

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

City Clerk File No. Res. 15-034

Agenda No. 10.A

Approved: JAN 28 2015

TITLE:



## RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

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

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

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

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2015 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$181,006,944.00**.

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:
25-240 Police OE	\$921,489	\$2,209,563.00
30-410 Municipal Publicity	\$5,400	\$20,000.00
30-411 Other Mun Ads	\$5,400	\$20,000.00
Drunk Driving Enforcement	\$0	\$13,386
Safe Neighborhoods Grant	\$0	\$367,513
Governor's Council on Alcoholism & Drug Abuse	\$0	\$267,379
Community Service Block Grant	\$0	\$289,520
<b>TOTAL INCREASE:</b>		<b>\$2,255,072.00</b>

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

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 1.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[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 AN EMERGENCY TEMPORARY APPROPRIATION**

**Initiator**

Department/Division	Administration	Management & Budget
Name/Title	John Metro	
Phone/email	(201) 547-5042	JMetro@JCNJ.ORG

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

**Resolution Purpose**

The purpose of this Resolution is to add grant funding received and additional funding to accounts in the temporary budget.

**I certify that all the facts presented herein are accurate.**

\_\_\_\_\_  
**Signature of Department Director**

\_\_\_\_\_  
**Date**

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

City Clerk File No. Res. 15-035

Agenda No. 10.B

Approved: JAN 28 2015

TITLE:



## RESOLUTION AUTHORIZING CALENDAR YEAR 2014 APPROPRIATION RESERVE TRANSFERS.

**COUNCIL**  
adoption of the following resolution:

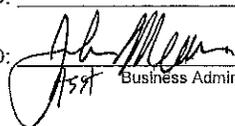
offered and moved

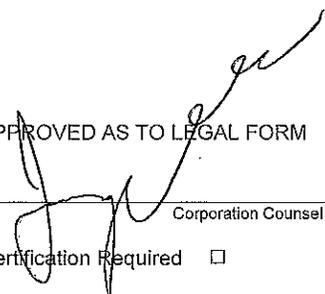
**RESOLVED**, by the Municipal Council of the City of Jersey City that the Comptroller is hereby authorized to make the following CY 2014 budgetary appropriation reserve transfers in accordance with N.J.S.A. 40A:4-59, two thirds of the full membership of the Municipal Council concurring:

		<u>FROM</u>	<u>TO</u>
25-265	Public Safety- Fire S&W	\$1,000,000	
23-220	Employee Group Health		\$1,000,000
	<b>TOTAL:</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED:  \_\_\_\_\_  
Business Administrator

 \_\_\_\_\_  
Corporation Counsel

Certification Required

Not Required

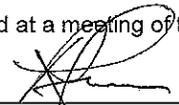
**APPROVED 9-0**

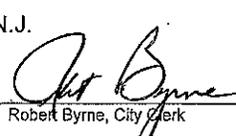
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1-28-15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

  
\_\_\_\_\_  
Robert Byrne, City Clerk

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**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING CALENDAR YEAR 2014  
APPROPRIATION RESERVE TRANSFERS.**

**Initiator**

Department/Division	Administration	Management & Budget
Name/Title	John Metro	
Phone/email	(201) 547-5042	JMetro@JCNJ.ORG

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

**Resolution Purpose**

The purpose of this Resolution is to reallocate funding to cover healthcare benefit bills occurring in the Calendar Year 2014.

**I certify that all the facts presented herein are accurate.**

\_\_\_\_\_  
**Signature of Department Director**

\_\_\_\_\_  
**Date**

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

City Clerk File No. Res. 15.036

Agenda No. 10.C

Approved: JAN 28 2015

TITLE:



## RESOLUTION OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY MAKING APPLICATION TO THE LOCAL FINANCE BOARD PURSUANT TO N.J.S.A. 40A:2-51

**WHEREAS**, in order to achieve debt service savings for the taxpayers of the City of Jersey City, in the County of Hudson, State of New Jersey (the "City") by refinancing various City bond issuances, the City is desirous of making an application to the Local Finance Board for, among other things set forth herein, (i) its review and consent to the adoption by the City of a refunding bond ordinance (the "General Improvement Ordinance") providing for the issuance of one or more series of general improvement refunding bonds of the City in the aggregate principal amount not to exceed \$14,800,000 (the "General Improvement Refunding Bonds") in order to refund certain Qualified General Improvement Bonds, Series 2007 of the City; and (ii) its review and consent to the adoption by the City of a refunding bond ordinance (the "School Ordinance") providing for the issuance of one or more series of school refunding bonds of the City in the aggregate principal amount not to exceed \$11,300,000 (the "School Refunding Bonds") in order to refund certain Qualified School Bonds, Series 2007 A of the City; and

**WHEREAS**, in efforts to realize such taxpayer savings, the City has respectively introduced the General Improvement Ordinance and the School Ordinance on January 28, 2015 authorizing the issuance of the General Improvement Refunding Bonds and the School Refunding Bonds, as applicable, the net proceeds of which shall be used to refund all or a portion of certain Qualified General Improvement Bonds, Series 2007 and Qualified School Bonds, Series 2007 A, as applicable, including the payment of a redemption premium, as applicable; and

**WHEREAS**, the City Council also previously approved the making of and the City made an application to the Local Finance Board on May 22, 2013 for (i) its review and consent to the adoption by the City of a refunding bond ordinance (the "Water Improvement Ordinance") providing for the issuance of one or more series of general obligation refunding bonds of the City in the aggregate principal amount not to exceed \$10,700,000 (the "Water Improvement Refunding Bonds" and together with the General Improvement Refunding Bonds and the School Refunding Bonds, the "Refunding Bonds")) in order to refund certain Qualified Water Refunding Bonds, Series 2006D of the City and the Local Finance Board considered said May 22, 2013 application of the City and approved of same and endorsed its consent upon the Water Improvement Ordinance on June 12, 2013; and

**WHEREAS**, the aforesaid Local Finance Board approval and endorsement of consent upon the Water Improvement Ordinance also needs to be approved and endorsed by the Local Finance Board again at its February 11, 2015 meeting, as more than a year has expired since its prior approval on June 12, 2013; and

**WHEREAS**, in accordance with the requirements of N.J.S.A 40A:2-51 et seq., the City Council desires to make application (the "Application") to the Local Finance Board within the Division of Local Government Services, New Jersey Department of Community Affairs (the "Local Finance Board") for its consent to adopt and enact each of the General Improvement Ordinance and the School Ordinance, to renew and again make the aforesaid portion of the application to the Local Finance Application requesting the reviews, consents and approvals of the Local Finance Board previously requested and received for the Water Improvement Ordinance and the Water Improvement Refunding Bonds and to issue the Refunding Bonds (collectively, the "Refinancing"); and

TITLE:

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY, as follows:**

Section 1. The Application to the Local Finance Board is hereby approved, and the City's Bond Counsel, Chief Financial Officer, Business Administrator and Financial Advisor, along with other representatives of the City, are each hereby authorized and directed to prepare and resubmit such Application, to file such Application with the Local Finance Board and to represent the City in matters pertaining thereto and the Refinancing.

Section 2. The Clerk is hereby directed to prepare and file a copy of this Resolution, the General Improvement Ordinance, the School Ordinance and the Water Improvement Ordinance with the Local Finance Board as part of such Application.

Section 3. The Local Finance Board is hereby respectfully requested to consider such Application and to record its findings, recommendations and/or approvals as provided by the applicable New Jersey Statute, including causing its consent to be endorsed upon certified copies of each of the General Improvement Ordinance, the School Ordinance and the Water Improvement Ordinance, the issuance of the Refunding Bonds and the undertaking of the Refinancing.

Section 4. This Resolution shall take effect immediately upon its adoption.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM  
[Signature]

APPROVED: [Signature]  
Business Administrator

Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[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. 15.037

Agenda No. 10.D

Approved: JAN 28 2015



TITLE:

**RESOLUTION COMMENDING MEMBERS OF THE JERSEY CITY POLICE DEPARTMENT AND THE DEPARTMENT OF PUBLIC SAFETY FOR THEIR VIGILANCE IN SOLVING THE MURDER OF RETIRED POLICE OFFICER FRANK GOGGAN**

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

**Whereas**, on Thursday, March 1, 2012, retired Police Officer Frank Goggan was brutally murdered in his home as Seaview Avenue in Jersey City; and

**Whereas**, the JCPD, led by retired Chief Thomas Comey and retired Deputy Chief Robert Kilduff along with Captain Michael Kelly, joining with the Hudson County Prosecutors Office, put together a team of dedicated officers to solve this case; and

**Whereas**, forensic and other evidence led team members Sgt. Scott McNulty, Detective Paul Jensen, Mark Inzinna and Brian Rabbitt to a person of interest and an intense investigation commenced. The investigation took the officers to various states where they enlisted the help of many law enforcement agencies; and

**Whereas**, on November 1, 2013, upon the retirement of Sgt. McNulty, Public Safety Director James Shea and Deputy Chief Phillip D. Zacche designated Sgt. Mark Conroy along with Detective Paul Jensen to continue the investigation with the Hudson County Prosecutors office; and

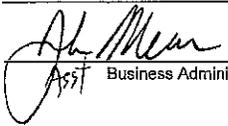
**Whereas**, the investigation grew in intensity and interviews, statements, and forensic evidence led investigators to a suspect, Anibal Cordero, who was arrested in Waynesboro, Georgia. Local law enforcement in Georgia, assisted by the Hudson County Prosecutors Sgt. Javier Toro, Detective Scott Jeffery, Detective Paul Jensen and Jersey City Police Sgt. Mark Conroy after 876 days of intense investigation; and

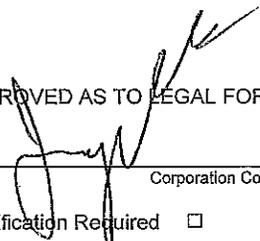
**Whereas**, through the unfaltering efforts of the Jersey City Police, the murderer of retired Police Officer Frank Goggan may have gone unsolved

**Now Therefore Be It Resolved**, that the Municipal Council of the City of Jersey City does hereby commend all of the Jersey City Police Officers who brought this vicious killer to justice.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED:  \_\_\_\_\_  
Asst Business Administrator

 \_\_\_\_\_  
Corporation Counsel

Certification Required

Not Required

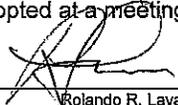
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

 \_\_\_\_\_  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 15.038

Agenda No. 10.E

Approved: JAN 28 2015

TITLE:



## Resolution Honoring Henry Greenfield and the No Limits Organization

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

**WHEREAS**, the City of Jersey City is proud to honor Henry Greenfield, for biking 3,200 miles to raise awareness for the nonprofit organization, No Limits, which provides after-school services and theater programs for children with hearing impairments; and

**WHEREAS**, Henry Greenfield was born in Hoboken, NJ to parents MaryJean Chyrek and Frank Greenfield. Henry was born with severe hearing loss which required him to wear hearing aids until he was fifteen years of age, and later received cochlear implants in both ears. A lifelong resident of Jersey City, he attended the Learning Community Charter School, followed by Academy I Middle School and then finally St. Peter's Preparatory School; and

**WHEREAS**, at the age of nine he began participating in No Limits Organization theater productions for children with hearing loss. The organization had a profound impact on his life; and

**WHEREAS**, No Limits Organization teaches deaf children the skills to succeed in school and in life through its national theater group and educational centers. This organization believes in building the self-esteem and communication skills of children who are deaf or hard of hearing by providing the highest quality of services so they can reach their potential regardless of economic status; and

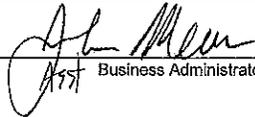
**WHEREAS**, an active member of No Limits Organization, Henry Greenfield and a riding partner biked from Jersey City, New Jersey to Culver City, California where No Limits is based. Henry came up with the idea for the bike ride as a way to advocate for the vital services it provides; and

**WHEREAS**, in completing this trip, Henry has proven to himself and many others that anyone can accomplish their dreams and create change in the world.

**NOW, THEREFORE, BE IT RESOLVED, THAT THE MUNICIPAL COUNCIL** of the City of Jersey City, does hereby honor Henry Greenfield for his charitable nature and continued leadership shown throughout his journey.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required

Not Required

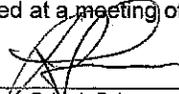
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

  
\_\_\_\_\_  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 15.039

Agenda No. 10.F

Approved: JAN 28 2015

TITLE:



## RESOLUTION TO GRANT 2014 SENIOR CITIZEN DEDUCTIONS ON VARIOUS PROPERTIES

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

**WHEREAS**, the below listed properties had filed applications for property tax deduction by person aged 65 years, or over, or permanently and totally disabled, or a surviving spouse of the age 55 years or over; and

**WHEREAS**, the Tax Assessor and Tax Collector agree that the deduction should be granted for the tax year 2014 in accordance with N.J.S.A. 54:4-8.40 et. seq. of the revised statutes; and

**NOW THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the 2014 Senior Citizen deductions are granted.

TOTAL \$ 1,750.00

SEE ATTACHED LIST

APPROVED: [Signature]  
 APPROVED: [Signature]  
 Asst. Business Administrator

APPROVED AS TO LEGAL FORM [Signature]  
 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution**

Resolution to Grant 2014 Senior Citizen Deduction on various properties

**Initiator**

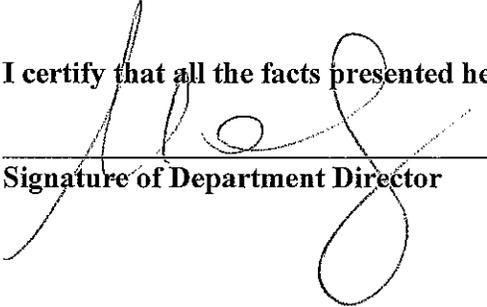
Department/Division	Administration	Tax Collection
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	5120	Maureen@jcnj.org

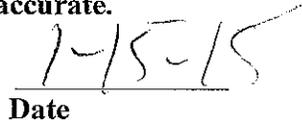
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

To grant qualifying senior citizens 65 years and older or permanently & totally disabled a \$ 250.00 tax deduction per year under NJSA 54:4-8. 40. All documents have been filed and approved with the Tax Assessor's Office.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

15.039

JAN 28 2015

Senior Citizen Deduction 2014 Second Half

OWNER	BLOCK	LOT	QL	ACCT #	S1	AMT
Artificio , Robert L.	603	59		139337	S1	\$250.00
Calilap , Felicisimo	7903	24		68247	S1	\$250.00
Jones , Kenneth	30003	2		228015	S1	\$250.00
Kosloski , Joyce	22801	1	F.1H	511824	S1	\$250.00
Lugo , Jose	15103	27		324749	S1	\$250.00
Walker , Methel	19501	7		345322	S1	\$250.00

DISABLED DEDUCTION 2014 SECOND HALF

15.039 JAN 28 2015

OWNER

BLOCK

LOT

QL

ACCT#

D1

AMT

Seymour , David

13002

14

C002C

526335

D1

\$250.00

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

City Clerk File No. Res. 15.040  
 Agenda No. 10.G  
 Approved: JAN 28 2015  
 TITLE:



## RESOLUTION TO GRANT 2014 VETERAN DEDUCTION ON VARIOUS PROPERTIES

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

**WHEREAS**, the below listed property owners have filed an application for a property tax deduction and who are citizens and residents of N.J., were honorably discharged and released under honorable circumstances from active service in a time of war in a branch of the Armed Forces of the United States; and

**WHEREAS**, the Tax Assessor and Tax Collector agree that the deductions should be granted for the tax year 2014, in accordance with N.J.S.A. 54:4-8.10(a) of the revised statutes; and

**NOW THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the 2014 Veteran Deductions be granted.

Total - \$ 2,250.00

See Attached List

APPROVED: [Signature]  
 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 1.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
 Robert Byrne, City Clerk

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**Full Title of Ordinance/Resolution**

Resolution to Grant 2014 Veteran Deduction on various properties.

**Initiator**

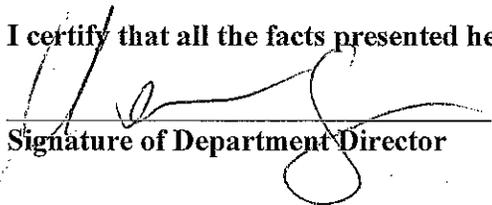
Department/Division	Administration	Tax Collection
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	5120	Maureen@jcnj.org

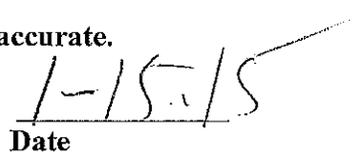
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

To grant qualifying veterans who have served during a time of war in a branch of the Armed Forces of the United States a \$250.00 tax deduction per year as permitted under state statute NJSA 54: 4-8.10. All documents have been filed and approved with the Tax Assessor's Office.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

15.040

JAN 28 2015

## VETERANS DEDUCTION 2014 SECOND HALF

OWNER	BLOCK	LOT	QL	ACCT#	V1	AMT
Brito , Hamlet	2503	14		146522	V1	\$250.00
Chan , Sherman	10302	39		252718	V1	\$250.00
Goodson , Tony A.	18506	4		344044	V1	\$250.00
Johnston , Richard	19701	26		347500	V1	\$250.00
Kosloski , Joyce	22801	1	F.1H	511824	W1	\$250.00
Rice , Preston	26406	8		211912	V1	\$250.00
Schepacarter , Florian	6502	14	C005C	146099	V1	\$250.00
Wallace , John W. Jr.	23901	31		187849	V1	\$250.00
Wanis , George	24702	21		183079	V1	\$250.00

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

City Clerk File No. Res. 145.041  
 Agenda No. 10.H  
 Approved: JAN 28 2015  
 TITLE:



**RESOLUTION AUTHORIZING THE CITY COLLECTOR TO  
 TRANSFER TAX YEAR 2014 AND PRIOR YEAR REAL ESTATE TAX CREDITS, AND  
 OTHER MUNICIPAL CHARGE BALANCES TO OPERATIONS.**

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

**WHEREAS**, various credits and/or overpayments appear on the Tax Collector's records for TAX YEAR 2014 AND PRIOR, as of DECEMBER 31, 2014; and

**WHEREAS**, the Tax Collector of the City Of Jersey City wishes to transfer these credit balances to operations with the intent to maintain an efficient bookkeeping of the tax accounting records; and

**WHEREAS**, it is in the best interests of the City of Jersey City that these balances be transferred to operations;

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City Of Jersey City, that the Tax Collector of the City Of Jersey City be and is hereby authorized to transfer these balances to operations; and,

**BE IT FURTHER RESOLVED**, by the Municipal Council of the City of Jersey City that these funds shall be made available by the city treasurer on a legitimate claim for these credits or overpayments.

APPROVED: [Signature]  
 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 1.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[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 CITY COLLECTOR TO TRANSFER TAX YEAR 2014 AND PRIOR YEAR REAL ESTATE TAX CREDITS, AND OTHER MUNICIPAL CHARGE BALANCES TO OPERATIONS

**Initiator**

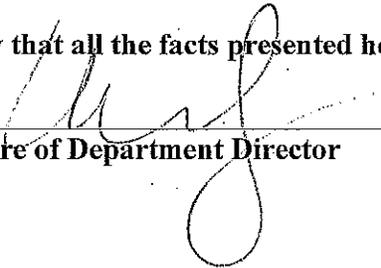
Department/Division	Administration	Tax Collection
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	5120	Maureen@icnj.org

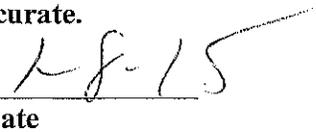
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

To transfer all credits to operations to close the year.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

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

City Clerk File No. Res. 15.042

Agenda No. 10.1

Approved: JAN 28 2015

TITLE:



**CANCELLATION OF TAX BALANCES, LOT CLEANING CHARGES, ABATEMENT CHARGES, SPECIAL IMPROVEMENT CHARGES AND CREDITS OF \$10.00 OR LESS FOR THE TAX YEAR 2014 & PRIOR.**

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

**WHEREAS**, various tax balances and credits for the tax year 2014 and prior years appear on the Tax Collector's records as of December 31, 2014; and

**WHEREAS**, bookkeeping and maintenance of such balances have become too costly for the City of Jersey City; and

**WHEREAS**, a list of these subject properties with such balances is maintained by the Tax Collector and could be verified for this purpose; and

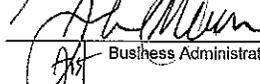
**WHEREAS**, the Tax Collector deems that it is in the best interest of the City of Jersey City that these balance be canceled from accounting ledger files; and

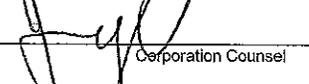
**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City Of Jersey City, that the Tax Collector of the City of Jersey City be authorized to cancel these balances.

