Drive, Jersey City, New Jersey, 07305, to serve as a member of the **Jersey City Insurance Fund Commission**. Mr. Metro's term will commence upon the adoption of a resolution and expire on August 17, 2019.

I respectfully request your advice and consent to this appointment.

Very truly yours,


Steven M. Fulop
Mayor

C: Jeremy Farrell, Corporation Counsel
Robert Kakoleski, Business Administrator
Robert Byrne, City Clerk
Matthew Hogan, Risk Manager
Mark Albiez, Chief of Staff
Nancy Warlikowski, Mayor's Office
John Metro

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

City Clerk File No. Res. 18-362
 Agenda No. 10.Z.8
 Approved: APR 11 2018
 TITLE:



**RESOLUTION AUTHORIZING THE EXECUTION OF A
 RELEASE AGREEMENT WITH HELLO DOGGIE, INC. FOR
 THE USE OF CERTAIN CITY PROPERTIES TO BE CAPTURED
 ON VISUAL MEDIA IN AN EPISODE OF "THE DAILY SHOW"
 TELEVISION PROGRAM**

COUNCIL

offered and moved adoption

of the following resolution:

WHEREAS, HELLO DOGGIE, INC., with an office at 604 West 52nd Street, New York, NY 10019 ("Hello Doggie"), is a production company that seeks to record visual footage various properties owned by the City of Jersey City (the "City") for an episode of "The Daily Show;" and

WHEREAS, Hello Doggie requires the execution of a Location Release Agreement by the City to allow for the use of the City owned properties in connection with the "The Daily Show" program; and

WHEREAS, the City represents that it has the right to grant to Hello Doggie the right to use the City owned properties without the necessity of obtaining the consent of any third person or entity;

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

- Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached agreement with Hello Doggie that will allow for the use of City owned properties in the "The Daily Show" program.

JMcK - 4/11/2018

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: *Ron WA*
 Business Administrator

EAS J.A. McC
 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | | | | | | | | | | | | 4/11/18 |
|---|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|---------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | |
| RIDLEY | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | | |
| PRINZ-AREY | ✓ | | | SOLOMON | ✓ | | | 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.

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

Robert Byrne
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE AGREEMENT WITH HELLO DOGGIE, INC. FOR THE USE OF CERTAIN CITY PROPERTIES TO BE CAPTURED ON VISUAL MEDIA IN AN EPISODE OF "THE DAILY SHOW" TELEVISION PROGRAM

Initiator

| | | |
|---------------------|-----------------------------|---------------------|
| Department/Division | Department of Public Safety | |
| Name/Title | Kimberly Wallace-Scalcione | Press Secretary |
| Phone/email | 201-547-5290 | KScalcione@jcnj.org |

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

Resolution Purpose

[Empty box for Resolution Purpose]

I certify that all the facts presented herein are accurate.