**SEE ATTACHED SCHEDULE**

APPROVED: 

APPROVED AS TO LEGAL FORM 

APPROVED:   
Business Administrator

  
Corporation Counsel

Certification Required

Not Required

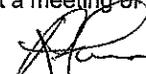
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

CANCELLATION OF TAX BALANCES, LOT CLEANING CHARGES, ABATEMENT CHARGES, SPECIAL IMPROVEMENT CHARGES AND CREDITS OF \$10.00 OR LESS FOR THE TAX YEAR 2014 & PRIOR

**Initiator**

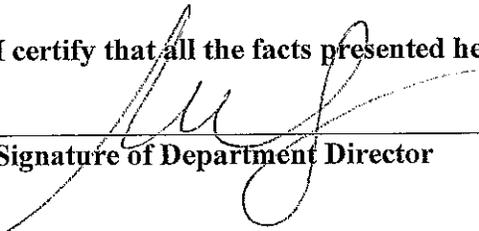
Department/Division	Administration	Tax Collection
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	5120	Maureen@icnj.org

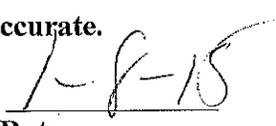
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

To cancel all tax balances and other charges for the end of the year closing.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

## Credits

Account No.	Block	Block Sflot	Lot Sfx	Qualifier	Owner Name	Year	Qtr	Credit balance
3442	14306	6			107 YORK ST.CORP.C/O WM.J.HILL PRES	2014	4	-1.82
4945	14202	37			BROWNE, DOROTHEA L. VOLPE	2014	4	-1.60
8383	14103	5			CARBONE, NANCY & JOHN	2014	4	-0.30
13128	8804	10			SINGH, HARJINDER & SIMRANA K.	2014	4	-2.50
13201	8802	2			HOLLAND MOTOR LODGE C/O CALANDRA	2014	4	-0.08
14803	14106	22			CANCRO, ALAN	2014	4	-0.10
15826	12905	19			RIVER GROVE, L.L.C.	2014	2	-0.01
17285	11403	1			BERRIOS, PEDRO & PURA	2014	3	-0.50
19133	11305	3			BUCHANAN, MONICA	2014	4	-0.94
23804	11114	18			SERAFIN, ANNE MARIE & MARY ANNE	2014	2	-0.01
24794	11205	39			JAIN, JASMINE & MANISH	2014	4	-1.49
25551	11203	4			COHN, FREDERICK H.	2014	2	-0.01
29009	12802	28			DAWALT, ROBERT & DAVID LEACHMAN	2014	3	-0.36
29397	12706	8			191 COLUMBUS, LLC.	2014	3	-0.10
30346	11108	6			TARMU, ELDAD	2014	4	-0.05
30353	11108	7			TARMU, ELDAD	2014	4	-0.70
31138	11213	1			CATRILLO, SALLY & LORRAINE LONGO	2014	4	-0.02
36996	11106	10			TADILI, A. SIDI	2014	3	-3.58
37234	11107	15			HEWITT, CHARLES & CAREY, KATHARINE	2014	2	-0.01
39958	10001	56			O'MALLEY, KATHLEEN	2014	4	-1.00
44818	9905	22			PHILLIPS, ANTHONY & HAZEL	2014	4	-5.48
46441	8502	33			DELLA MONICA, CARMINE A. & REGINA	2014	2	-0.01
48090	11006	8			CHIANESE, ANTHONY P.	2014	2	-1.00
51920	10901	102			WALDO 92, LLC	2014	1	-0.99
54932	9602	10			ANDERSON, KATHLEEN	2014	4	-8.33
56812	8101	17			409 HOBOKEN AVE. INC.	2014	4	-0.36
57661	8206	2			312 BALDWIN AVENUE %AARON BAIL BOND	2014	3	-3.88
57661	8206	2			312 BALDWIN AVENUE %AARON BAIL BOND	2014	4	-0.30
57893	8206	20			PATEL, PANNA	2014	4	-0.80
59998	6803	8			PITARO RLTY CO INC % SAL PITARO	2014	2	-0.01
61440	6802	29			MERCHAN, GUILBERT & HILDA	2014	2	-0.01
62737	5905	23			LAI, ANDREW C.	2014	4	-0.81
63396	5701	7			SAL-CON REALTY	2014	1	-7.59
63404	5701	8			SAL-CON REALTY, LLC	2014	1	-1.81
63842	5704	17			PATEL, NAGIN B. & PINA N.	2014	2	-0.01
63990	5704	2			BLEHL, JOHN & CHRISTINE SCOTT	2014	4	-6.57

64568	6701	24	KAUR, SUKHMINDER	2014	3	-6.58
64766	6603	32	PICA, MARK & GINA	2014	2	-0.10
65078	6601	33	LATCHANA, ROBERT & HAZINA	2014	4	-0.74
65433	6602	1	NESHEIWAT, AKEF & JACKLIN	2014	2	-0.15
66621	5602	57	BHATT, NITA	2014	2	-0.02
67710	7904	4	WIEGAND, DOROTHY B. C/O D. MC COMBE	2014	4	-1.20
68627	7903	42	HAFEZ, KHMIS & ELMORSY, NSREEN	2014	2	-0.01
69419	7902	23	SHREE BHUVNESHWARI REALTY, LLC	2014	4	-7.42
73775	6401	8	WASEEN ENTERRISES, LLC	2014	4	-2.50
77784	5706	39	PATEL, R.& K.& V.& V.	2014	2	-5.00
78345	5902	42	456 BALDWIN, LLC	2014	2	-0.01
79699	5803	33	SATYAM HOUSING CORP.	2014	1	-0.01
79798	5803	39	BERGER, ANNETTE J.	2014	4	-0.98
80028	4902	16	PEDEPEDOT REALTY, LLC	2014	1	-0.44
80598	5802	37	REDONA, ALFREDO S & FLORENCE O.	2014	1	-0.60
82479	5007	3	PATEL, CHADRIKA & CHETAN	2014	2	-0.01
82784	5005	27	JOHNSON, T JR.7 & M.T.& CRAWFORD M.	2014	4	-0.01
83386	5008	16	LUCCHESI, MARION	2014	1	-0.20
83592	5009	12	PRIORE, DONNA M.	2014	4	-1.31
85290	5001	10	RONDINONE, JOHN P	2014	1	-0.01
85555	4402	43	GALLAGHER, LAWRENCE & BARBARA	2014	2	-0.20
86769	4505	21	LOPEZ, JOSE	2014	1	-3.96
87536	5101	24	330-332 PALISADE, L.L.C.	2014	4	-1.85
87890	5103	7	NEAL, LYN DON & KOZAKIEWICZ, MELISSA	2014	4	-1.28
88211	4404	1	IEZZI, ROBERT J.	2014	1	-0.76
91330	3801	5	MARTIN, CAMILLE PRINCE GRIFFITH, LLC	2014	1	-0.20
91512	3801	18	ASAD, MAHER	2014	4	-0.02
91553	3801	3	HERNANDEZ, RODRIGO C. & ZOILA	2014	1	-1.00
92452	3804	17	TORRES, YOLANDA MAGELLY	2014	4	-1.11
94003	2902	13	105 HANCOCK, LLC	2014	2	-0.01
98293	2306	10	PATEL, MEETA	2014	4	-0.75
102707	2402	21	BALASA, K.&G., CAPURSO, L.& VELIKY, D.	2014	2	-1.24
105908	1704	43	520 MANAGEMENT CORP.	2014	2	-0.01
105940	1704	38	VALENTE, SERAFINA	2014	1	-0.20
106575	1703	13	SCHERER, F.&A. C/O LINDA SCHERER	2014	1	-9.38
108191	802	32	18 POPLAR, LLC	2014	2	-0.01
109173	804	54	SCHNEE, MITCHELL	2014	1	-1.14
111617	1507	9	BURNS, BRIAN & KATHLEEN	2014	4	-3.19
111708	1507	17	CITRO, VINCENT & FRANCA	2014	2	-0.10
111757	1502	13	TORTORA, MONA	2014	3	-5.90

112300	1501	3	ZAPANTHOTIS, ANDREAS	2014	4	-0.01
112706	2805	26	VITALE REAL ESTATE, LLC	2014	2	-10.00
114843	3704	53	ABRAMO, ORLANDO	2014	2	-0.50
115600	3703	25	9Z, LLC	2014	1	-0.99
116228	3702	45	CASTELLI, GIUSEPPA & JOSEPH	2014	3	-1.00
123232	3601	24	CYWINSKI, JANE	2014	3	-1.67
124925	3403	19	GONZALEZ, ANITA	2014	4	-0.92
125534	2703	10	LIM, CESAR B.	2014	4	-0.92
127522	2603	35	BUCHICCHIO, PERRY L.	2014	4	-3.09
128355	2104	12	FLAGG, THOMAS & JANE	2014	1	-4.67
128355	2104	12	FLAGG, THOMAS & JANE	2014	2	-0.20
128363	2104	13	FLAGG, THOMAS D & JANE C	2014	1	-6.97
128728	2104	31	FINLAY, JOSEPH & MARY	2014	1	-0.64
128843	2104	37	BORAWALA, JYOTI & JOYTT	2014	2	-0.10
131276	1402	26	RAISSIGUIER, CATHERINE & NELSON, L.	2014	4	-1.20
131391	1402	18	CASALS, EDGAR & CARLOTA	2014	4	-1.19
132373	1302	3	LAO, GEORGE G. & SONIA	2014	1	-0.01
133827	703	65	FASOLINO, RAFFAELE & ANTONIA	2014	2	-1.33
133827	703	65	FASOLINO, RAFFAELE & ANTONIA	2014	4	-0.96
134999	505	4	TADROUS, PILAR	2014	2	-0.01
135509	403	70	SALTARELLA, MARIE & TERESA	2014	1	-1.00
137547	303	31	PANDOLFO, ANTONIO & GIAVANNINA	2014	4	-3.81
140186	602	48	FERNANDEZ, JOSEPH & MARIA T.	2014	4	-0.80
141242	1301	21	RASHID, ABDUL & NIGHAT	2014	4	-0.02
141333	1301	26	PATEL, BALVANTBHAI	2014	3	-0.11
141333	1301	26	PATEL, BALVANTBHAI	2014	4	-7.50
143172	1202	24	GUALTIERI, ANGELA & DOREEN	2014	2	-0.01
143834	2005	9	3515 KENNEDY BLVD CORP	2014	4	-3.78
144568	2003	27	FRAGLIOSI, JAMES & ROXANNE	2014	2	-5.50
146654	2503	23	HUSSAIN, MAQSOOD	2014	1	-0.02
149252	3406	8	URGILES, MARCO & CORREA, LINA	2014	2	-0.03
151217	4202	3	CHRZANOWSKI, DENNIS	2014	3	-0.01
151712	4201	47	CHOKSI, RAJNI & REKHA	2014	1	-8.67
152074	4203	26	DE MEO, MICHAEL & JOSEPHINE	2014	4	-6.26
152819	4602	22	MEDINA, TERESITA & EDGARDO	2014	2	-0.01
152876	4602	28	JIMENEZ, JOSE L. & GOMEZ, YANALIS	2014	4	-1.59
153908	4604	11	KUMAR, SATISH & BHASIN, RAKSHA D.	2014	2	-0.67
154369	5401	37	CHOPRA, RAKESH & MANISH	2014	4	-0.60
154450	5401	8	PATEL, R. & K. & N.G. & C. PATEL	2014	2	-4.18
154955	5404	12	BALDHA, KANU A. & MANJULA A.	2014	1	-0.14

160788	28501	42		MORALES, JOSE E. & SANCHEZ, ANA I	2014	1	-2.39
160887	28501	37		REYES, EDILBERTO & REYES, OLIVIA	2014	2	-0.01
161554	28502	49		CLEARY, R.& J.& SCOLLAN, E.& ROBERT	2014	2	-0.30
164574	27806	17		KEARNS, ROBERT J. & DENISE	2014	1	-6.85
164574	27806	17		KEARNS, ROBERT J. & DENISE	2014	2	-0.85
164574	27806	17		KEARNS, ROBERT J. & DENISE	2014	4	-0.90
164699	27806	6		LANNI, JACQUELINE	2014	1	-0.01
165472	27803	19		PERSAUD, BHOMILA	2014	1	-5.59
166090	26703	32		LAGASCA, TEODORO & LINDA	2014	4	-0.14
167379	27901	44		DOHERTY, JOANNE	2014	4	-0.53
167841	28002	14		PRASAD, HEMWATTEE & ARSLANOVIC, A.	2014	1	-0.56
167973	28002	20		DEVADOSS, SELVAMARI	2014	2	-0.01
168088	26702	2	C0017	STANCIL, BARBARA	2014	2	-0.01
168997	26703	21		GARO, ELIZABETH	2014	3	-0.90
170076	28001	27		212 CLINTON AVE., LLC	2014	1	-8.79
170076	28001	27		212 CLINTON AVE., LLC	2014	4	-7.71
170670	26801	14		355 DANFORTH, LLC % 359 DANFORTH, LLC	2014	2	-0.01
172098	26904	12		KEATING, P & D & M & M	2014	4	-4.00
174490	26201	14		BOODOO, ALLAN & SHEILA	2014	4	-3.77
174821	26901	5		YONT, JONNATHAN A.	2014	4	-10.00
177386	25501	17		GREENVILLE HOSPITAL	2014	2	-0.01
180695	24803	11		GAITAN, SHARON & OMAR	2014	4	-0.01
183426	24702	56		WEGODSKY, ROBERT & ETHEL	2014	4	-0.20
183657	24702	75	C000D	CONCEPCION, REYNALDO & VICTORIA	2014	4	-1.47
184457	23802	22		TOMASZEWSKI, LORRAINE	2014	4	-0.09
185223	23904	8		HEWITT, IVY	2014	2	-0.13
188284	23802	8		ARKAIS, GENDAWATTEE	2014	4	-0.95
190074	22802	7		VAN DEN BROECK, JOZEF & CORAZON P.	2014	1	-0.65
190074	22802	7		VAN DEN BROECK, JOZEF & CORAZON P.	2014	4	-7.12
191668	22002	24		PEREZ, ABAD	2014	2	-0.01
192419	21802	17		HABIB FAMILY TRUST	2014	1	-0.01
194563	23203	33		83 MYRTLE AVENUE, LLC	2014	2	-0.01
194837	23501	35		CMD CHURCH, LLC	2014	3	-1.08
194928	23501	54		JOHNSON, DORISE E.	2014	2	-8.66
195800	23405	11		BROWN, SHEP D.	2014	1	-1.66
199463	23402	12		DUNGO, LILIA & AI CHU P.GO	2014	1	-0.36
201624	24002	48		HINES, GARRISON T. & LUBERTHA	2014	2	-0.01
203216	25101	52		GONZALEZ, EVILIO & SILVIA	2014	3	-0.41
203323	24905	8		PEREZ, J.&N.	2014	4	-0.48
203638	24904	21		BOWERS, LULU	2014	1	-4.19

205948	24903	13	DAILEY, BENJAMIN & EURLINE	2014	2	-0.34
206185	24902	13	YMK REALTY, L.L.C., HOPSTEIN, MOSHE	2014	1	-8.18
208298	25801	19	TILLER, EARLENE	2014	4	-0.58
209510	26402	16	HAVERLOCK, STEPHEN & C. ET AL	2014	4	-1.00
211888	26406	11	DECKER, DORIS R.	2014	4	-4.68
211896	26406	10	DECKER, DORIS R.	2014	4	-4.46
211912	26406	8	RICE, PRESTON & BRENDA	2014	3	-0.02
211953	26406	4	GASKINS, CHERYL	2014	1	-4.01
212126	26405	7	RODRIGUEZ, RUBIELA	2014	3	-0.10
213553	27201	27	STERN, GARY & TREDA M.	2014	3	-0.01
215343	27205	11	CARSWELL, CHERYL	2014	2	-1.76
216465	27101	11	PAGAN, LORI	2014	4	-4.67
218032	28101	8	RYAN, JOHN A. & JOAN M.	2014	4	-0.74
218784	28701	42	MISSIHA, SAMY	2014	4	-0.72
219824	28102	49	212 CLINTON AVE., LLC % BHOMILA P.	2014	1	-7.20
219824	28102	49	212 CLINTON AVE., LLC % BHOMILA P.	2014	4	-8.25
220244	28601	2	PUKALUK, GEORGE M.	2014	4	-3.86
220509	28602	28	SCERBO, EUGENIO	2014	3	-0.22
223008	29203	13	ARSLANOVIC, ADAM	2014	1	-0.81
223107	29203	70	TREYES, XERES & SUSAN	2014	2	-1.63
224634	29602	35	ITWARU, BIJULEE DEVI	2014	4	-0.20
227991	30003	4	PALCES, TRIJIDIA	2014	4	-9.27
233585	28801	4	GIBSKIDS JC, L.L.C.	2014	2	-0.01
234427	30106	19	BISSON, RAMNARINE	2014	2	-0.01
236331	29502	13	CARNEY, THOM.M. & MARILYN KENNEDY	2014	4	-2.84
236596	29502	34	PIMENTEL, ISABEL & SEVERINO, MIGUEL	2014	2	-0.01
236877	29503	24	WILSON, RAYMOND & ROSE	2014	1	-2.00
237966	28904	8	DA CRUZ, JOHNA.	2014	2	-0.03
239566	25901	39	D'ANDRADE, JOHN & JOY MOSES	2014	4	-0.02
240135	26001	4	VEALE, ROBERT	2014	1	-0.07
241158	24201	107	OJELKERE, OLAYINK S.	2014	4	-0.91
242420	25903	14	HARPER, BEN & MARY	2014	1	-0.01
242941	25202	16	HILL, MAUDELL	2014	4	-1.78
243329	25202	55	COLLINGWOOD URF LLC% DIXON ADVISORY	2014	2	-0.01
243998	25201	37	PARKER, E&D	2014	4	-0.95
244129	25201	51	MILLER, W&E	2014	2	-2.64
245381	24102	35	MONROE, U&S	2014	3	-3.61
251017	9203	4	10 LIBERTY AVENUE, LLC	2014	4	-0.70
253237	10302	11	IPPOLITO, NICHOLAS & MARIE	2014	4	-1.20
253351	10302	23	DAYAL, KANISHK	2014	1	-0.56

253914	10301	73	DY, ROSALIE L.	2014	2	-0.43
254540	10203	48	TEDESCO, PATRICK, TRUSTEE	2014	1	-1.42
260513	14704	42	SEOJATAN, KUNAL	2014	1	-0.69
260596	14704	34	MARTINEZ, MARQUERITE	2014	1	-3.17
265058	18206	74	ROOSEVELT PROPERTY HOLDINGS, LLC	2014	2	-0.46
266650	18103	65	GEBRAEEL, PETER & EREENY	2014	3	-0.03
267096	19201	55	RAMPAUL, ROSHNIE-M.	2014	2	-2.48
267864	19202	52	LEE, JOON HWAN	2014	4	-1.30
269779	19102	38	J. & S. EQUITY ASSOC. C/O W.R. CLEVEN	2014	2	-0.01
270678	19203	36	BRICK & MORTAR ASSOCIATES, LLC	2014	4	-0.70
271148	19203	7	CABANIT, L. & L. & C. & F. & J.	2014	1	-0.01
271148	19203	7	CABANIT, L. & L. & C. & F. & J.	2014	2	-0.01
271981	20501	1	MALLORY PROPERTIES, INC.	2014	2	-9.94
272021	20501	5	ELITE PROPERTY HOLDINGS, LLC	2014	4	-1.10
272104	20501	13	212 CLINTON AVE., LLC	2014	4	-8.64
273078	20502	13	65 WILLIAMS, LLC	2014	4	-1.61
273755	19107	39	DEMELO, DEBORAH & RONALD	2014	4	-0.75
275891	20801	41	K & R REALTY WESTSIDE, L.L.C.	2014	2	-0.01
276337	20801	83	DENNEHY, WILLIAM & NANCY	2014	4	-0.96
276527	20801	7	VALENZUELA, NEENAH ROSE	2014	4	-0.91
277103	20402	43	GILYARD, TERRANCE	2014	1	-3.21
277350	20402	18	TIRADO, LOUISA	2014	1	-0.02
277772	20702	42	CHULI, SHAMRAJ	2014	4	-1.19
277830	20702	36	KATSANIS, LOUISE & FEHR, MICHAEL H.	2014	1	-0.01
278358	20802	53	TIRADO, AFREDDO	2014	3	-1.26
286419	21001	24	JEFFERSON, ERROL & ENA	2014	3	-1.66
287474	20602	84	VENERACION, EDWIN, CARREL & CRUZ, C.	2014	2	-0.03
288126	20601	45	BASALATAN, EMILY, ARNULFO & NINFA ZATE	2014	2	-0.01
289314	19303	35	BRU, ORLANDO & ALEXANDRIA	2014	1	-0.20
291260	18402	11	JENKINS, DOROTHYA	2014	2	-0.01
292029	19301	62	GULF CONTRACTING ENTERPRISES	2014	1	-0.01
292128	19301	63	SALEM, MOSES E.	2014	2	-0.01
292904	18404	21	KELLY, AMOLLON & ROSANNA	2014	4	-3.00
293407	18302	26	STERNBERG, CHARLES	2014	1	-0.20
296590	17802	4	GANDHI, NILESHKUMAR	2014	4	-1.00
299693	16401	35	LOPEZ, MANUEL A	2014	4	-1.06
301523	16501	16	HORIZON HEALTH CENTER, INC.	2014	1	-0.90
302059	16301	30	QUIGLEY, ROBERT D. & LORETTA A.	2014	2	-0.28
303636	14906	5	MERCADO, GONZALO, MARIA & ALEX M	2014	3	-3.62
304188	14904	12	NAMKUNG, JIN & JUNE	2014	3	-0.09

306506	13302	5	MCCARTHY, AIDA Z.	2014	1	-2.94
307363	13203	25	SURBAN, N.& E.,& J.& R.& R.& E.	2014	2	-0.02
311613	10603	23	ALI, IRFAN	2014	1	-0.04
312363	10502	48	89 ROMAINE, LLC	2014	4	-1.20
312975	10501	15	GEN2 INVESTORS, LLC	2014	4	-1.20
313700	9303	5	103-105 TONNELLE, LLC	2014	2	-0.01
314674	10601	16	KELLY, SEAN & ROBERT P.	2014	4	-0.01
314922	10601	6	DALAL, NAVIN & ARUNA	2014	1	-0.40
315747	10704	30	JONES 22 CAPITAL, LLC	2014	4	-0.74
315770	10704	27	GARCIA, BERNICE	2014	2	-2.80
317503	12107	14	MILLER, ALICE J.	2014	1	-2.25
318352	12203	47	MESHIRIKY, SHERIF	2014	2	-0.01
322008	12406	10	PIROG, ROMAN & MCINTYRE, STEPHEN J.	2014	2	-0.01
322271	13501	1	MC GUINN, MICHAEL & MARY	2014	4	-0.81
324160	13504	13	537 MERCER STREET, LLC	2014	2	-0.79
324632	15103	16	CHEN, SA	2014	4	-5.51
325670	15201	36	FABIANI, MARIA	2014	1	-0.01
325811	15004	35	KIM, JOHN C.& SEUNG HEE	2014	3	-0.50
326397	15201	83	HAND, OSHIEL	2014	4	-0.80
326991	15003	24	SAMANT, VANASHREE	2014	2	-3.45
328286	16801	40	ZAMBRANO, CARMEN M.	2014	4	-0.69
328328	16801	36	ZERKTI, HOUDA	2014	2	-0.01
328807	15202	33	GATEWOOD, ANDREA	2014	2	-0.21
330472	16802	14	DEVRE, PARIKSHIT	2014	4	-0.76
331926	16702	8	HANIFF, MOHAMED SARFARAZ	2014	4	-6.50
331942	16702	10	WILLIAMS, BRENDA	2014	4	-6.88
332577	16701	18	P & D VENTURES, LLC	2014	4	-2.34
332981	17002	16	LE BLOIS, M.ETAL	2014	2	-0.01
334573	17003	38	VENABLE, ROBERT	2014	3	-1.10
335307	17001	14	STAPLETON, ADELE L	2014	1	-0.03
335307	17001	14	STAPLETON, ADELE L	2014	2	-0.89
338004	17902	8	PAVON, R.& R.& R.&E.HERNANDEZ	2014	4	-0.06
343343	18503	25	4 SIEDLER, LLC	2014	3	-10.00
344218	18505	22	BOWENS, SAMUEL & CAROLYN	2014	2	-0.01
344606	19402	14	TYLER, FRANK	2014	4	-0.26
345058	19501	34	MAHABIR LARRY SOOKDEO	2014	3	-1.08
347955	19702	12	ERVIN, BARBARA T. & WASHINGTON, GLORIA	2014	2	-2.98
348748	21303	26	GENTRY, DELIA	2014	3	-0.44
349035	21302	17	SALLEY, GWENDORIA	2014	2	-0.99
350546	21305	14	BRENNER, AYAL ZVI	2014	4	-0.81

351551	19503	78		MORRISEY, PAMELA A.	2014	4	-0.98
351882	19503	64		HULL, ROSANNA	2014	1	-0.05
352823	21101	74		DOWDELL, MARGARET	2014	4	-4.21
353904	22501	1		SHUAIB, SYED TARIQ	2014	3	-1.94
357764	23201	32		ELGAMAL, SAFINAZ M.	2014	3	-0.54
361014	21401	19		LAWRENCE, MARK & DAVID, HAYES, HARE J.	2014	1	-3.24
361550	21402	16		IKLADOUS, ROBERT	2014	4	-2.71
363556	22703	48		SELDON, DAVID M.	2014	1	-0.13
363556	22703	48		SELDON, DAVID M.	2014	2	-0.14
364679	22701	35		SALIB, NASHAAT & DIANA	2014	1	-0.39
366286	23304	30		BONCY, RACHELLE	2014	2	-0.30
368605	18901	22		ISC, LLC	2014	4	-2.13
368936	20101	68		LIM, WEI JEN	2014	2	-0.01
372797	20302	21		L.V. SAPPHIRE HOLDINGS, LLC	2014	3	-5.27
374157	20003	5		WILSON, LORETTA	2014	4	-0.01
374256	20003	23		222 VAN HORNE, LLC	2014	2	-0.01
377713	19002	17		KEEGAN, JOHN F. & DAVISON, GINA A.	2014	4	-0.32
379123	15403	2		KO & CHIANG HOLDING CO. L.L.C.	2014	4	-0.14
391201	11501	34		SALAZAR, RENATO & ALIDIA	2014	4	-0.01
396028	12504	34		ROWE, TERESA & LAI, MARGARET	2014	2	-0.01
396408	27502	5		HUGO NEU SCHNITZER EAST	2014	2	-0.01
396812	26705	1		MON WEST REALTY CO. INC.	2014	4	-0.97
398818	8605	1	C001P	WOJCIK, M.; ADAMS, K. M.; LEE, W.	2014	4	-0.59
399956	12005	1	C308E	JOHER, ABDUL	2014	4	-0.47
400069	12005	1	C404S	EPPSTEIN, LEE B. & KAREN L.	2014	2	-5.49
400184	12005	1	C508E	GEN2 INVESTORS, LLC	2014	4	-0.38
400986	2202	15	C0B10	RUPPERT, MARIE-LOUISE	2014	3	-5.79
401570	11005	33		CHASSEN, ROBERT	2014	3	-0.04
402289	14401	32	C001A	GARVEY, JOHN & CHEE, JULIE	2014	4	-1.10
402990	14103	51		WANG, JINSONG & FANG, KUN	2014	2	-0.01
404954	8605	2	C003E	DAVIS, DOUGLAS & BARBARA	2014	4	-0.41
406082	12808	15	C0002	KERSTEIN, VIVIAN S.	2014	3	-0.08
407544	28404	14		REYES, JESUS	2014	4	-7.50
409995	20702	30	C0005	HANAN, DANIEL & TALIA	2014	2	-2.34
411298	15004	5	C002L	CEKOT, MICHAEL	2014	2	-0.05
411314	15004	5	C002N	BINDLER, YAKOV & PROKOP, JANE	2014	3	-2.98
411322	15004	5	C003E	LUM, PAUL W.	2014	1	-0.02
411322	15004	5	C003E	LUM, PAUL W.	2014	2	-0.02
412320	13302	17	C004N	SARMIENTO, MARIA	2014	2	-0.01
415547	6502	14	C001M	MALHAN, SURENDER	2014	1	-6.00

415547	6502	14	C001M	MALHAN, SURENDER	2014	4	-0.24
415554	6502	14	C001N	MALHAN, SURENDER	2014	1	-9.43
416248	6502	14	C006B	GRIGGS, JUDITH L., LIM, T.B., LIM, TERES	2014	3	-6.75
416248	6502	14	C006B	GRIGGS, JUDITH L., LIM, T.B., LIM, TERES	2014	4	-0.45
417006	6502	14	C010P	YU, WAI HON	2014	4	-0.72
417014	6502	14	C010R	SONI 10 HURON LLC	2014	4	-6.83
417345	6502	14	C012S	BITONDO, VITO & MARY JO	2014	4	-0.20
417972	6502	14	C017R	GEN2 INVESTORS, LLC	2014	4	-0.35
419374	6502	1	C009D	RAO, SUKANYA & THOWDUR, SHIVAPRASAD	2014	4	-0.77
419986	6502	1	C012P	225 ST. PAULS AVENUE LLC.,	2014	1	-3.12
420471	6502	1	C016M	LIANG, JINLIAN	2014	3	-7.41
421743	6502	2	C006L	WONG, FEI WEN	2014	2	-0.01
422014	6502	2	C007W	AHMED, SADAF FIRDAUS	2014	3	-6.49
422014	6502	2	C007W	AHMED, SADAF FIRDAUS	2014	4	-0.42
422329	6502	2	C009M	WALKDEN, RACHEL	2014	2	-0.01
422600	6502	2	C011B	HUGERICH, WALTER & FLORENCE	2014	4	-5.35
423442	6502	2	C016K	BUDIHARTO, MARIA CICILLIA NELLY	2014	4	-0.76
423475	6502	2	C016N	PIERMONT MADISON CORP.	2014	4	-1.42
423483	6502	2	C016P	KARAKI, YASKO	2014	1	-3.91
424481	13304	1	C0308	LI, HONGLIU & QUI, LAN	2014	4	-3.86
424556	13304	1	C0402	KHAROB, H.	2014	1	-0.19
424556	13304	1	C0402	KHAROB, H.	2014	4	-1.89
424689	13304	1	C0502	KHAROB, HAIAM	2014	1	-0.19
424689	13304	1	C0502	KHAROB, HAIAM	2014	4	-1.89
425181	10503	7	C0104	MOSES, DAVID	2014	3	-7.63
425181	10503	7	C0104	MOSES, DAVID	2014	4	-7.91
426247	12705	12	C002A	RENTECH, LLC	2014	4	-0.60
426353	12705	12	C004D	RENTECH, LLC	2014	4	-0.45
426460	12705	12	C007C	RENTECH, LLC	2014	4	-0.61
427088	10006	11	C004A	CARTERIAN HOLDINGS, INC.	2014	2	-2.00
431098	12002	3	C001E	CHU, BING SUM & SAU WOOD	2014	2	-0.04
431338	12002	3	C004D	AIT-AALI, SAID & AMENGAYE, AICHA	2014	1	-2.14
431338	12002	3	C004D	AIT-AALI, SAID & AMENGAYE, AICHA	2014	4	-0.31
431510	12002	3	C006E	ESTEVEZ, ROSALBA & SANTOS, JOSE	2014	4	-0.40
431759	14802	12	C0105	GRILLO, ANTHONY & GERALDINE	2014	1	-7.55
431858	14802	12	C0207	FELICIA, GLADYS C.	2014	1	-0.79
432286	26703	13	C0005	MOFFATT, WILBERT & DWAYNE	2014	2	-0.89
432310	26703	13	C0008	BERNARDES, JOAO	2014	2	-3.82
432401	7803	10	C0002	SEKULA, GLORIA	2014	3	-4.53
432575	7803	10	C0041	YEH, JONATHAN & SETO, MARY	2014	4	-0.32

432674	7803	10		C0055	GEN2 INVESTORS, LLC	2014	4	-0.36
433466	13204	25		C0017	WANG, JINSONG & FANG, KUN	2014	2	-0.01
433946	14101	2		C0001	SHMULOVICH, JOSEPH & ANAT	2014	1	-1.71
433946	14101	2		C0001	SHMULOVICH, JOSEPH & ANAT	2014	3	-1.71
435214	10502	46		C0006	MARTALUS, CHRISTOPHER M.	2014	4	-7.52
436063	16501	42		C007H	BIDA, ANDRZEJ & MARTA H/W	2014	4	-0.44
436931	26401	1		C003F	CY JERSEY LLC.% J. HUNTER	2014	4	-0.59
437996	27503	11	101	C0024	NAWANI, REENA	2014	2	-0.01
438101	27503	11	101	C0066	KRISHNASWAMI, M. & OGOTI, A.	2014	2	-0.32
438622	27503	11	110	C0051	HOCHRON, SHABNAM SAFAI	2014	2	-0.01
439448	27503	11	204	C0021	MC DERMOTT, JAMES	2014	1	-0.10
439828	27503	11	206	C0072	WEST, LISA & CLASSI, SUSAN	2014	2	-0.01
440339	27503	11	207	C0055	MILLER, MARIBETH & DOMINO, GERALDINE	2014	4	-0.09
440842	27503	18		C0004	MAYORQUIN, BERTHA	2014	4	-0.62
446559	20601	32		C0103	BERLINER, JOEL	2014	4	-4.22
447219	10008	28		C0108	FISHER, DAVID M. & KARRAS, STEPHANIE	2014	4	-1.52
447573	10006	8		C003W	CHANG, HELEN S.	2014	3	-8.25
448340	14404	2		C0107	GORDON, AYANA	2014	4	-4.58
449728	13903	7		C001E	CONSUEGA CAPITAL, LLC	2014	1	-2.47
450106	4502	2		C00B5	CASTILLO, MARIA	2014	2	-0.01
450502	4502	2		C00J3	FILIPPATOS, JOHN	2014	4	-0.29
453217	13303	25		C002N	CAO, DAVID & CAO, JACKSON	2014	1	-1.00
453555	10007	24		C0404	KAUSHANSKY, SAMUEL & FAVELYUKIS, R.	2014	4	-1.10
453662	10007	24		C0PU8	WANG, JIANGPENG & OUYANG, YIWEN	2014	4	-0.11
453738	10007	24		CPU15	DE PERRO, LUCILLE	2014	4	-1.54
453761	16501	38		C003A	36 DUNCAN CONDOMINIUM ASSOCIATION	2014	2	-0.01
454017	16501	38		C003E	HODGKINS, CAROLINE E.	2014	2	-0.01
454629	5101	35		C004A	KENSINGTON C6, LLC	2014	3	-4.92
456228	17702	42	1	C0402	GORTZOUNIAN, NICHOLAS V.	2014	2	-3.03
458034	7302	23		C2701	RAWAL, AMIT	2014	3	-9.91
458489	7302	23		C0603	CHEN, CLARA	2014	3	-0.10
459438	7302	23		C0406	ZHANG, YAN & ZHOU, XUELONG	2014	4	-0.10
460006	7302	23		C3107	NG, TIN YAN	2014	3	-1.73
460329	7302	23		C3108	ANTONOPOULOS, ANDREAS	2014	4	-0.45
460436	7302	23		C0909	ANNA KARPMAN, TRUSTEE OF THE AK 2012	2014	3	-1.84
460725	7302	23		C0710	KARPMAN, ANNA & ERIC	2014	2	-0.03
460725	7302	23		C0710	KARPMAN, ANNA & ERIC	2014	3	-1.39
460725	7302	23		C0710	KARPMAN, ANNA & ERIC	2014	4	-0.09
461590	7302	23		C3212	45 RIVER DRIVE REALTY, L.L.C.	2014	2	-2.83
461590	7302	23		C3212	45 RIVER DRIVE REALTY, L.L.C.	2014	3	-5.71

461921	7302	23	C3414	KHURANA, AMIT & JOGANI, PRATIKSHA	2014	2	-0.10
462069	7302	23	C1715	TSAI, CHAO CHING	2014	1	-0.49
467233	22001	4		CIASULLI, ROBERT % ANTON SEMPRIVIVO	2014	3	-0.80
467233	22001	4		CIASULLI, ROBERT % ANTON SEMPRIVIVO	2014	4	-1.67
468561	13302	23	C0A10	BERGEN AVE.ASSOC.C/O OSTROW	2014	2	-0.01
468736	13302	23	C0B12	CHEN, JANEC & KUEI-SHENG	2014	1	-5.00
470468	11110	2	CAP10	KHOMYCHUN, NADIYA	2014	4	-6.99
472159	3406	15	C0046	HALL, KIM	2014	4	-1.39
475830	12107	27	C002C	GOLLOB, ROBERT	2014	1	-0.01
476812	3603	20	C0E10	NOY, MULI SHMUEL	2014	3	-0.15
477109	10501	21	C0024	YANG, YUNHUI	2014	1	-9.09
478073	17601	11	C304A	MULAKAVALUPPIL,BIJU & DEY,SUMONA	2014	3	-4.18
478073	17601	11	C304A	MULAKAVALUPPIL,BIJU & DEY,SUMONA	2014	4	-0.27
478818	12706	1	C0001	MOREIRA,MARIO	2014	2	-0.01
479006	2306	11	C0003	SAGMAN, RONNET & JOSEPH	2014	1	-0.28
480376	26102	7	C002G	BASILLOTE, JAY B. & DALE B.	2014	4	-0.87
480574	26102	7	C03G1	KKM GRACE, LLC	2014	4	-0.66
481440	26102	7	C006V	MITCHELL, JUDSON JR.	2014	4	-0.81
481507	26102	7	C007D	SIVARAMAKRISHNAN, KUMARAMURTHY	2014	1	-0.13
483933	14106	41	C002C	GREENBERG, SANDRA	2014	3	-9.14
485193	10901	29	C005A	NDOYE, ABDOU & SEYDINA	2014	2	-0.01
487108	10601	2	C0017	RITCHWOOD, BARBARA	2014	3	-0.62
487439	17601	9	C0301	PARKER, LUANN C.	2014	3	-8.51
487439	17601	9	C0301	PARKER, LUANN C.	2014	4	-0.55
487983	16302	5	C0006	SKY TRADE & PROJECTS,LLC.%J. HUNTER	2014	2	-0.01
487983	16302	5	C0006	SKY TRADE & PROJECTS,LLC.%J. HUNTER	2014	3	-4.08
488007	16302	5	C0008	WANG, JINSONG	2014	2	-0.01
490862	26102	7	C19B2	WEAVER, GLENN P.	2014	2	-0.54
490862	26102	7	C19B2	WEAVER, GLENN P.	2014	4	-6.09
491811	26102	7	C014F	LAXMAN AVHAD, HARESH & CHOURE,DISHA	2014	2	-0.01
492157	26102	7	C017Q	DONNELLY, ROSE A.	2014	4	-0.81
493114	17402	8		RICE, KENNETH	2014	3	-0.21
495010	26102	7	C20J1	ORR, DARRELL J.	2014	1	-0.16
495184	26102	7	C21F2	HUQ, SMMUNIRUL & JESMINE	2014	4	-0.79
499087	26102	8	C032H	SHAH, NIHAR R. & MEHTA, MUKTI S.	2014	2	-0.02
499467	26102	8	C036K	LETT, CHESTER & DANNETTE	2014	4	-1.18
502146	26102	9	C052L	FORTE, GLORIA	2014	4	-0.89
502401	26102	9	C049A	SEMAAN, AIMAN	2014	4	-0.95
502633	26102	9	C049X	MORIZZI, M. C/O A SINISCALCHI	2014	4	-8.28
505941	26804	27		PRODON, MARIA M. & LOBARITO G.	2014	4	-1.28