Kimberly Scalcione
Signature of Department Director

4/11/18
Date

LOCATION RELEASE

HELLO DOGGIE, INC.
604 West 52nd Street
New York, NY 10019

Date: _____

1. _____ ("Owner") hereby grants permission to Hello Doggie, Inc., its successors, assigns and licensees ("Producer") to enter upon and to utilize the Property (as defined in Paragraph 2 below) and to bring onto the Property such personnel and equipment as Producer deems necessary for production of the program currently entitled, "The Daily Show with Trevor Noah" (the "Program").
2. The term "Property" as used in this agreement refers to the premises located at _____, including the grounds at such address and all buildings and other structures located there, together with access to and egress from said premises.
3. The term of this agreement (the "Term") shall commence on _____ and shall continue until Producer has completed photography of the Program at the Property but not beyond _____. Producer shall have the right to remove all of its sets, structures and other material and equipment from said Property.
4. If Producer is unable to work on the Property during any day of the Term for any reason, including, but not limited to, illness of actors, director or other essential artists or crew, strikes, bad weather or any other occurrence beyond Producer's control, or in the event of damaged or imperfect equipment, Producer shall have the right to suspend the Term and use the Property without additional charge for as many days as were missed commencing on the first mutually agreeable day thereafter.
5. Owner represents and warrants that (i) Owner is the sole owner (or sole agent for the owner) of, and has the sole right to, the Property and is authorized to grant all rights to the Property set forth herein and to enter into this agreement; (ii) the consent or permission of no other person or entity is necessary for Owner to enter into this agreement; (iii) the Property is fit for habitability and/or occupancy and has passed all applicable inspection requirements; and (iv) Owner shall take no action, nor allow or authorize any third party to take any action which might interfere with Producer's authorized use of the Property. Owner shall indemnify and hold Producer and Producer's successors, assignees and licensees harmless for any breach or alleged breach of its representations and warranties set forth herein. Owner hereby waives, on behalf of Owner and Owner's insurance carrier, all rights of subrogation on any claim(s) arising under any and all insurance policies in effect during the Term of this agreement insuring any of Owner's property on the Property. Owner's sole remedy in the event of a dispute hereunder shall be an action at law for damages.
6. Producer shall leave said Property in substantially as good condition as when Producer enters said Property, excepting reasonable wear and tear of the Property for the purposes permitted herein.
7. Producer shall indemnify Owner for any loss and liability incurred by Owner as a direct result of any damage to the Property and property located thereon or personal injury occurring on the Property directly caused by Producer's negligence in connection with its use of the Property; provided, that Owner first submit to Producer in writing, within five (5) days after the Term, and after completion of any additional use by Producer of the Property, a detailed listing of all property damages or personal injuries for which Owner claims Producer is responsible, and Owner shall permit Producer's representatives to inspect the property so damaged.
8. Producer shall have the right to use or re-use the photography or other recordings of the Property in conjunction with Program and/or in any other production produced by it, its licensees or assigns, including the exploitation, advertising and promotion of same in any and all media, now known or hereafter devised, developed or discovered throughout the universe in perpetuity, and shall not be required to make any payment to Owner except as set forth in Paragraph 1 above.
9. Nothing in this agreement shall obligate Producer to photograph the Property, to use such photography, or to otherwise use the Property, but Producer reserves the right to complete any photography and/or other recording commenced on the Property. Producer shall have the right to photograph, record and depict the Property in whole or in part, accurately, satirically or otherwise, as Producer may choose, using its actual name, signs and other identifying features or without regard to the actual appearance or

name of the Property or any part of it. Producer may, at any time, elect not to use the Property by giving Owner notice of such election, in which case neither party shall have any further obligation hereunder.

10. Any and all information disclosed to or obtained by Owner and/or its representatives, employees, and/or agents of the Property (the "Parties") concerning or relating to the Program, including but not limited to the nature of certain events in the Program (the "Confidential Information"), shall be strictly confidential, and Owner hereby agrees not to disclose, and to cause each of the Parties not to disclose, any such Confidential Information via any form of social media (e.g. Twitter, Facebook, etc) or otherwise to any individual or entity. In addition, if requested by Producer, You will assist Producer in securing a confidentiality waiver from each Party.

11. All aspects of the publicity and promotion for the Program shall be at Producer's and its designee's sole discretion. The foregoing shall not be deemed to prohibit Owner from issuing publicity that includes incidental references to the Program and your involvement therein, provided the same occurs after the initial press release for the Program has been issued by Producer and does not mention the Program, Producer or any other person or entity involved therewith in an unfavorable or derogatory manner. Without limiting the foregoing in any manner, you acknowledge and agree that you shall not at any time use any of Producer's names, logos, trade names or trademarks or any Viacom Media Networks' names, logos, trade names or trademarks (including, but not limited to, Comedy Central and the title of the Program), in connection with any kind of advertising and promotion, publicity, merchandise, tie-in, product or service.

12. Owner is aware that federal law prohibits "payola" and "plugola" and Owner acknowledges that, among other things, it is unlawful to accept anything of value (except compensation payable hereunder) for promoting any product, service or company or arranging for any person to appear on the air. Owner warrants that Owner will not violate any such law.

13. Producer may transfer and assign this agreement or all or any of its rights or privileges hereunder to any entity or individual without restriction. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

14. This agreement reflects the parties' entire understanding concerning this subject matter, supersedes all prior understandings and/or communications, both oral and written, with respect to this subject matter, and may only be changed in a writing signed by both parties. This agreement shall be governed by the laws of the State of New York and the parties consent to the exclusive jurisdiction of the courts (state and federal) located within the City and County of the State of New York in connection with any dispute arising hereunder. Any litigation, action or proceeding ensuing out of or relating to this agreement shall be instituted in a court of competent jurisdiction (whether state or federal) in the City of New York and County of New York. Owner consents to service of process by registered mail, return-receipt requested at the address stated below. All representations and warranties contained in this agreement shall survive the execution and delivery of this agreement and any investigation made by Producer and/or Comedy Partners or on its respective behalf.

HELLO DOGGIE, INC.

By: _____
Name:
Title:

AGREED AND ACCEPTED:
[Insert Owner Name, if corporate entity]

By: _____
Signature of Authorized Representative

Print Name and Title

Address: _____

Telephone Number