506543	14106	41	C0GU9	GREENBERG, SANDRA	2014	3	-0.46
513267	27503	20	C208B	SHANES, NANCY	2014	4	-1.08
513523	27503	20	C104C	MORTENSEN, CAROLE A.	2014	3	-1.93
513523	27503	20	C104C	MORTENSEN, CAROLE A.	2014	4	-0.14
513861	27503	20	C028D	TAMBWEKAR, UNMESH & KHARKAR, POOJA	2014	4	-0.14
514729	27503	20	C0PU8	KONSTAS, MIKHAIL & SIRITHORN, SANDY	2014	3	-1.24
515098	25602	9		BROWN PROPERTIES, LLC% ALLINE BROWN	2014	3	-3.29
515098	25602	9		BROWN PROPERTIES, LLC% ALLINE BROWN	2014	4	-0.23
515247	13303	30	C0203	4196-KENNEDY BLVD,LLC%THE COMMUNITY	2014	1	-2.50
515874	4503	17	C002E	ZEIN, ABUDI & SABINE ROCHR	2014	1	-0.01
517169	14404	1	C002N	COLAIANNI, WILLIAM R., AS TRUSTEE	2014	2	-0.01
517235	14404	1	C003F	MEAGHER, RACHEL Y. & DANIEL J.	2014	4	-0.09
517375	14404	1	C004F	GREENBERG, KATHRYN DUTY	2014	2	-1.33
519009	14102	36		SADEK, ISMAIL	2014	1	-4.02
522979	7303	5	X	JPMORGAN CHASE BANK, NATIONAL ASSOC	2014	3	-0.01
524918	27503	20	C096N	BUTTERS, SALLY % DELOITTE /TOKYO	2014	2	-1.93
525709	20001	29		COMMUNITY HOUSING IN PARTNERSHP,INC	2014	2	-0.01
526962	13002	14	C0P13	SEYMOUR, DAVID & AVRAHAMI, EYAL	2014	3	-1.55
526962	13002	14	C0P13	SEYMOUR, DAVID & AVRAHAMI, EYAL	2014	4	-0.10
528521	12905	22	C001C	DUPREE,ROBERT & ECHEZURIA,ALEJANDRA	2014	4	-0.15
529750	27503	11	110 C0024	FISCHER, DAPHNE	2014	2	-5.03
531616	26102	18	C011L	ROUSE, ERIC	2014	1	-1.18
531848	26102	18	C13F1	SETTRA, NAGARAJA & KOKILA	2014	1	-5.00
533349	26102	15	C0025X	KUNTA, MOHAN & SRIDEVI	2014	4	-1.18
533745	26102	15	C29C1	ALMEIDA,CHRISTOPHER & VIVIANNE J.	2014	2	-1.27
536185	24307	7		WA RESIDENTIAL CO.,LLC % WILLOWBEND	2014	1	-0.02
538140	27503	21	C409B	SHARMA, LAXMINARAYAN	2014	4	-5.88
538751	8502	6	C001R	CORDONA,L,D,J.JR.,JIRAU,E.& ROMAN,F	2014	4	-0.01
538843	27004	13	C001R	MATTHEWS, MONICA	2014	3	-0.12
544239	15802	25	C0228	300 COMMUNIPAW, INC.	2014	2	-0.48
544320	15802	25	C0237	95 VAN DAM URBAN RENEWAL, L.L.C.	2014	2	-0.15
546440	22404	12		JC MORTON PLACE, LLC	2014	3	-8.17
547554	21701	6	C0201	KAO, JENNIFER & LEE, KIN HUNG	2014	3	-1.12
547620	21701	6	C0208	DHRUV, MANISHA	2014	2	-0.06
547828	21701	11	C0312	PAI, CAROLINE	2014	4	-0.07
548834	6102	5	C0209	KINDELLER, CASSONDRA	2014	4	-9.07
549345	6102	5	C0904	SUN, CHAO	2014	4	-0.07
549576	6102	5	C1107	CAROL & DAVID ASSOCIATES	2014	1	-0.49
551077	14304	4	C003C	ROSSI, CHRISTOPHER	2014	4	-1.48
554048	11009	17	C0002	SPINCOLA, STEVEN	2014	4	-1.50

554089	22403	11	C0002	JULIAN, MALCOLM	2014	4	-0.36
554642	11603	34	C0802	CAO, YUAN & ZHANG, XIAONI	2014	2	-0.62
554659	11603	34	C0803	KASHYAP, ABHIMANYU & KHALSA, NAVJOT	2013	4	-0.32
554998	11603	34	C1101	VATSA, SANJAY & REKHA	2014	4	-0.83
555227	11603	34	C1212	SHANKER, SEAN & RINKU	2014	4	-0.08
555268	11603	34	C1304	1304 PORTOFINO, LLC	2014	1	-0.79
555268	11603	34	C1304	1304 PORTOFINO, LLC	2014	4	-0.07
555466	11603	34	C1412	KOCHHAR, MUKUL & RITU	2014	2	-2.18
556019	11603	34	C1907	SHAH, JAY & MEENA	2014	4	-4.73
556340	11603	34	C2203	CHOUDHARY, AMIT & VARISH, TRUPTI	2014	3	-0.65
556464	11603	34	C2303	LAHEE, NICOLE	2014	4	-0.04
557058	11603	34	C0312	ARBEIT, ADAM & DANIELLE	2014	4	-0.05
563148	23102	1	C002A	ELNASHFAN, WAHID	2014	3	-0.10
564617	25603	21		SEWDAT, SEUCHARRAN	2014	2	-0.01
564823	14205	21	C2002	LIM, MINJOO & KWON, JAE-GOON	2014	3	-1.60
565051	14205	21	C0304	BUCHWALD, SETH	2014	4	-0.71
568048	11504	1	C0408	LIN, YU-HUI JENNIFER	2013	4	-9.45
568600	11504	1	C0718	SCHERER, STEFAN JOHANNES	2014	3	-0.07
568600	11504	1	C0718	SCHERER, STEFAN JOHANNES	2014	4	-0.01
570205	21701	4	C0508	CATALDO, LISA	2014	2	-1.00
571790	11305	14	C0001	BONAPACE, RUTH	2014	3	-0.84
571855	20801	71		308 EGE, L.L.C.	2014	1	-0.03
571855	20801	71		308 EGE, L.L.C.	2014	2	-0.03
572080	15403	3		KO & CHIANG HOLDING CO. L.L.C.	2014	4	-1.37
572180	9705	11		ADB ENTERPRISE LLP.	2014	4	-2.00
572270	17905	16		HAHN BROS. FIREPROOF WAREHOUSE	2014	3	-2.00
572730	5905	17		GUITERREZ, DANTE	2014	3	-10.00
572800	5101	32	C0201	TASHMAN, MARIA L.	2014	4	-1.04
572895	21401	54		OCEAN GREEN, LLC	2014	3	-7.47
573110	1603	25		228 HANCOCK, L.L.C.	2014	2	-0.01
573345	3302	49		VALENTE, JOSE M & MARIA	2014	2	-0.43
573870	14503	4	C0608	KUMAR, ROBBY MOTI & LEE, GRACE	2014	4	-3.95
574000	14503	4	C0806	KAKKAR, ANITA	2014	3	-0.95
574860	27503	24	C026F	CHOI, HEE CHANG & KIJOON	2014	1	-0.79
579195	14205	22	C0319	TISHLER, JOEL A. & DIANE C.	2014	4	-0.08
579680	12003	48	C0003	42 VAN WAGENEN ASSOC. % J. CASTELLI	2014	4	-0.01
580615	11502	4	C0804	EVTEEV, ALEXANDER & EVTEEVA, KIRA	2014	4	-4.35
580665	11502	4	C0903	MENG, FAN HAO & ZHOU, JINGLEI	2014	4	-0.03
580665	11502	4	C0903	MENG, FAN HAO & ZHOU, JINGLEI	2014	4	-0.03
581655	9702	1	C0013	BAKSH, KAMROON & PAULINE & PARVINA	2014	1	-0.01

581655	9702	1	C0013	BAKSH, KAMROON & PAULINE & PARVINA	2014	4	-0.02
582380	14003	1	C0113	BITETTO, NANCY	2014	2	-0.01
582665	15801	19	C0312	MCINTOSH, TIMOTHY & DONNA	2014	3	-5.24
584315	11603	25	C0202	WANT, TONY JAU CHENG & CHU, MARY	2014	4	-0.08
584315	11603	25	C0202	WANT, TONY JAU CHENG & CHU, MARY	2014	4	-0.08
584630	11603	25	C0810	JAIN, NIRLESH & SAMDANI, MAHESH	2014	4	-0.04
585055	11603	25	C1707	EGAN, KATHERINE S. & JOSEPH P.	2014	2	-9.69
585290	11603	25	C2110	WEN, ALICE	2014	4	-0.68
585325	11603	25	C2206	ZHU, JAMES & MA, SHARRON	2014	4	-0.14
586930	14701	47		RAMOS, WILSON & LUZ	2014	1	-0.10
588485	5706	7		SANTAMAURO, MARIO & EMILIO CRINCOLI	2014	3	-5.83
589655	21701	2	C0100	GOSUKONDA, SREEDHAR & MOKARALA, MADHUI	2014	4	-0.61
590195	19106	13		CHUEN, SANG CHUNG & MINH D. TOAN	2014	1	-0.07
590245	3902	33	C002C	KHANEJA, AMIT	2014	2	-0.01
590375	15004	13		729-735 MONTGOMERY STREET, LLC	2014	2	-0.01
590845	6102	4	C0303	OSPINA, MIRTHA	2014	1	-1.00
590845	6102	4	C0303	OSPINA, MIRTHA	2014	2	-1.00
591605	6102	4	C1008	KOLLI, VENUGOPAL	2014	2	-0.01
594440	3302	46		VALENTE, ANTONIO T.	2014	2	-0.30
594570	14703	21		BAIJU, ANITA & MUKESH	2013	4	-2.00
594610	10203	60		SOEKHRAM, CHANDERBHAAN & SANTA	2014	4	-2.00
594865	3904	38		NICHOLSON, GAIL & LEON, RICHARD	2014	1	-5.92
595205	1201	19		PATEL, NIKHIL & ALKA	2014	4	-0.75
596015	18502	29	C005B	SECRETARY OF VETERANS AFFAIRS	2014	4	-7.45
596125	22605	33	C00C2	TUMOE, FINDA	2014	1	-6.55
596730	7302	21	C0300	SHORE CLUB S. URBAN R. CO., LLC % FIRST	2014	4	-0.70
596745	7302	21	C0303	MASSON, VIVEK & LALITHA	2014	3	-7.06
596865	7302	21	C0701	THOMPSON, PHILLANAS	2014	3	-8.04
597360	7302	21	C1601	LI, ZHANG	2014	2	-0.06
597415	7302	21	C1701	YANG, TONG XUAN	2014	1	-0.27
597575	7302	21	C1912	KOPCZYNSKI, JACK & WANG, ANNIE	2014	4	-0.51
597825	7302	21	C2507	LUTHRA, SUCHETA	2014	3	-0.04
599340	14302	4	C0906	105 GREENE ST, UNIT 906, LLC	2014	2	-0.01
601340	8603	6	C0304	SARTHOU, ENRIQUE & COSTELLO, MEGAN	2014	3	-7.05
602695	13601	2	C1100	KANG, SUNHEE	2014	4	-0.06
603250	13601	2	C0420	AHMAD, NAUMAN & SURI, GAGAN	2014	1	-2.62
603560	13601	2	C1209	AWASTHI, AMIT & BANERJEE, RAJSHREE	2014	4	-7.30
603650	13601	2	C1513	RIALTO-CAPITAL URBAN RENEWAL CO, LLC	2014	2	-2.68
605725	13001	2	C0407	EDKE, YOGESH & PRADNYA	2014	4	-4.16
606870	16501	8	C0035	CHOTTO, LLC	2014	3	-4.63

607610	11612	2	C006A	YU, YICHAO & MA, WENQI	2014	1	-1.51
608510	9305	1	C0PU5	A & D BAIK ASSOCIATES, L.L.C.	2014	4	-0.06
608945	11305	28	C0005	WILDER, RYAN	2014	3	-0.86
609045	11108	29	C0003	SEPP JR. JEFFREY W. & KAMENEL, REGINA	2014	4	-1.01
610575	15801	18	C0515	PANDEY, TANUJ	2014	4	-8.05
610680	15801	18	C0702	BOURNIAS, PANTELIS & IRINI	2014	4	-0.23
611790	3803	19	C001F	SUN, JIHONG	2014	1	-0.95
612115	14906	15	C0508	LETTEER, TIMOTHY	2014	1	-0.75
612610	15901	10	C0308	CHARLES, IMARA M. & KATERINA E.	2014	4	-0.03
612815	15901	10	C0514	LIBERTY HARBOR NORTH URBAN R., LLC	2014	4	-3.74
613340	15901	10	C0923	ASHER, BOBBY & SHAH, RITU	2014	4	-0.04
613385	15901	10	C1008	KELLY, LAURA G. & JOHN A.	2014	4	-0.07
613870	15901	10	C1409	HANNALLAH, BENJAMIN & HANNA, JANET	2014	3	-0.36
614075	15901	10	CPH07	ZAUN, JEFFREY	2014	4	-0.08
614350	15901	10	C0P47	DAHODWALA, SHABBIR A. & MUNEERA S.	2014	4	-3.80
614510	15901	10	C0P79	LAI, IRENE	2014	4	-7.19
614525	15901	10	C0P82	TSANG, YIM KUEN	2014	4	-7.55
614760	15901	10	CP129	FILIPPONE, MATTHEW & KORI	2014	3	-0.81
614905	15901	10	CP158	ZAUN, JEFFREY	2014	4	-0.05
615270	15901	10	CP231	NAGANANDA, SAHANA TRUSTEE OF SATU	2014	3	-4.47
615420	15901	10	CP261	PRADET, STEVEN & KIM, YEONJOO	2014	4	-2.55
615495	15901	10	C00R1	GULLS PROPERTY, LLC	2014	3	-1.21
617310	11603	39	C029K	ZHANG, SHUQIANG	2014	3	-1.00
617315	11603	39	C030K	CHEN, ZHI HONG	2014	4	-0.60
617350	11603	39	C009J	SIMMONS, CHILLIE	2014	4	-0.04
617455	11603	39	C031J	DIMITREY, AMIL & ANGELE	2014	3	-1.15
617685	11603	39	C023G	FELDMANN, ERIK	2014	3	-0.39
618405	11603	39	C025A	HUA, JASON R.	2014	3	-2.83
620265	7302	17	C1002	BATTULA, VENKATA KRISHNA R. & ROJA	2014	3	-0.96
620575	7302	17	C1710	ZHAO, LIANG JUN & CAO, ZHUO	2014	3	-3.00
620625	7302	17	C1809	LI, QING HONG	2014	3	-0.46
620715	7302	17	C2005	DSC INVESTORS 1, LLC	2014	2	-0.02
621090	7302	17	C2812	KANDADAI, RAJESH & LAHIRI, SHOMALI	2014	1	-9.37
622435	11608	1	C0202	HSIEH, PEI-YIN	2014	4	-0.04
622490	11608	1	C0403	AGARWAL, ESHA & PAWAN, KEDIA	2014	4	-0.02
622545	11608	1	C0602	CHAN, MEI KEI	2014	2	-0.20
622685	11608	1	C1006	SHETH, JAY	2014	2	-0.02
622895	11608	1	C1603	POLAM, VIDYASAGAR & SHARADHA	2014	1	-0.45
623010	11608	1	C1808	BHARADWAJ, HARI & SRINIVASAN, S.	2014	4	-0.03
623645	11608	1	C3209	PANDA, DHIRAJ K. & NIRMALA	2014	3	-0.39

623645	11608	1	C3209	PANDA, DHIRAJ K. & NIRMALA	2014	4	-0.03
623970	11608	1	C4002	NG, ALAN	2014	3	-1.81
624000	11608	1	C4008	LIU, SHAO & KUANG, ZHAN	2014	2	-0.33
624185	11608	1	C4409	METGUD, SHEELA & KHENY, MIRA	2014	2	-0.03
624380	11608	1	C4903	LI, HUA & ZHANG, ANG	2014	3	-0.31
624425	11608	1	CPH13	SOOD, RAHUL & PUJA	2014	4	-0.03
624455	11608	1	CPH22	OPPENHEIMER TRUST CO.,AS TRUSTEE	2014	2	-0.05
624635	11608	1	CPH74	KHANDWALA,NITIN & HEMIL	2014	2	-0.77
626990	12707	2	C0102	SCUDIERI, CHRISTOPHER	2014	2	-0.01
627160	12707	2	C0210	MINKOFF, ARKADLY & ALBA	2014	1	-1.69
627670	12707	1	C0136	LYDEN, MICHAEL & MESSICK, CHRISTINA	2014	1	-0.96
628035	12707	1	C0401	WINES, LESLIE	2014	4	-0.94
628240	12707	2	C0526	MONACO, MICHAEL	2014	1	-0.01
628335	12608	6	C0117	JAIN, PRIYANKA	2014	1	-3.32
628670	12608	5	C0115	MILLER, RYAN	2014	2	-0.01
628870	12608	5	C0306	PENCIL HOLDINGS, LLC	2014	4	-0.01
629030	12608	5	C0409	LU, YI & SHAO, SUNYI	2014	2	-0.01
629425	29101	6	C0101	MOJICA, CYNTHIA D. & TELLMAN, K.	2014	1	-2.51
629495	29101	6	C0115	REYES, EMILY	2014	2	-0.02
629705	4505	26	C001L	147 NEW YORK REALTY	2014	1	-4.46
629715	4505	26	C002L	147 NEW YORK REALTY	2014	1	-4.69
629720	4505	26	C002R	147 NEW YORK REALTY	2014	1	-4.69
629725	4505	26	C003L	147 NEW YORK REALTY	2014	1	-4.69
629730	4505	26	C003R	147 NEW YORK REALTY	2014	1	-4.69
630285	5801	30	C003B	SUMULONG, TERESITA	2014	3	-8.96
630285	5801	30	C003B	SUMULONG, TERESITA	2014	4	-0.59
630550	19105	21		KAUR, AVINASH	2014	1	-1.90
630550	19105	21		KAUR, AVINASH	2014	2	-0.91
630640	5304	1		AREC 19, LLC	2014	2	-1.00
631050	14506	1	C1212	HSIEH, ERIC	2014	3	-5.87
631165	14506	1	C1509	GAMINI, SRIKRISHNA & RAVVA, R.	2013	4	-8.21
631270	14506	1	C1704	CHEN, JING & LIU, YUYI	2014	3	-1.08
631435	14506	1	C1911	LU, HSIN- YANG & LIU, WINNIE	2014	3	-4.97
631630	14506	1	C2211	FLEISCHNER, ADAM & LAURA	2014	3	-4.33
631645	14506	1	C2301	LU, YINGJING	2014	4	-3.66
631680	14506	1	C2308	CHINTAMANENI, R. & PENDYALA, VANI M	2014	3	-5.20
631725	14506	1	C2404	CHEN, JAMES & HANNAH	2014	3	-1.34
632370	14506	1	C3504	LAU, HO PING & LAM, TING NAM	2014	4	-1.86
632665	14506	1	C4008	DIMITREY, AMIL & ANGELE	2014	3	-4.11
635260	13502	26	C0101	650 MONTGOMERY HOLDING, LLC	2014	3	-0.05

635650	7701	5		C0238	SUSKIND, BARNETT JAY	2014	4	-0.11
635735	7701	5		C0259	TSUKADA, KEIZO	2014	4	-1.91
635985	7701	5		C0433	LADYHBUG LOFTS, LLC	2014	4	-0.15
636140	7701	5		C0528	LORING, GARRETT & SCIPIONI, PATRICIA	2014	3	-0.33
636245	7701	5		C0553	MELLIZA, LOURDES I.	2014	4	-0.02
636245	7701	5		C0553	MELLIZA, LOURDES I.	2014	4	-0.02
636290	7701	5		C0562	KAMINSKY 570, LLC	2014	2	-0.01
636355	7701	5		C0635	BALTEL, SHAY	2014	1	-0.44
637850	9301	1			845 NEWARK AVENUE, L.L.C.	2014	4	-9.48
638380	10004	1		C0511	RENOV, STEPHEN & WENDY	2014	2	-0.01
638425	10004	1		C0521	SENER, TROY	2014	2	-6.84
638540	10004	1		C0818	ERASTOV, SERGY & DAMCHUK, SVITLANA	2014	4	-1.16
639375	9705	23		C0010	TAMULONIS, CARLOS & BARAONA, CATARINA	2014	4	-0.28
640270	5603	5			MACIACH, MICHAEL	2014	3	-0.10
640480	9306	5		C0207	FLORIO, KATHY ANN	2014	4	-2.40
643080	11603	24		C1706	LIMANTO, JOHN	2014	4	-0.04
643295	11603	24		C2301	KAPASI, KASHYAP	2014	4	-0.08
643660	11603	24		C3202	VAN OEVEREN, JACOBUS & KIM, MOON HEE	2014	3	-1.13
643660	11603	24		C3202	VAN OEVEREN, JACOBUS & KIM, MOON HEE	2014	4	-0.09
643700	11603	24		C3302	PATEL, KETUL J.	2014	2	-0.07
643800	11603	24		C3506	GASTRO CARE, PC/REDDY, A., TRUSTEE	2014	3	-5.36
643800	11603	24		C3506	GASTRO CARE, PC/REDDY, A., TRUSTEE	2014	4	-3.60
644000	11603	24		C4101	SONI NEWPORT LLC	2014	3	-2.56
645725	2105	15		T01	97 BLEECKER, LLC	2014	2	-0.01
645730	5804	12		T01	49 WAVERLY, L.L.C.	2014	2	-0.01
645825	6601	14		C0002	DE LOS SANTOS, ALFIE C.	2014	4	-2.00
646505	14904	1		C0603	RODRIGUEZ, MARIA F.	2014	4	-0.01
647605	16702	28		C000C	JC EPISCOPAL COMMUNITY DEVELOP CORP	2014	4	-2.91
648175	14402	14		C0402	VAID, HAMEER & SINHA, PARUL	2014	4	-1.14
649390	14801	12			SAINT PETER'S UNIVERSITY	2014	4	-6.04
651245	11502	5	1		155 2ND STREET, LLC%SHUSTER MNGT, LLC	2014	2	-0.01
651485	5003	1		C00P7	BOONE, J.&BOONE, S.L.&BOONE, P.	2014	1	-5.97
651880	20003	7	1		VARAS, JACIBI & RAUL	2014	2	-7.67
651885	20003	10	1		SMITH, ENEIDA	2014	2	-7.67
651890	20003	11	1		PENA, MANUEL	2014	2	-9.55
652295	15801	23	2	C0278	SOMMERHALTER, MICHAEL W.&SARA MARIE	2014	2	-0.01
652585	15901	15		C0003	THE BOYS'&GIRLS CLUB OF HUD CTY INC	2014	2	-0.01
652595	12803	2		C0002	RUSSO, JOSEPH J. & RUTHANN	2014	4	-1.69
652830	11006	27		C0003	ILCH, KATHLEEN	2014	2	-0.02
653160	1602	1	1	C0302	JARABA, MICHELL	2014	1	-4.74

653160	1602	1	1	C0302	JARABA, MICHELL	2014	2	-0.01
653170	1602	1	1	C0304	SAIDI, MY MOSTAFA & HINDIR, LAILA	2014	1	-0.35
653175	1602	1	1	C0401	KELLY, LAURA A.	2014	2	-0.33
653185	1602	1	1	C0403	PRUNTY, TAMMY	2014	2	-1.80
653195	1602	1	1	C0501	WILLIAMS, DARA	2014	2	-1.58
653760	11603	31	2		M-C PLAZA VI & VII, LLC % MACK-CALI	2014	2	-0.01
653800	11202	29		C0201	DONOVAN, PATRICK	2014	1	-1.13
653810	11202	29		C0301	BOOTHBY, GEORGE HASTINGS	2014	1	-0.65
653810	11202	29		C0301	BOOTHBY, GEORGE HASTINGS	2014	2	-0.01
654025	13003	1		C3.90	90 COLUMBUS CO., LLC % PANEPINTO PR	2014	1	-0.30
654300	15801	23	1	C0225	CEPEDA, PAOLA	2014	4	-0.06

687 row(s)

-1,238.71

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

City Clerk File No. Res. 15-043

Agenda No. 10.J

Approved: JAN 28 2015

TITLE:



## **RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO DISCHARGE THE MORTGAGE AND RELEASE THE AFFORDABILITY RESTRICTIONS AFFECTING BLOCK 23704, LOT 21 ALSO KNOWN AS 734 GARFIELD AVENUE**

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

**WHEREAS**, on June 24, 1999, the City of Jersey City (City) executed an Affordable Housing Agreement (Agreement) with V. Gupta and Company, for the construction of multiple two-family units to be sold to qualified low income home families; and

**WHEREAS**, the Agreement contained restrictive covenants to ensure that the units described therein, including property identified as Block 23704, Lot 21 f/k/a Block 1485, Lot 5A, and also known as 734 Garfield Avenue (Property) remain affordable to low income eligible households for a minimum period of twenty (20) years; and

**WHEREAS**, in addition, May 30, 2000, Clara Williams, the owner of the Property received \$60,000 from the City towards the purchase of the Property; and

**WHEREAS**, the City's loan was recorded as a second lien on the property and self-amortized only if the homeowners resided in the unit for a period of twenty (20) years; and

**WHEREAS**, JP Morgan Chase Bank initiated a foreclosure action in 2009 against Ms. Williams under Docket No.: F-6544-09 and named the City as a defendant because of the City's mortgage and affordability restrictions; and

**WHEREAS**, a potential purchaser recently informed the City of his intent to purchase the property by means of a short sale; and

**WHEREAS**, the property has been vandalized and requires significant repairs in order to bring the property back to livable conditions; and

**WHEREAS**, unless the property is sold via a short sale, JP Morgan will continue with the foreclosure proceedings, with the property remaining vacant and continuing to deteriorate; and

**WHEREAS**, the City proposed that the purchaser pay \$15,000.00 which is the balance remaining on the mortgage in exchange for a release of the affordability restrictions and a discharge of the mortgage in order to get the property rehabilitated and back on the tax rolls to generate income; and

**WHEREAS**, the purchaser has agreed to pay the City \$15,000.00 which will be deposited into the City's 95/5 Account; and

**WHEREAS**, the City's 95/5 account is spent in accordance with a spending plan approved by the State of New Jersey Department of Community Affairs; and

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

TITLE:

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO DISCHARGE THE MORTGAGE AND RELEASE THE AFFORDABILITY RESTRICTIONS AFFECTING BLOCK 23704, LOT 21 ALSO KNOWN AS 734 GARFIELD AVENUE**

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

1. The Corporation Counsel is authorized to settle the foreclosure lawsuit for the sum of \$15,000.00.
2. Block 23704, Lot 21 f/k/a Block 1485, Lot 5A also known as 734 Garfield Avenue is hereby released from all of the restrictions and covenants contained in the Affordable Housing Agreement between the City of Jersey City and V Gupta and Company dated June 24, 1999 and recorded in Deed Book 5469 at Page 316 on July 23, 1999.
3. The restrictions and covenants shall remain in full force and effect for the remaining properties identified in the Affordable Housing Agreement dated June 24, 1999.
4. The check issued to the City in the amount of \$15,000.00 will be deposited into the City's 95/5 Account.
5. The Business Administrator is authorized to execute a discharge of the mortgage dated May 30, 2000 and any other documents appropriate or necessary to effectuate the purposes of the within resolution.
6. The Mayor is hereby authorized to execute this Resolution and a Notary Public notarize the acknowledgment contained herein in accordance with state law so that same may be recorded in the Hudson County Register's Office.

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

**WITNESS**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
Robert Byrne, City Clerk

\_\_\_\_\_  
Steven M. Fulop, Mayor

**STATE OF NEW JERSEY )**

**SS:**

**COUNTY OF HUDSON )**

**BE IT REMEMBERED**, that on this 29th day of JANUARY Two Thousand Fifteen before me the subscriber, a Notary Public of the State of New Jersey personally appeared Robert Byrne who, made proof to my satisfaction that he is the City Clerk Jersey City a municipal corporation of the State of New Jersey, that he well knows the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation, that the said seal was so affixed and the said instrument signed and delivered by Steven M. Fulop who was at the date thereof the Mayor of said municipal corporation, in the presence of this deponent, and said Mayor, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, and that deponent, at the same time subscribed his name to said instrument as a witness to the execution thereof.

City Clerk File No. Res. 15.043

Agenda No. 10-J JAN 28 2015

TITLE:

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO DISCHARGE THE MORTGAGE AND RELEASE THE AFFORDABILITY RESTRICTIONS AFFECTING BLOCK 23704, LOT 21 ALSO KNOWN AS 734 GARFIELD AVENUE**

Sworn and subscribed to  
Before me this 29<sup>th</sup> day  
of JANUARY, 2015.

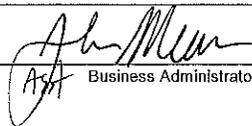
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Robert Byrne, City Clerk

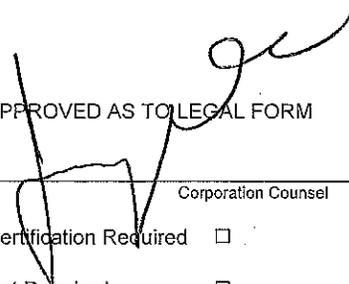
IW/cw  
1-20-15

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED:  \_\_\_\_\_

Business Administrator

 \_\_\_\_\_

Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

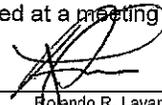
**RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.28.15**

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

  
\_\_\_\_\_  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - NON CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO DISCHARGE THE MORTGAGE AND RELEASE THE AFFORDABILITY RESTRICTIONS AFFECTING BLOCK 23704, LOT 21 ALSO KNOWN AS 734 GARFIELD AVENUE**

**Initiator**

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

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

**Resolution Purpose**

The property is subject to a Repayment Mortgage and an Affordable Housing Agreement dated June 24, 1999 to ensure that the unit remains affordable to low income eligible households for a minimum period of twenty (20) years. Currently, the property remains vacant, has been vandalized and requires significant repairs in order to bring the property back to livable conditions. JP Morgan Chase Bank initiated a foreclosure action in 2009 under Docket No.: F-6544-09 and named the City as a defendant because of the City's mortgage and affordability restrictions. A potential purchaser recently informed the City of his intent to purchase the property by means of a short sale. Unless the property is sold via a short sale, JP Morgan will continue with the foreclosure proceedings, with the property continuing to deteriorate. The purchaser has agreed to pay the City \$15,000 in exchange for a release of the affordability restrictions and a discharge of the mortgage. It is in the best interests of the City to execute the release of the affordability restrictions in order to get the property rehabilitated and back on the tax rolls to generate income.

**I certify that all the facts presented herein are accurate**

\_\_\_\_\_  
**Signature of Department Director**

\_\_\_\_\_  
**Date**

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

City Clerk File No. Res- 15.044

Agenda No. 10.K

Approved: JAN 28 2015



TITLE:

**RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 77 BELMONT AVENUE A/K/A BLOCK 16903, LOT 4**

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

**WHEREAS**, Emma Adams, owner of 77 Belmont Avenue a/k/a Block 16903, Lot 4 (f/k/a Block 1922, Lot 80), participated in the City of Jersey City's [City] Community Development Block Grant [CDBG] Program; and

**WHEREAS**, the owner received a \$59,000 loan from the City on August 2, 1991 for the purpose of financing the purchase of a two-family residential unit; and

**WHEREAS**, the City's loan self-amortizes provided that the homeowners reside in the property, do not sell the property and the property remains affordable to low and moderate income households during the restricted period of twenty (20) years; and

**WHEREAS**, in addition, the City is entitled to a recapture amount at the first non-exempt sale of the property after the restrictions have ended; and

**WHEREAS**, the City's loan was recorded as a second mortgage against the property; and

**WHEREAS**, the owners desire to refinance the first mortgage in order to obtain lower monthly mortgage payments; and

**WHEREAS**, in order to obtain the new mortgage, Embrace Home Loans, its successors and/or assigns, requires that the City's mortgage be made subordinate to its first mortgage; and

**WHEREAS**, the amount of the new loan is \$115,000; and

**WHEREAS**, even though the twenty (20) year restriction period has expired, the City cannot discharge its mortgage because of the recapture provision in the mortgage, therefore, the City's lien shall remain in second lien position; and

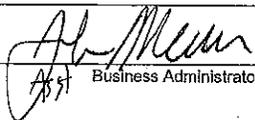
**WHEREAS**, the City by its Department of Housing and Economic Development has determined that the value of the property supports the amount of the new loan and the City's loan; and has further reviewed the title commitment and determined that there are no other judgments or loans affecting the property.

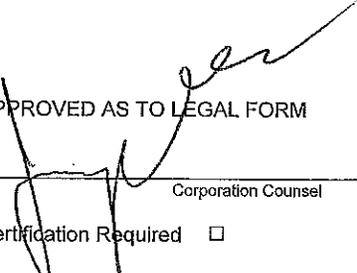
**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a Mortgage Subordination Agreement, in a form to be approved by the Corporation Counsel, subordinating the City's lien affecting 77 Belmont Avenue, also known as Block 16903, Lot 4 (f/k/a Block 1922, Lot 80) to the interests of a new first mortgage with Embrace Home Loans.

JNF/he  
1/16/15

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

 Corporation Counsel

Certification Required

Not Required

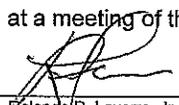
APPROVED 9-0

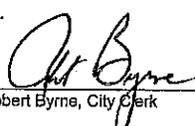
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
								1.28.15			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ indicates Vote

N.V.-Not Voting (Abstain)

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

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

STATE OF NEW JERSEY  
COUNTY OF HUDSON

Prepared by: \_\_\_\_\_  
Jane Fontana  
Asst. Corporation Counsel

### SUBORDINATION AGREEMENT

**THIS SUBORDINATION AGREEMENT** is made this \_\_\_\_\_ day of February, 2015, by and among the following: Emma Adams, hereinafter referred to as "Owners" or "Borrowers", the City of Jersey City, hereinafter referred to as "City" or "Subordinating Party", and the Hudson City Savings Bank, hereinafter referred to as "Lender".

### WITNESSTH

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

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

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

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

1. The Property subject to this Agreement is located at 77 Belmont Avenue, Jersey City, New Jersey a/k/a Block 16903, Lot 4 formerly known as Block 1922, Lot 80.
2. The superior debt is more fully described in a note in the original principal sum of \$115,500.00 executed by Borrower, made payable to Lender and secured by a Security Instrument which has been or is to be filed of record in the above County.
3. The subordinated debt is more fully described in a note in the original principal sum of \$59,000 executed by Borrowers on August 2, 1991, recorded in Book 4778, at page 199 and made payable to the City of Jersey City (the Subordinating Party).

4. The Subordinating Party, for the consideration recited above, agrees that the subordinated debt is made subordinate, subject, and inferior by this Agreement to the superior debt held by the Lender.
5. This Agreement is binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties hereto.

Executed this \_\_\_\_\_ day of February, 2015.

**CITY OF JERSEY CITY**

By: \_\_\_\_\_  
Robert J. Kakoleski  
Acting Business Administrator

**STATE OF NEW JERSEY )**

**ss.:**

**COUNTY OF HUDSON )**

I CERTIFY that on February \_\_\_\_\_, 2015, Robert J. Kakoleski personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as Acting Business Administrator of the City of Jersey City, the entity named in this instrument; and
- (c) executed this instrument as the act of the entity named in this instrument.

\_\_\_\_\_  
Jane Fontana  
Attorney at Law, N.J.

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

City Clerk File No. Res. 15.045

Agenda No. 10.1

Approved: JAN 28 2015

TITLE:



**RESOLUTION AUTHORIZING THE PAYMENT OF COMMON EXPENSES RELATING TO THE SEVEN (7) CITY-OWNED RESIDENTIAL CONDOMINIUM UNITS LOCATED AT 311 WASHINGTON STREET.**

**COUNCIL**  
following resolution:

**offered and moved adoption of the**

**WHEREAS**, as the result of a lawsuit, the City of Jersey City v. Washington Commons LLC, Doc. HUD L-1957-11 the City of Jersey became the owner of seven, (7) residential condominium units located at 311 Washington Street; and,

**WHEREAS**, in accordance with N.J.S.A. 46:8B-15 and N.J.S.A. 46:8B-17, condominium unit owners are responsible for payment of its share of common expenses based upon the owner's undivided percentage interest in the common areas of the building as set forth in the master deed; and,

**WHEREAS**, the average estimated monthly installments due for ordinary common expenses for all of these seven (7) units is \$4,876.25 a month or \$58,515.00 a year; and

**WHEREAS**, the City will need to pay the condominium association common expenses for 2015 which will total \$58,515.00; and

**WHEREAS**, pursuant to N.J.S.A. 46:8B-219 (f) unpaid common area charges subject a unit to foreclosure in the same manner as a mortgage and the unit owner may be sued; and

**WHEREAS**, funds in the amount of \$15,000.00 are available in the City's 2014 temporary budget in unclassified operating account # 01-201-31-432-304; and

**WHEREAS**, pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2015 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 calendar year permanent budget.

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

1. The Mayor or Business Administrator is hereby authorized to pay the common expense charges for the seven (7) condominium units at 311 Washington Street in the amount of \$4,876.25 per month or \$58,515.00 per year;
2. Funds in the amount of \$145000.00 are available in the City's 2015 temporary budget in unclassified operating account #01-201-31-432-304;
3. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2014 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 calendar year permanent budget.

City Clerk File No. Res. 15.045

Agenda No. 10.L JAN 28 2015

TITLE:

**RESOLUTION AUTHORIZING THE PAYMENT OF COMMON EXPENSE CHARGES RELATING TO THE SEVEN (7) CITY-OWNED RESIDENTIAL UNITS LOCATED AT 311 WASHINGTON STREET.**

I Donna Mauer (Donna Mauer), Chief Financial Officer, certify that funds in the amount of \$15,000.00 are available in Account #01-201-31-432-304 and the balance shall be made available to the Division of Real Estate in the City's permanent budget.

Requisition #0168767 P.O.# 115968

AMM/pr

APPROVED: Anna Marie Miller, Real Estate Manager

APPROVED AS TO LEGAL FORM

APPROVED: Al Mauer  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>1.28.15</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
Rafaelo 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 PAYMENT OF COMMON CHARGES RELATING TO THE SEVEN (7) CITY-OWNED RESIDENTIAL CONDOMINIUM UNITS LOCATED AT 311N WASHINGTON STREET.**

**Initiator**

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

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

**Resolution Purpose**

**To avoid the foreclosure of the units.**

**I certify that all the facts presented herein are accurate.**

\_\_\_\_\_  
**Signature of Department Director**

\_\_\_\_\_  
**Date**

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

City Clerk File No. Res. 15.046

Agenda No. 10.M

Approved: JAN 28 2015

TITLE:



## **RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING FOR THE PROCUREMENT OF VENDING MACHINES TO BE INSTALLED IN VARIOUS CITY BUILDINGS**

**WHEREAS**, the City of Jersey City ("City") desires to procure a contract for vending machines to be installed at various City buildings; and

**WHEREAS**, the Local Public Contracts Law, at N.J.S.A. 40A:11-4.1(j) authorizes local contracting units to make use of competitive contracting practices to procure specified goods and services, including but not limited to, concessions; and

**WHEREAS**, N.J.A.C. 5:34-9.4(b)4 provides that the "Installation of vending machines in public facilities" constitutes a concession which can be awarded through the use of competitive contracting when the total amount exceeds the bid threshold; and

**WHEREAS** N.J.S.A. 40A:11-4.3(a) and N.J.A.C. 5:34-9.4(d) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods or services described therein; and

**WHEREAS**, the City believes that there exists a need for vending machines which serve beverages, snacks and sandwiches, in certain public buildings lacking nearby stores; and

**WHEREAS**, the total estimated value of this concession is expected to be greater than \$36,000; and the total revenue to the City is expected to be a certain percentage of the total value of the concession; and

**WHEREAS**, the award shall be based on the vendor which is most advantageous to the City, price (or revenue) and other factors considered; and

TITLE:

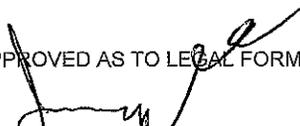
**RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING FOR THE PROCUREMENT OF VENDING MACHINES TO BE INSTALLED IN VARIOUS CITY BUILDINGS**

**WHEREAS**, the City shall be responsible for providing suitable space and the necessary electricity to power the vending machines at the selected locations;

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the use of competitive contracting pursuant to N.J.S.A. 40A: 11-4.1 et seq. is authorized for the procurement of vending machines to be installed in various City buildings.

BD/kn  
1/15/15

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM 

APPROVED:  Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required

Not Required

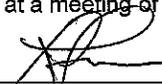
**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				L. 28. 15							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

  
\_\_\_\_\_  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING FOR THE PROCUREMENT OF VENDING MACHINES TO BE INSTALLED IN VARIOUS CITY BUILDINGS

**Initiator**

Department/Division	Department of Public Works	Department of Public Works
Name/Title	Steven Miller	Director
Phone/email	(201) 547-4904	SteveM@jcnj.org

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

**Resolution Purpose**

Resolution authorizing the use of competitive contracting for the procurement of vending machines to be installed in various City buildings.

**I certify that all the facts presented herein are accurate.**

\_\_\_\_\_  
**Signature of Department Director**

\_\_\_\_\_  
**Date**

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

City Clerk File No. Res. 15.047  
 Agenda No. 10.N  
 Approved: JAN 28 2015



TITLE:

**RESOLUTION AUTHORIZING THE JERSEY CITY OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY TO ACCEPT AN AMMENDED GRANT AWARD FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS) AND THE NEW JERSEY OFFICE OF HOMELAND SECURITY & PREPAREDNESS (OHSP) THRU THE URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM**

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

**WHEREAS**, on October 23, 2013 the Jersey City Municipal Council approved acceptance of a Department of Homeland Security grant in the amount of \$1,661,092.00 thru the FFY13 Urban Area Security Initiative (UASI) grant program under Resolution 13.726 and;

**WHEREAS**, the City of Jersey City was selected by the Department of Homeland Security to host a Joint Counterterrorism Awareness Workshop on February 25<sup>th</sup> & 26<sup>th</sup> 2015 and to offset any expenses, the Department of Homeland Security has increased the original grant by \$27,289.00 with the entire grant award totaling \$1,688,381.00

**WHEREAS**, the Jersey City Office of Emergency Management & Homeland Security desires to accept the funding to enhance the City's and UASI region's ability to build, maintain and sustain national preparedness capabilities; and

**NOW, THEREFORE BE IT RESOLVED** the City of Jersey city herewith accepts the ammended award of \$ 1,688,381.00 thru the Department of Homeland Security Urban Area Security Initiative (UASI) FFY-13 grant program; and

**BE IT FURTHER RESOLVED** that the sum of \$1,688,381.00 is hereby appropriated under the caption FFY13 UASI Department of Homeland Security Grant; and

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

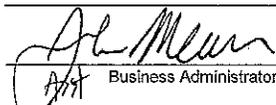
1 Steven M. Fulop, Mayor of the City of Jersey City and/or Robert J. Kakoleski Business Administrator of The City of Jersey City are hereby authorized to execute a contract and/or grant agreement with the Department of Homeland Security and the New Jersey Office of Homeland Security And Preparedness; and

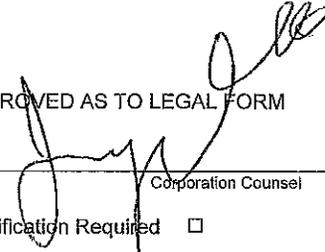
2 The Office of Emergency Management & Homeland Security and Budget is authorized to amend grant account # 02-213-40-372-4314 in the amount of \$1,688,381.00 for the Jersey City Office of Emergency Management & Homeland Security

  
 W. Greg Kierce, Director  
 Office of Emergency Management & Homeland Security

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 1.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE JERSEY CITY OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY TO ACCEPT AN AMMENDED GRANT AWARD FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS) AND THE NEW JERSEY OFFICE OF HOMELAND SECURITY & PREPAREDNESS (OHSP) THRU THE URBAN AREA SECURITY

**Initiator**

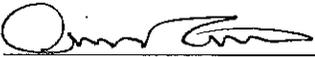
Department/Division	Office of Emergency Management	& Homeland Security
Name/Title	W. Greg Kierce, Director	
Phone/email	547-5681/wkierce@njcps.org	Cell 201 424-8625

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

**Resolution Purpose**

This Resolution will amend the FFY-13 UASI Grant award from the original amount of \$ 1,661,092.00 approved by the Municipal council on October 23, 2013 under Resolution 13.726 to \$ 1,688,381.00 as result of a grant adjustment from the Department of Homeland Security to support the Joint Counterterrorism Awareness Workshop hosted by the Jersey City Office of Emergency Management & Homeland Security and the Department of Public Safety on February 25 & 26th 2015

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

1/15/15  
Date



**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 Acceptance and Execution of a Grant Agreement Between the City of Jersey City and the New Jersey Department of Community Affairs for Funding under the Community Services Block Grant for FY 2014 – 2015

**Project Manager**

Department/Division	Housing, Economic Development & Commerce (HEDC)	Division of Community Development
Name/Title	Erin Ross	Senior Program Analyst
Phone/email	201-547-4550	rosse@jenj.org

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

**Contract Purpose**

The Community Services Block Grant (CSBG) is an anti-poverty grant that provides funding to various social service agencies. Services range from educational programs to youth to Meals on Wheels program for senior citizens.

**Cost (Identify all sources and amounts)**

Grant Funds - \$289,520.00 (initial allocation).  
Expected total allocation of \$877,334.00

**Contract term (include all proposed renewals)**

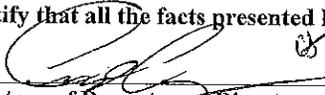
Grant Term is from October 1, 2014 –  
December 31, 2015

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

1/20/15  
Date

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

City Clerk File No. Res. 15.049

Agenda No. 10.P

Approved: \_\_\_\_\_

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING PROGRAM CONTRACTS UNDER THE COMMUNITY SERVICES BLOCK GRANT (CSBG) FOR PROGRAM YEAR OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014**

COUNCIL \_\_\_\_\_ offered and moved adoption of the following resolution:

**WHEREAS**, the New Jersey Department of Community Affairs (DCA) has awarded the City of Jersey City a Community Services Block Grant (No. 2014-05235-0304-01) of \$877,334.00 for October 1, 2013 through September 30, 2014; and

**WHEREAS**, the City awarded funding to various organizations; however, funds in the amount of \$16,006.34 are being reprogrammed for projects noted below because the projects were not completed as required under CSBG.

Agency	Cancelled Balance
Grace Van Vorst Community Services (Breakfast Plus!)	\$ 715.50
Medical and Social Services for the Homeless (MASSH)	\$ 2,705.88
Suits for Success	\$ 304.96
WomenRising	\$12,280.00
<b>Total</b>	<b>\$16,006.34</b>

**WHEREAS**, as a result of the above referenced cancelations a total of \$16,006.34 is available for reprogramming; and

**WHEREAS**, these cancelled balances must be reallocated for other FY14 CSBG programs that are able to expend funds by January 31, 2015; and

**WHEREAS**, the reallocated funds will be awarded to the Jersey City Department of Health & Human Services for the operation of the Senior Nutrition program; and

**WHEREAS**, it is in the best interest of the City of Jersey City to reallocate these funds as detailed below:

**WITHDRAWN**

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING PROGRAM CONTRACTS UNDER THE COMMUNITY SERVICES BLOCK GRANT (CSBG) FOR PROGRAM YEAR OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014**

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the Mayor or Business Administrator is hereby authorized to amend program contracts and enter into contracts under the Community Services Block Grant to reallocate funds as detailed below.

Agency	Reallocated Amount	Account No.	P.O. #
JC Department of Health & Human Services - Emergency Food for Pantries	\$16,006.34	02-213-40-402-905	

I, Donna Mauer, hereby certify that sufficient funds totaling \$16,006.34 are available in the above referenced accounts.

\_\_\_\_\_  
Donna Mauer  
Chief Financial Officer

**WITHDRAWN**

APPROVED:   
APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM  
  
Corporation Council  
Certification Required   
Not Required

**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

\_\_\_\_\_  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

Resolution of the Municipal Council of the City of Jersey City Amending Program Contracts under the Community Services Block Grant (CSBG) for Program Year October 1, 2013 through September 30, 2014

**Project Manager**

Department/Division	Housing, Economic Development & Commerce (HEDC)	Division of Community Development
Name/Title	Erin Ross	Senior Program Analyst
Phone/email	201-547-4550	rosse@jenj.org

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

**Contract Purpose**

The Community Services Block Grant (CSBG) is an anti-poverty grant that provides funding to various social service agencies. Services range from educational programs to youth to Meals on Wheels program for senior citizens.

**Cost (Identify all sources and amounts)**

\$877,334.00

**Contract term (include all proposed renewals)**

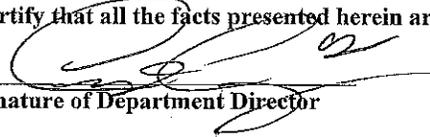
Grant Term is from October 1, 2013 – September 30, 2014

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

1/20/15  
Date

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

City Clerk File No. Res. 15-050

Agenda No. 10.Q

Approved: JAN 28 2015

TITLE:



**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A MONTH TO MONTH TENANCY WITH THE JERSEY CITY REDEVELOPMENT AGENCY FOR OFFICE SPACE AT THE HUB SHOPPING CENTER LOCATED AT 380-382 MARTIN LUTHER KING DRIVE.**

**WHEREAS**, the City of Jersey City ( the "City" ) has a need for space for the use of governmental offices; and

**WHEREAS**, the Jersey City Redevelopment Agency ( the "JCRA" ), is the owner of property located at 380-382 Martin Luther King Drive; and

**WHEREAS**, the City will lease certain space within the Martin Luther King Hub Plaza consisting of approximately 1,965 square feet and located at 380-382 Martin Luther King Drive (the "property"), to be used for the Division of Commerce ("Commerce"); and

**WHEREAS**, the City has agreed to a Month to Month Tenancy starting January 1, 2015 through December 31, 2015; and

**WHEREAS**, the payment of rent shall be at a rate of \$13.33 per sq. ft. for a total of \$26,193.48 per year or \$2,182.79 per month; and

**WHEREAS**, there are additional common charges of approximately \$7,000.00 per year or \$583.00 per month; and

**WHEREAS**, the City shall have the right to terminate the Licence Agreement at any time without cause; and

**WHEREAS**, JCRA agrees to execute the License Agreement attached hereto; and

**WHEREAS**, funds will be made available in the 2015 temporary, permanent and future Calendar Year Budgets in account number 01-201-31-432-304.

TITLE:

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A MONTH TO MONTH TENANCY WITH THE JERSEY CITY REDEVELOPMENT AGENCY FOR OFFICE SPACE AT THE HUB SHOPPING CENTER LOCATED AT 380-382 MARTIN LUTHER KING DRIVE**

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

1. The Mayor or Business Administrator is authorized to execute the attached License Agreement with the Jersey City Redevelopment Agency subject to such modification as may be deemed necessary or appropriate by Corporation Counsel.
2. The term of the License Agreement is a month to month tenancy effective, January 1, 2015 through December 31, 2015 at a rate of \$13.33 per sq. ft. for a total annual cost not to exceed \$33,189.00 payable in monthly installments of \$2,182.79 for rent plus \$583.00 for common charges.
3. The City shall have the right at its convenience to terminate the License Agreement at any time without cause.

I, Donna L. Mauer, Donna L. Mauer, Chief Financial Officer, hereby certify funds in the amount of \$8,500.00 are available in account # 01-201-31-432-304 for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40: A4-1 et seq. Requisition # 0168675 P.O. # 115889

APPROVED: Ann Marie Pilla, Real Estate Manager  
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 1.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A MONTH TO MONTH TENANCY WITH THE JERSEY CITY REDEVELOPMENT AGENCY FOR OFFICE SPACE AT THE HUB SHOPPING CENTER LOCATED AT 380-382 MARTIN LUTHER KING DRIVE.**

**Initiator**

<b>Department/Division</b>	<b>Administration</b>	<b>Real Estate</b>
<b>Name /Title</b>	<b>Steve Miller</b>	<b>Confidential Assistant</b>
<b>Phone/E-Mail</b>	<b>(201) 547-4904</b>	

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

**Ordinance/Resolution Purpose**

**To provide office space for the Division of Commerce.**

**I certify that all the facts presented herein are accurate.**



**Signature of Department Director**



**Date**

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the **JERSEY CITY REDEVELOPMENT AGENCY** located at 66 York Street, Jersey City, New Jersey 07302 and the **CITY OF JERSEY CITY (City)**, having its principal place of business at City Hall, 280 Grove Street, Jersey City, New Jersey 07302.

### ARTICLE ONE

#### **Premises**

The City requires office space for the Division of Commerce and the Jersey City Redevelopment Agency agrees to rent 1,965 sq. ft. @ \$13.33 per sq. ft. of office space located at 380-382 Martin Luther King Drive

### ARTICLE TWO

#### **Term**

As a Month to Month Tenancy effective as of January 1, 2015 through December 31, 2015. The City shall have the right to terminate at any time without cause.

### ARTICLE THREE

#### **Use**

The City is currently using and may continue to use and occupy 1,965 sq. ft. of office space located at 380-382 Martin Luther King Drive, Jersey City, New Jersey for the Division of Commerce.

### ARTICLE FOUR

#### **Payment of Rent**

The City covenants and agrees to pay the Jersey City Redevelopment Agency rent for and during the Month to Month Tenancy, 1,965 sq. ft. @ \$13.33 per sq. ft. or the sum of Two Thousand One Hundred Eighty Two Dollars Seventy Nine Cents (\$2,182.79) per month or Twenty Six thousand One Hundred Ninety Three and Forty Eight Cents (\$26,193.48) per year. The City will also pay Common Charges in the amount of approximately Seven Thousand Dollar (\$7,000.00) per year or Five Hundred Eighty Three (\$583.00) per month.

**ARTICLE FIVE**  
**Maintenance and Repairs**

Landlord shall take good care of the Property and shall, at its own cost and expense, make all repairs and maintain the Property, including the heating system, water service, roof and common areas, in good condition and state of repair during the Term. The Landlord shall be responsible for keeping the Property and all parts thereof in a clean and sanitary condition and free from trash, inflammable material, and other objectionable matter, and shall keep the sidewalks and parking areas in front of the Property free of ice, snow and debris. During the Term, the City shall maintain the Property subject to this Lease in good condition, wear and tear for a reasonable use thereof and damage by the elements not resulting from the neglect or fault of the City excepted.

**ARTICLE SIX**  
**Damage**

In case of the destruction of or any damage of any kind whatsoever to the Property, caused by the carelessness, negligence, or improper conduct on the part of the Landlord or its agents, employees, guests, licensees, invitees, assignees or successors or other tenants at the Martin Luther King Hub Plaza, the Landlord shall repair the damage or restore any destroyed parts of the property, as speedily as possible, at the Landlord's sole cost and expense.

**ARTICLE SEVEN**  
**Signs**

The Landlord shall provide a suitable place for a sign, indicating the location of the City's offices. The City shall place such signs in or about the property or any part thereof, including the design and structure thereof as the City deems appropriate or necessary.

**ARTICLE EIGHT**  
**Utilities**

The Landlord will have a separate PSE&G meter for the property and the bill will be paid directly by the City to PSE&G.

**ARTICLE NINE**  
**Compliance**

The Landlord shall promptly comply with all the laws, ordinances, rules, regulations, requirements and directives of the Federal, State and Municipal Governments or other public authorities and of all of their departments, bureaus, divisions and subdivisions, applicable to and affecting the property and its use and occupancy for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the Property, during the Term and shall promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies with policies affecting the Property and its use, contents or events occurring thereat, for the prevention of fire or other casualty, damage or injury, at the Landlord's own cost and expense.

**ARTICLE TEN**

**Indemnification**

The City agrees to and shall save, hold and keep harmless the Landlord from and for any and all payments, expenses, costs, attorneys' fees and from and for all claims and liability for losses or damages to the Property or injuries to persons occasioned wholly or in part by or resulting from any errors, omissions or negligent acts by the City or the City's agents employees, guests, licensees, invitees, subtenants, assignees or successors arising out of the occupancy by the City and the conduct of the City's business.

**ARTICLE ELEVEN**

**Assignment Sub-Lease**

The City shall not, without prior written consent of the Jersey City Redevelopment Agency, assign mortgage or hypothecate this Lease, or sublet or sublease the premises or any part hereof.

**ARTICLE TWELVE**

**Restriction of Use**

The City shall not occupy or use the Property or any part thereof, nor permit or suffer the same to be occupied or used for any purpose other than as herein limited, nor for any purpose deemed unlawful, disreputable or extra hazardous, on account of fire or any other casualty.

**ARTICLE THIRTEEN**

**Inspection and Repair**

The City agrees that the Landlord and the Landlord's agents, employees, or other representatives, shall have the right to enter into and upon the Property or any part thereof, at all reasonable hours, for the purposes of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed to be a covenant by the City nor be construed to create an obligation on the part of the City to make such inspection or repairs.

**ARTICLE FOURTEEN**

**Termination**

The City shall have the right at its convenience to terminate the Licence Agreement at any time without cause.

**ARTICLE FIFTEEN**  
**Validity of License Agreement**

The terms, conditions, covenants and provisions of this License shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity or any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

**ARTICLE SIXTEEN**  
**Notices**

All noticea and demand, incidental to this License Agreement, or the occupation of the Property, shall be in writing. If the City desires to serve any notice or demand it shall be sufficient to send a copy by certified mail, return receipt requested, or delivered to:

Jersey City Redevelopment Agency  
66 York Street  
Jersey City, New Jersey 07302  
Attn: Chris Fiore

Notices from the Jersey City Redevelopment Agency shall be sent by certified mail, return receipt requested, or delivered to:

City of Jersey City  
Office of Real Estate  
365 Summit Avenue #239  
Jersey City, New Jersey 07306

Any copy of any notice to the City should also be addressed to the City of Jersey City Business Administrator.

**ARTICLE SEVENTEEN**  
**Entire Contract**

This License Agreement contains the entire contract between the parties. No representative, agent or employee of the Jersey City Redevelopment Agency has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Jersey City Redevelopment Agency and the City.

**ARTICLE EIGHTEEN**

This License Agreement may not be filed by the City without the prior written consent of the Jersey City Redevelopment Agency.

The Jersey City Redevelopment Agency may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the status or the regulations of any governmental agency in such case made and provided as if the particular provisions of the applicable statuses or regulations were set forth herein at length.

In all references herein to any parties, persons, entities or corporation the use of any particular gender or the singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereunto affixed, the day and year first above written.

**ATTEST:**

**CITY OF JERSEY CITY:**

\_\_\_\_\_  
**ROBERT BYRNE**  
City Clerk

\_\_\_\_\_  
**ROBERT J. KAKOLESKI**  
Business Administrator

**WITNESS:**

**JERSEY CITY REDEVELOPMENT AGENCY:**

\_\_\_\_\_  
**DAVID DONNELLY**  
Executive Director J.C.R.A.

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

City Clerk File No. Res. 15.051

Agenda No. 10.R

Approved: JAN 28 2015



TITLE:

**RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A MONTH TO MONTH TENANCY WITH THE JERSEY CITY REDEVELOPMENT AGENCY FOR OFFICE SPACE AT THE HUB SHOPPING CENTER LOCATED AT 360 & 380-382 MARTIN LUTHER KING DRIVE.**

**WHEREAS**, the City of Jersey City ("City") has a need for space for the use of governmental offices; and

**WHEREAS**, the Jersey City Redevelopment Agency ("JCRA") is the owner of property located at 360 & 380-382 Martin Luther King Drive; and

**WHEREAS**, the City will lease certain space within the Martin Luther King Hub Plaza consisting of approximately 4,965 square feet and located at 360 & 380-382 Martin Luther King Drive ("Property"), to be used for the Women, Infants & Children ("WIC"); and

**WHEREAS**, the City has agreed to a Month to Month Tenancy not to exceed six (6) months starting January 1, 2015 through June 30, 2015; and

**WHEREAS**, the payment of rent shall be at a rate of \$13.33 per sq. ft. for a total of \$33,091.73 per six (6) months or \$5,515.29 per month; and

**WHEREAS**, there are additional common charges of approximately \$1,166.00 per month or \$6,996.00 per six (6) months; and

**WHEREAS**, the City shall have the right to terminate the Lease at any time; and

**WHEREAS**, JCRA agrees to execute the License Agreement attached hereto; and

**WHEREAS**, funds will be made available in the 2015 Temporary and Permanent Calendar Budget in account # 01-201-31-432-304.

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

1. The Mayor or Business Administrator is authorized to execute the attached Licence Agreement with the Jersey City Redevelopment Agency subject to such modification as may be deemed necessary or appropriate by Corporation Counsel.
2. The term of the Licence Agreement is a month to month tenancy effective as of January 1, 2015 through June 15, 2015 at a rate of \$13.33 per sq. ft. not to exceed \$40,500.00.
3. The City shall have the right at its convenience to terminate the Licence Agreement at any time.

City Clerk File No. Res. 15.051

Agenda No. 10.R JAN 28 2015

TITLE:

**RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A MONTH TO MONTH TENANCY WITH THE JERSEY CITY REDEVELOPMENT AGENCY FOR OFFICE SPACE AT THE HUB SHOPPING CENTER LOCATED AT 360 & 380-382 MARTIN LUTHER KING DRIVE.**

I, Donna Mauer, Donna L. Mauer, Chief Financial Officer, hereby certify funds in the amount of \$20,045.00 are available in account #01-102-31-432-304 for this expenditure in accordance with the Local Budget Law N.J.S.A. 40: A4-1 et seq. Requisition #0168678 P.O.# 115890

AMM/pr

APPROVED: Ann Fairbanks, Real Estate Manager APPROVED AS TO LEGAL FORM [Signature]

APPROVED: [Signature] Business Administrator CORPORATION COUNSEL [Signature]

Certification Required

Not Required  **APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

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

[Signature]  
Robert Byrne, City Clerk

**ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A MONTH TO MONTH TENANCY WITH THE JERSEY CITY REDEVELOPMENT AGENCY FOR OFFICE SPACE AT THE HUB SHOPPING CENTER LOCATED AT 360 & 380-382 MARTIN LUTHER KING DRIVE.**

**Initiator**

<b>Department/Division</b>	<b>Administration</b>	<b>Real Estate</b>
<b>Name /Title</b>	<b>Steve Miller</b>	<b>Confidential Assistant</b>
<b>Phone/E-Mail</b>	<b>(201) 547-4904</b>	

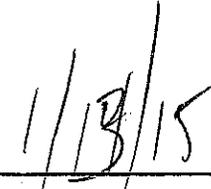
Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance/Resolution Purpose**

**To provide office space for Women, Infants and Children ( WIC).**

I certify that all the facts presented herein are accurate:

  
\_\_\_\_\_  
**Signature of Department Director**

  
\_\_\_\_\_  
**Date**

## **LICENSE AGREEMENT**

**THIS LICENCE AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 between the **JERSEY CITY REDEVELOPMENT AGENCY** located at 66 York Street, Jersey City, New Jersey 07302 and the **CITY OF JERSEY CITY (City)**, having it's principal place of business at City Hall, 280 Grove Street, Jersey City, New Jersey 07302.

### **ONE** **Premises**

The City requires office space for the Women, Infants & Children Program ("WIC") and the Jersey City Redevelopment Agency agrees to rent 4,965 sq. ft. of office space at 360 and 380-382 Martin Luther King Drive, Jersey City, New Jersey.

### **TWO** **Term**

A Month to Month Tenancy not to exceed six months starting January 1, 2015 through June 30, 2015. The City shall have the right to terminate at any time without cause.

### **THREE** **Use**

The City is currently using and may continue to use and occupy 4,965 sq. ft. of office space located at 360 and 380-382 Martin Luther King Drive, Jersey City, New Jersey for the Women, Infants & Children Program ("WIC").

### **FOUR** **Payment of Rent**

The City covenants and agrees to pay the Jersey City Redevelopment Agency rent for and during the Month to Month Tenancy 4,965 sq. ft. @ \$13.33 per sq. ft. or the sum of Five Thousand Five Hundred Fifteen Dollars and Twenty Nine Cents (\$5,515.29) per month for a total of Thirty Three Thousand Ninety One Dollars Seventy Three Cents (\$33,091.73) a year. The City will also pay Common Charges in the amount of approximately One Thousand One Hundred Sixty Six Dollars (\$1,166,00) per month.

**FIVE**  
**Maintenance and Repairs**

Landlord shall take good care of the Property and shall, at its own cost and expense, make all repairs and maintain the Property, including the heating system, water service, roof and common areas, in good condition and state of repair during the Term. The Landlord shall be responsible for keeping the Property and all parts thereof in a clean and sanitary condition and free from trash, inflammable material, and other objectionable matter, and shall keep the sidewalks and parking areas in front of the Property free of ice, snow and debris. During the Term, the City shall maintain the Property subject to this License Agreement in good condition, wear and tear for a reasonable use thereof and damage by the elements not resulting from the neglect or fault of the City excepted.

**SIX**  
**Damage**

In case of the destruction of or any damage of any kind whatsoever to the Property, caused by the carelessness, negligence, or improper conduct on the part of the Landlord or its agents, employees, guests, licensees, invitees, assignees or successors or other tenants at the Martin Luther King Hub Plaza, the Landlord shall repair the damage or restore any destroyed parts of the property, as speedily as possible, at the Landlord's sole cost and expense.

**SEVEN**  
**Signs**

The Landlord shall provide a suitable place for a sign, indicating the location of the City's offices. The City shall place such signs in or about the property or any part thereof, including the design and structure thereof as the City deems appropriate or necessary.

**EIGHT**  
**Utilities**

The Landlord will have a separate PSE&G meter for property and the bill will be paid directly by the City to PSE&G.

**NINE**  
**Compliance**

The Landlord shall promptly comply with all the laws, ordinances, rules, regulations, requirements and directives of the Federal, State and Municipal Governments or other public authorities and of all of their departments, bureaus, divisions and subdivisions, applicable to and

affecting the property and its use and occupancy for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the Property, during the Term and shall promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies with policies affecting the Property and its use, contents or events occurring thereat, for the prevention of fire or other casualty, damage or injury, at the Landlord's own cost and expense.

**TEN**  
**Indemnification**

The City agrees to and shall save, hold and keep harmless the Landlord from and for any and all payments, expenses, costs, attorneys' fees and from and for all claims and liability for losses or damages to the Property or injuries to persons occasioned wholly or in part by or resulting from any errors, omissions or negligent acts by the City or the City's agents employees, guests, licensees, invitees, subtenants, assignees or successors arising out of the occupancy by the City and the conduct of the City's business.

**ELEVEN**  
**Restriction of Use**

The City shall not occupy or use the Property or any part thereof, nor permit or suffer the same to be occupied or used for any purpose other than as herein limited, nor for any purpose deemed unlawful, disreputable or extra hazardous, on account of fire or any other casualty.

**TWELVE**  
**Inspection and Repair**

The City agrees that the Landlord and the Landlord's agents, employees, or other representatives, shall have the right to enter into and upon the Property or any part thereof, at all reasonable hours, for the purposes of examination the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed to be a covenant by the City nor be construed to create an obligation on the part of the City to make such inspection or repairs.

**THIRTEEN**  
**Termination**

The City shall have the right at it's convenience to terminate the Licence Agreement at any time.

**FOURTEEN**  
**Validity of License Agreement**

The terms, conditions, covenants and provisions of this License Agreement shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall

not affect the validity or any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

**FIFTEEN**  
**Notices**

All notices and demand, incidental to this License Agreement, or the occupation of the Property, shall be in writing. If the City desires to serve any notice or demand it shall be sufficient to send a copy by certified mail, return receipt requested, or delivered to:

Jersey City Redevelopment Agency  
66 York Street  
Jersey City, New Jersey 07302  
Attn: Chris Fiore

Notices from the Jersey City Redevelopment Agency shall be sent by certified mail, return receipt requested, or delivered to:

City of Jersey City  
Office of Real Estate  
365 Summit Avenue #239  
Jersey City, New Jersey 07306

A copy of any notice to the City should also be addressed to the attention of the Jersey City Business Administrator.

**SIXTEEN**  
**Entire Contract**

This License Agreement contains the entire contract between the parties. No representative, agent or employee of the Jersey City Redevelopment Agency has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Jersey City Redevelopment Agency and the City.

**SEVENTEEN**

The Jersey City Redevelopment Agency may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the status or the regulations of any governmental agency in such case made and provided as if the particular provisions of the

applicable statues or regulations were set forth herein at length.

In all references herein to any parties, persons, entities or corporation the use of any particular gender or the singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereunto affixed, the day and year first above written.

**ATTEST:**

**CITY OF JERSEY CITY:**

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**ROBERT BYRNE**  
City Clerk

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**ROBERT J. KAKOLESKI**  
Business Administrator

**WITNESS:**

**JERSEY CITY REDEVELOPMENT AGENCY:**

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**DAVID DONNELLY**  
Executive Director J.C.R.A.

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

City Clerk File No. Res. 15.052

Agenda No. 10.5

Approved: JAN 28 2015

TITLE:



**RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT WITH THE NEW JERSEY TURNPIKE AUTHORITY REGARDING THE CONSTRUCTION OF A BRIDGE OVER MILL CREEK TO CONNECT JERSEY AVENUE AND PHILLIP STREET**

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, Jersey Avenue and Phillip Street in Jersey City, Hudson County, New Jersey, are feeder roads to the New Jersey Turnpike and are owned and maintained by the City; and

**WHEREAS**, the New Jersey Turnpike Authority (the "Authority") and the City of Jersey City (the "City") agree that there is a need for a new vehicular bridge over the Morris Canal connecting Jersey Avenue and Phillip Street, with the existing pedestrian bridge crossing the Morris Canal to remain in place; and

**WHEREAS**, a new vehicular bridge as contemplated above will benefit both the Authority and the City by contributing positively to the Authority's mission to provide safe, efficient movement of people and goods by providing a safe, quick and convenient route for commuters, truckers and recreational travelers every day; and

**WHEREAS**, the Authority and the City have discussed and agreed in principle to design and construct a new vehicular bridge over the Morris Canal connecting Jersey Avenue with Phillip Street (the "Project"), wish to enter into an Agreement regarding the design and construction of the Project; and

**WHEREAS**, the Authority and the City desire to execute an agreement to set forth their respective rights and responsibilities, and financial obligations with respect to the above mentioned project.

**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 sign a Memorandum of Agreement with the Authority regarding the construction of a bridge over Mill Creek connecting Jersey Avenue and Phillip Street.

TITLE:

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

JMcK  
01/21/2015

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM  


APPROVED:  Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

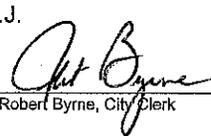
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

  
\_\_\_\_\_  
Robert Byrne, City Clerk

## **Memorandum of Agreement**

### **DESIGN/CONSTRUCTION COORDINATION BETWEEN THE NEW JERSEY TURNPIKE AUTHORITY AND THE CITY OF JERSEY CITY FOR THE CONSTRUCTION OF THE JERSEY AVENUE BRIDGE OVER THE MORRIS CANAL**

This Memorandum of Agreement, made this \_\_\_ day of \_\_\_\_\_, 2014 by and between the **NEW JERSEY TURNPIKE AUTHORITY**, a body corporate and politic of the State of New Jersey, having its principal office and place of business at Executive Offices, 581 Main Street, Woodbridge, New Jersey 07095-5042, hereinafter referred to as the “**Authority**” and the **CITY OF JERSEY CITY**, a municipal corporation of the State of New Jersey having its principal office and place of business at 280 Grove Street, Jersey City, New Jersey 07302, hereinafter referred to as the “**City**.”

#### **WITNESSETH:**

**WHEREAS**, Jersey Avenue and Phillip Street in Jersey City, Hudson County, New Jersey, are feeder roads to the New Jersey Turnpike and are owned and maintained by the City; and

**WHEREAS**, the Authority and the City agree that there is a need for a new vehicular bridge over the Morris Canal connecting Jersey Avenue and Phillip Street, with the existing pedestrian bridge crossing the Morris Canal to remain in place; and

**WHEREAS**, a new vehicular bridge as contemplated above will benefit both the Authority and the City by contributing positively to the Authority’s mission to provide safe, efficient movement of people and goods by providing a safe, quick and convenient route for commuters, truckers and recreational travelers every day; and

**WHEREAS**, the Authority and the City have discussed and agreed in principle to design and construct a new vehicular bridge over the Morris Canal connecting Jersey Avenue with Phillip Street (the “Project”), wish to enter into an Agreement regarding the design and construction of the Project; and

**WHEREAS**, the Authority and the City (collectively, the “Parties”) are entering into this Agreement to set forth their respective rights and responsibilities, and financial obligations with respect to the Project.

**NOW, THEREFORE WITNESSETH;** in consideration of the mutual covenants contained herein, the **AUTHORITY** and the **CITY** agree as follows:

1. **Preambles.** The preambles of this Agreement are incorporated into this paragraph as though set forth herein verbatim.

2. **Purpose and Coordination.**

- a. The Authority agrees to fund and undertake all aspects of the Project, including but not limited to design, permitting, utility work, construction contracts, construction supervision and overall Project management. The design, permitting and ROW acquisition shall be performed under the Authority's OPS No. T3548, Design Services for Contract No. T100.344, Jersey Avenue Vehicular Bridge over the Morris Canal. Utility work shall be performed through utility orders. Construction shall be performed under Contract No. T100.344 and construction supervision shall be performed under an assignment to be determined at a later date. The total project cost shall not exceed \$10,000,000.00.
- b. The Authority shall provide preliminary and final design plans to the City for its review and approval.
- c. The Authority shall obtain all required permits and approvals for the Project including, but not limited to, those that may be required by CAFRA, the New Jersey Department of Environmental Protection, the U.S. Army Corps of Engineers, the United States Coast Guard, and the New Jersey State Historic Preservation Office. The City shall provide to the Authority whatever assistance may reasonably be required in this effort.
- d. The City shall acquire at its own expense any Right-of-Way ("ROW") required for construction of the Project on any Real Property that is owned by the City or a private entity. The City shall also provide or cause to be provided any Right-of-Entry ("ROE") permits on any Real Property that is owned by the City or a private entity and is required either permanently or temporarily for construction of the Project.
- e. The Authority shall help facilitate the City's acquisition at the City's expense any ROW required for construction of the Project on any Real Property that is owned by the State of New Jersey or any department, agency, or political subdivision of the State of New Jersey. The City shall also provide or cause to be provided any ROE permits on any Real Property that is owned by the State of New Jersey or any department, agency, or political subdivision of the State of New Jersey and is required either permanently or temporarily for construction of the Project.
- f. The Parties recognize that traffic flow created by the new bridge structure may necessitate the installation of traffic control signalization at the intersection of Phillip Street, Johnston Avenue, Audrey Zapp Drive, and Mill Creek Lane. Should the City desire the installation of traffic control measures beyond what is currently in place, it may request that the Authority include such traffic control measures in the Project's design plans. The Authority shall fund the inclusion of traffic control signalization in the Project design plans, however, the City shall be responsible for the costs associated with the acquisition and installation of the required traffic control devices.

- g. The Parties further recognize and agree to implement by such resolutions, deeds, grants and other documents and to take such administrative action as may be reasonably necessary to fulfill the purposes and intent of this Agreement within a reasonable time after execution of this Agreement by all parties.
- h. A final Inspection of the Project shall be scheduled when the construction has been deemed substantially complete. The City shall be invited to attend said Final Inspection. The City will provide the Authority with a list of deficiencies, if any, resulting from the Final Inspection and the Authority shall cause said deficiencies to be corrected before acceptance of the Project by the City.
- i. The Authority shall provide the City with a copy of as-built construction plans at the completion of the Project.
- j. The parties further recognize and agree to implement by such resolutions, deeds, grants and other documents and to take such administrative action as may be reasonably necessary to fulfill the purposes and intent of this Agreement within a reasonable time after execution of this Agreement by all parties.

3. **Jurisdiction and Maintenance.**

- a. The City agrees to accept and to exercise exclusive jurisdiction, maintenance, and control over all areas of the Project upon completion of construction. The City agrees to accept and to exercise exclusive jurisdiction, maintenance and control over all structures, including but not limited to the bridge and retaining walls, and approach roadway related items, including but not limited to pavement, curb, traffic control devices/signalization, highway lighting, and drainage structures constructed under the Project.
- b. The term “exclusive jurisdiction, maintenance, and control” shall include responsibility for maintenance, repairs, snow removal and emergency services including, but not limited to maintenance of the roadway pavement, curbs, sidewalk, drainage, storm water basins, turf management, mowing, landscaping, fencing, berms, guide rail up to the structure, slopes of cut or fill associated with the roadway, pavement markings, delineators, signs, impact attenuators and/or crash cushions, lighting systems (lamps, poles, junction boxes, electrical system), litter patrol, policing, emergency services, and snow and ice removal.

4. **Further Assurances.** The parties hereto agree to perform such acts (including, without limitation, executing and delivering instruments and documents) as may be reasonably necessary to fully effectuate the intent and purpose of this Agreement. Such instruments and documents shall not impose additional substantive obligations on a party beyond those contemplated by this Agreement.

5. **Binding Nature.** Each party hereto represents to the others that the execution of this Agreement and its performance hereunder have been duly authorized by all requisite action by it and that this Agreement sets forth its legal, valid and binding obligations.
6. **Notices.** Notices and communications under this Agreement shall be in writing and sent via certified mail, return receipt requested, and shall be directed as follows, or to such other address as the party receiving such notice shall have previously specified by notice to the party sending such notice:

If to the City:           Office of the City Clerk  
                                  City of Jersey City  
                                  280 Grove Street  
                                  Jersey City, New Jersey 07302  
                                  Attention: The City Clerk

If to the Authority:   New Jersey Turnpike Authority  
                                  P.O. Box 5042  
                                  581 Main Street  
                                  Woodbridge, New Jersey 07095-5042  
                                  Attn: Executive Director

With a copy to:       New Jersey Turnpike Authority  
                                  P.O. Box 5042  
                                  581 Main Street  
                                  Woodbridge, New Jersey 07095-5042  
                                  Attn: General Counsel

7. **Assignment and Delegation.** Neither this Agreement nor any rights or obligations hereunder may be assigned or delegated by either party hereto without the written consent of the other parties hereto, and any such purported assignment or delegation shall be null and void and of no force or effect.
8. **No Individual Liability.** No commissioner, director, officer, official, agent or employee of any of the parties hereto shall be held personally liable under any provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.
9. **Partial Invalidity.** If any provisions of this Agreement shall be such as to destroy its mutuality or to render it invalid or illegal, then, if it shall not appear to have been so material that without it this Agreement would not have been made by the parties, it shall not be deemed to form a part hereof but the balance of this Agreement shall remain in full force and effect.
10. **Entire Agreement.** This Agreement sets forth all of the promises, covenants, agreements, conditions and undertakings between the Signatory Parties with respect to the Project and supersedes all prior or contemporaneous agreements

and undertakings, inducements, or conditions, express or implied, oral or written between the Signatory Parties and no change or modification, termination or discharge of this Agreement shall be effective unless in writing and signed by the party to be charged therewith.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey, without reference to choice of law principles.
12. **Indemnity.** The Authority shall cause its consultants, and construction contractor(s) to indemnify, defend, protect, and save harmless the City, its officers, agents, and employees from and against any and all suits, claims, losses, demands, fees, costs of investigation, cost of defense, and damages of whatever kind or nature arising out of any negligent act, error or omission by the contractor(s), its subcontractor(s), or employees arising out of any design, construction or supervision activities performed while on property owned and/or controlled by the City. The obligations of this paragraph shall survive the expiration, rescission and termination of this Agreement.
13. **Insurance.** The Authority shall cause its design consultant, construction supervision consultant and other consultants who perform work on the Project to provide insurance in conformance with the Authority's standard Order for Professional Services ("OPS"). The Authority shall cause its construction contractor(s) to maintain insurance in accordance with the most recent version of Standard Specification 106.20 of the Contract Documents, as amended, for the Project. The City shall be named as an additional insured to all such policies.
14. **Miscellaneous.**
  - a. The Signatory Parties shall cooperate in a timely manner with each other in all respects before and during the term of the project as described in this Agreement, to facilitate the purpose and intent of this Agreement so that the Project may proceed as rapidly as possible.
  - b. If any dispute or difference shall arise among the Signatory Parties with respect to the terms of this Agreement, the Signatory Parties shall meet in an effort to resolve the dispute or difference.
  - c. This Agreement shall be binding upon and inure to the benefit of the Signatory Parties and their successors and assigns. This Agreement shall not be for the benefit of nor shall it bind any entity not a party to this Agreement.
  - d. This Agreement may be executed in identical counterparts, any or all of which may contain the signatures of fewer than all of Signatory Parties, but all of which shall be taken together as a single instrument.

IN WITNESS WHEREOF, the Signatory Parties have executed this Agreement the day and year first above written.

**ATTEST:**

**CITY OF JERSEY CITY**

By: \_\_\_\_\_  
**Robert Byrne**  
City Clerk

By: \_\_\_\_\_  
**Steven M. Fulop**  
Mayor

**REVIEWED BY:**

\_\_\_\_\_  
**Jeremy Farrell**  
Corporation Counsel

**NEW JERSEY TURNPIKE AUTHORITY**

**ATTEST:**

By: \_\_\_\_\_  
**Sheri Ann Czajkowski**  
Secretary to the Authority

By: \_\_\_\_\_  
**Joseph W. Mrozek**  
Executive Director

**REVIEWED BY:**

\_\_\_\_\_  
**Bruce A. Harris**  
General Counsel

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

City Clerk File No. Res. 15.053

Agenda No. 10.T

Approved: JAN 28 2015

TITLE:



**A RESOLUTION AUTHORIZING A LICENSE AGREEMENT OF CITY-OWNED PROPERTY LOCATED AT 362 SUMMIT AVENUE WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA FROM DECEMBER, 2014 TO DECEMBER 2015 TO THE JERSEY CITY REDEVELOPMENT AGENCY**

**WHEREAS**, the City of Jersey City is the owner of a certain parcel of real property known and designated as:

<u>BLOCK</u>	<u>LOT</u>	<u>STREET ADDRESS</u>
12301	2	362 Summit Avenue

situated in the City of Jersey City, Hudson County, New Jersey; and as more particularly shown on the Official Assessment Map and referenced in the designation assigned to individual tax lot in the records of the Tax Assessor (hereinafter "Property"); and

**WHEREAS**, the Municipal Council of the City of Jersey City has declared, that the Property contained within the Journal Square 2060 Redevelopment Area is an area deemed "area in need of rehabilitation" pursuant to N.J.S.A. 40A:55-12 et. seq.; and

**WHEREAS**, the Municipal Council adopted, by Ordinance No.10-103 at its meeting of August 25, 2010, the Journal Square 2060 Redevelopment Plan; and

**WHEREAS**, the Property lies within the legally established boundaries of the Journal Square 2060 Redevelopment Plan Area; and

**WHEREAS**, the Jersey City Redevelopment Agency has development responsibilities within the Journal Square 2060 Redevelopment Area to effectuate the rehabilitation, redevelopment and revitalization of the Journal Square 2060 Redevelopment Area; and

**WHEREAS**, the Jersey City Redevelopment Agency has deemed it necessary to request a license Agreement of Property from the City of Jersey City to accomplish activities in support of redevelopment within the Journal Square 2060 Redevelopment Plan; and

**WHEREAS**, the City of Jersey City may grant a License Agreement of the Property to the Jersey City Redevelopment Agency pursuant to N.J.S.A. 40A:12A-39(a) & (f).

TITLE:

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

- 1. Pursuant to N.J.S.A. 40A:12A-39(a) & (f) a License Agreement of Property known as

<u>BLOCK</u>	<u>LOT</u>	<u>STREET ADDRESS</u>
12301	2	362 Summit Avenue

to the Jersey City Redevelopment Agency is hereby authorized.

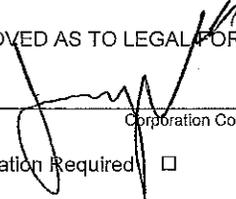
- 2. That the Mayor, Business Administrator and appropriate Division of the municipality hereby authorize a License Agreement of the aforesaid Property to the Jersey City Redevelopment Agency.
  - A. All Resolutions and part of Resolutions inconsistent herewith are hereby repealed.
  - B. This Resolution shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this Resolution codified and incorporated in the official copies of the Jersey City Code.
  - C. This Resolution shall take effect at the time and in the manner as provided by law.
  - D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of the Resolution reveals that there is a conflict between those numbers and the existing code in order to avoid confusion and possible accidental repealers of existing provisions.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED:  \_\_\_\_\_

Business Administrator

 \_\_\_\_\_

Corporation Counsel

Certification Required

Not Required

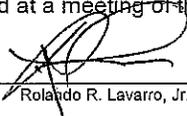
**APPROVED 8-1**

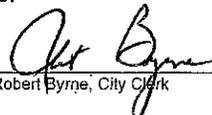
RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>1 28 15</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

 \_\_\_\_\_  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

A RESOLUTION AUTHORIZING A LICENSE AGREEMENT OF CITY-OWNED PROPERTY LOCATED AT 362 SUMMIT AVENUE WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA FROM DECEMBER, 2014 TO DECEMBER, 2015 TO THE JERSEY CITY REDEVELOPMENT AGENCY

**Initiator**

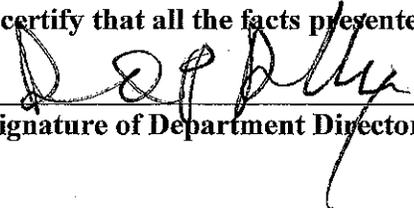
Department/Division	Jersey City Redevelopment Agency	
Name/Title	David Donnelly	EXECUTIVE DIRECTOR
Phone/email	201-761-0820	donnelyd@jcnj.ORG

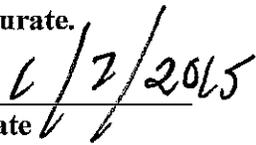
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

The Jersey City Redevelopment Agency is completing its due diligence to acquire property in the Journal Square 2060 Redevelopment Area to effectuate the rehabilitation, redevelopment and revitalization initiatives of the Journal Square 2060 Redevelopment Plan for the sale of property to Vaishno MA Summit, LLC and the contingency of 35 parking spaces for 18 months.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

## LICENSE AGREEMENT

This **AGREEMENT** is made this \_\_\_\_ day of December, 2014, between the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, [City or Licensor] and **JERSEY CITY REDEVELOPMENT AGENCY**, with offices at 66 York Street, Jersey City, NJ [Licensee.]

**WITNESSETH** that:

1. The City is the owner of certain property located within Block 12301, Lot 2 more commonly known by the street address of 362 Summit particularly described on the map attached hereto as Exhibit A.
2. Licensee has a temporary need for use of the City Property for the following purposes and no other purpose whatsoever: redeveloper due diligence including environmental investigation, sampling, surveying and geotechnical
3. This License shall commence on December 31<sup>st</sup>, 2014 and shall expire no later than one (1) years thereafter. In order to obtain access to the Property, Licensee must first notify the City's Division of Real Estate.
4. The City agrees to permit Licensee or its duly designated agents, servants, employees, contractors or invitees, to enter onto the City Property for the purposes set forth above of and for no other purpose whatsoever.
5. No permanent improvements or equipment shall be used or permitted to be placed on the property, without the prior written approval of the City's Engineer.
6. Licensee shall pay the City a user fee equal to the sum of \$1.00 payable on December 31<sup>st</sup> 2014 for this License commencing on the date this agreement is executed. This is a user fee only and does not constitute rent or fair market value.
7. Licensee shall defend, indemnify, save and hold harmless the City from any and all accidents, losses, damages, claims, demands, suits, judgments, liens, expenses or damages whatsoever including but not limited to any environmental damage or claims caused or exacerbated by the use of the Property, arising by reason of this Agreement or the use of the Property by Licensee or any of its agents, servants, employees, contractors or invitees, in, on or about the Property during the term of this agreement, whether the use of the Property is within or outside the scope of the

above permitted use. Licensee's obligations hereunder shall survive any termination of this Agreement.

8. Licensee agrees to carry Property Damage and Comprehensive General Liability Insurance for an amount not less than \$1,000,000 or such other type and amount as is deemed necessary or appropriate by the City's Risk Manager. Licensee shall furnish to the City a Certificate of Insurance for the benefit of Licensee, naming the City, its employees or agents as additional named insured and covering the Property herein described. Delivery of Certificates of Insurance evidencing policies of insurance and proof of payment of premium shall be delivered to the City prior to exercising any rights under this Agreement but in no event later than five (5) days prior to the commencement of any activities conducted pursuant to this Agreement.

9. All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with Licensee's use of the City Property, shall be reported immediately to the City of Jersey City, Division of Risk Management, the Office of Real Estate and the City Engineer, as authorized representatives of the City together with all information required by the City on prescribed forms to be provided by the City.

10. Licensee shall accept sole responsibility for any or all security, if necessary, for its personnel, equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invitees on the property, at no cost to the City of Jersey City.

11. The Licensee acknowledges and agrees that it shall be permitted to place only that machinery and materials as is permitted with the prior written approval of the City Engineer.

12. Any improvements or equipment installed or used by Licensee in connection with its use of the City Property that may be removed without damage to Licensee's property shall be deemed to be the property of Licensee and shall be removed by it at the termination of the License, or not later than two (2) days thereafter. In the event that the same is not removed, it shall be deemed abandoned and the City shall have the right to dispose of the same and charge Licensee for any cost of disposing thereof.

13. Licensee shall provide in writing to the City the names of two (2) authorized representatives of Licensee who shall be responsible for adherence to the terms and conditions of the License before, during and after the effective date of this License. No other persons are to speak or act for Licensee.

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

City: City of Jersey City  
Business Administrator  
City Hall  
280 Grove Street  
Jersey City, NJ 07302

with a copy to the City Engineer

Licensee: Jersey City Redevelopment Agency  
66 York Street  
Jersey City, N.J. 07302

15. The City reserves unto itself for any and all purposes, all rights of entry and possession, including but not limited to the inspection, repair and maintenance of any City utilities and for any public purpose.

16. Licensee shall at its own cost and expense restore the area to the same condition it was in prior to the commencement date of this license to the reasonable satisfaction of the City Engineer.

17. The parties intend only to create a temporary license and not to convey a lease, easement or any other interest or estate in or running with the land. It is specifically agreed and understood that Licensee will not acquire any prescriptive interest or rights whatsoever to the City Property under this License.

18. Licensee shall not assign this Agreement, or any part thereof, or occupy the Property for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages and forfeiture.

19. The City reserves the right to terminate the agreement at will upon ten (10) days prior written notice to Licensee.

20. All of the above terms and conditions shall be binding on Licensee, the City and all other parties for which the Property is herein licensed. The City reserves the right to terminate the License at any time during the term hereof for good cause, including but not limited to any violation of any applicable land use or construction code regulations, or to advance or effectuate any public purpose or policy, upon thirty (30) days prior written notice to Licensee.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date above written.

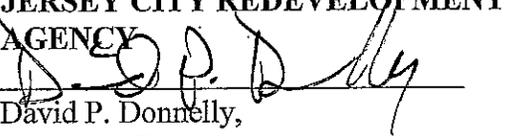
ATTEST:

CITY OF JERSEY CITY

\_\_\_\_\_  
Robert Byrne  
City Clerk

\_\_\_\_\_  
Robert J. Kakoleski,  
Business Administrator

WITNESS:  


JERSEY CITY REDEVELOPMENT  
AGENCY  
  
\_\_\_\_\_  
David P. Donnelly,  
Executive Director

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

City Clerk File No. Res. 15.054

Agenda No. 10.U

Approved: JAN 28 2015



TITLE: **RESOLUTION AUTHORIZING AN AGREEMENT WITH  
PARK PLACE INTERNATIONAL FOR THE SUPPORT  
OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**

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

**WHEREAS**, funds must be allocated for the maintenance of proprietary PC Network file server hardware and software systems; and

**WHEREAS**, **PARK PLACE INTERNATIONAL** has agreed to provide these goods and services per specifications of the Division of Information Technology; and

**WHEREAS**, the City of Jersey City has received a proposal from **PARK PLACE INTERNATIONAL** (for a one year period, 1-1-15 to 12-31-15) in the amount of **\$21,929.03**; which will be available in the temporary budget for this expenditure in accordance with Local Budget Law, N.J.S.A. 40A:4-1 et. seq; and

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

**WHEREAS**, funds are available in the amount of **\$21,929.03 in Acct. No. 1-201-20-140-314**

**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**, **PARK PLACE INTERNATIONAL** has completed and submitted a Business Entity Disclosure Certification which certifies that **PARK PLACE INTERNATIONAL** 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 **PARK PLACE INTERNATIONAL** from making any reportable contributions during the term of the contract; and

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

**WHEREAS**, **PARK PLACE INTERNATIONAL** has submitted it's Certification of Compliance with the City's Pay-To-Play Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, Robert Magro, the City's DP Coordinator, has determined and certified in writing that the value of the contract will exceed \$17,500; and

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

City Clerk File No. Res. 15.054Agenda No. 10.U JAN 28 2015

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH  
PARK PLACE INTERNATIONAL FOR THE SUPPORT  
OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**

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**NOW , THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **PARK PLACE INTERNATIONAL** be accepted and that a contract be awarded to said company in the amount of **\$21,357.12**, and the City's Purchasing Agent is directed to have such a contract drawn up and executed;

**BE IT FURTHER RESOLVED**, that the term of the contract shall be one year effective as of January 1, 2015;

**BE IT FURTHER RESOLVED**, that upon certification by an official of employee of the City authorized to receive the material pursuant to the contact, 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;

**BE IT FURTHER RESOLVED**,, the Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

**BE IT FURTHER RESOLVED**,, this contract is awarded in accordance with N.J.S.A 40A:11-5 (1) (dd).

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

City Clerk File No. Res. 15.054

Agenda No. 10.U JAN 28 2015

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH  
PARK PLACE INTERNATIONAL FOR THE SUPPORT  
OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**

**BE IT FURTHER RESOLVED**, that pursuant to N.J.A.C. 5:30-5.5(a) the continuation of this contract after the expenditure of funds encumbered in the 2015 Fiscal Year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 Fiscal Year permanent budget.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **01-201-20-140-314** for payment of the above Resolution.

Requisition No. 0168719

Purchase Order No. 115874

EEO/AA Review \_\_\_\_\_

APPROVED: [Signature]  
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 1.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			LAVARRO	✓		
KHEMRAJ	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			RIVERA	✓		

✓ 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 Lavarro, President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH PARK PLACE INTERNATIONAL FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**

**Project Manager**

Department/Division	Administration	Information Technology
Name/Title	Robert Magro	DP Coordinator
Phone/email	201-547-4274	bobm@jcnj.org

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

**Contract Purpose**

Support services for proprietary computer hardware systems used by City agencies. This includes 24x7, 365 day support of the following : PC network file servers and tape backup systems.

**Cost (Identify all sources and amounts)**

IT operating budget, \$21,929.03

**Contract term (include all proposed renewals)**

One year

**Type of award**

Support of proprietary IT system

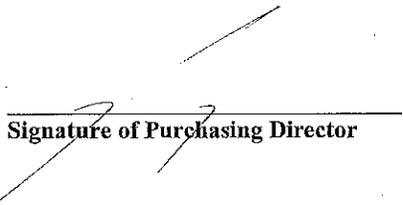
**If "Other Exception", enter type**

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

1-12-15  
Date

  
Signature of Purchasing Director

1/16/15  
Date

## DETERMINATION OF VALUE CERTIFICATION

Robert Magro, of full age, hereby certifies as follows:

1. I am the Data Processing Coordinator of the City of Jersey City (City) Division of Information Technology and have knowledge of the goods and services that the Division of Information Technology needs.
2. The Division of Information Technology requires maintenance of proprietary PC Network file server hardware and software systems.
3. The City has determined that a contract for maintenance of these proprietary PC Network hardware/software systems should be awarded pursuant to N.J.S.A. 40A:11-5(1)(dd).
4. **PARK PLACE INTERNATIONAL** can provide the maintenance services for the proprietary PC Network hardware/software systems used by the City and has submitted a proposal indicating that it will provide the services for the sum of 21,929.03 per year.
5. The Division of Information Technology's recommendation is to award the contract to **PARK PLACE INTERNATIONAL**.
6. The term of the contract is one year effective as of January 1, 2015.
7. The estimated amount of the contract exceeds \$17,500.00 (21,929.03).
8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 1-12-15



Robert Magro, DP Coordinator  
Division of Information Technology



## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1810544 FOR PARK PLACE TECHNOLOGIES LLC IS VALID.

ENTERED

JAN 13 2015

TM



5910 Landbrook Drive Suite 300 Mayfield Heights, OH 44124  
 Phone 800-931-3366 Facsimile 800-531-6303  
 http://www.parkplacetechnologies.com

**Maintenance Service Agreement**

Pricing on this MSA is valid for 30 days from quote date below

Company City of Jersey City  
 Address 1 Journal Square Plaza  
75 Bishop St.  
Jersey City, NJ 07306

Bill to: City of Jersey City  
1 Journal Square Plaza  
75 Bishop St.  
Jersey City, NJ 07306

Quote#: 41381-1

Quote Date: 11/6/2014

Agreement D4327M

Bill Frequency: Annual

Term Start: 1/1/2015

Term End: 12/31/2015

Contact: Magro, Robert  
 Phone: (201)547-4274  
 Email: bobm@icnj.org

Park Place Rep: Schaefer, Ryan  
 Partner Contact: Magro, Robert

**Year 1**

OEM	Serial Number	Description	SLA	QTY	Location	Start Date	Action	Jan 2015	Feb 2015	Mar 2015	Apr 2015	May 2015	Jun 2015	Jul 2015	Aug 2015	Sep 2015	Oct 2015	Nov 2015	Dec 2015	Total		
DELL	CQSGGH1	PowerEdge R605 2xQuadCore Opteron2370HE 2.3GH	7x24x4	1	Jersey City, NJ	1/1/2015	Renewal	23.94	23.94	23.94	23.94	23.94	23.94	23.94	23.94	23.94	23.94	23.94	23.94	23.94	287.28	
DELL	FGFOPJ1	POWEREDGE 2900 SERVER	7x24x4	1	Jersey City, NJ	1/1/2015	Renewal	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	516.96
DELL	2R1SYG1	POWEREDGE 2950	7x24x4	1	Jersey City, NJ	1/1/2015	Renewal	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	516.96
DELL	FB11QB1	POWEREDGE 2950	7x24x4	1	Jersey City, NJ	1/1/2015	Renewal	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	516.96
DELL	7GQXPD1	POWEREDGE 2950	7x24x4	1	Jersey City, NJ	1/1/2015	Renewal	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	516.96
DELL	BBHKJK1	PowerEdge R710 2U Rack Server	7x24x4	1	Jersey City, NJ	1/1/2015	Renewal	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	445.20
DELL	51R93G1	POWEREDGE 2950	7x24x4	1	Jersey City, NJ	1/1/2015	Renewal	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	516.96
DELL	8RHY1F1	PowerEdge R200	7x24x4	1	Jersey City, NJ	1/1/2015	Renewal	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	372.00
DELL	79SXBK1	PowerEdge R610	7x24x4	1	Jersey City, NJ	1/1/2015	Renewal	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	617.52
DELL	CG1SYG1	POWEREDGE 2950	7x24x4	1	Jersey City, NJ	1/1/2015	Renewal	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	516.96
DELL	82BNZD1	POWEREDGE 840 Celeron or Pentium CPU	7x24x4	1	Jersey City, NJ	1/1/2015	Renewal	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	516.96
DELL	BKQDTF1	POWEREDGE 860	7x24x4	1	Jersey City, NJ	1/1/2015	Renewal	40.69	40.69	40.69	40.69	40.69	40.69	40.69	40.69	40.69	40.69	40.69	40.69	40.69	40.69	488.28
DELL	BQ3VND1	POWEREDGE 860	7x24x4	1	Jersey City, NJ	1/1/2015	Renewal	40.69	40.69	40.69	40.69	40.69	40.69	40.69	40.69	40.69	40.69	40.69	40.69	40.69	40.69	488.28
DELL	CBHKJK1	PowerEdge R710 2U Rack Server	7x24x4	1	Jersey City, NJ	1/1/2015	Renewal	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	445.20
DELL	FYHYFK1	PowerEdge R610	7x24x4	1	Jersey City, NJ	1/1/2015	Renewal	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	617.52
DELL	2FCYFK1	PowerEdge R610	7x24x4	1	Jersey City, NJ	1/1/2015	Renewal	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	617.52
DELL	FTP21D1	POWEREDGE 2950	7x24x4	1	Jersey City, NJ	1/1/2015	Renewal	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	516.96
DELL	3H6CCK1	PowerEdge R610	7x24x4	1	Jersey City, NJ	1/1/2015	Renewal	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	617.52
DELL	6QFYNU1	POWEREDGE 2950	7x24x4	1	Jersey City, NJ	1/1/2015	Renewal	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	516.96
DELL	4VZTSH1	POWEREDGE 2900 SERVER	7x24x4	1	Jersey City, NJ	1/1/2015	Renewal	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	516.96
DELL	J23QLF1	POWEREDGE SC1435 1U two dual-core AMD Processors	7x24x4	1	Jersey City, NJ	1/1/2015	Renewal	14.36	14.36	14.36	14.36	14.36	14.36	14.36	14.36	14.36	14.36	14.36	14.36	14.36	14.36	172.32
DELL	FC3FGH1	POWEREDGE 1950	7x24x4	1	Jersey City, NJ	1/1/2015	Renewal	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	516.96
DELL	41R93G1	POWEREDGE 2950	7x24x4	1	Jersey City, NJ	1/1/2015	Renewal	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	516.96
DELL	4ZRQJN1	PowerEdge R710 2U Rack Server	7x24x4	1	Jersey City, NJ	1/1/2015	Renewal	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	445.20
DELL	GAG5AG1	PowerEdge R200	7x24x4	1	Jersey City, NJ	1/1/2015	Renewal	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	372.00
DELL	J1RCCG1	P5500E - Dual Controller with 16x1TB SATA Drives	7x24x4	1	Jersey City, NJ	1/1/2015	Renewal	248.35	248.35	248.35	248.35	248.35	248.35	248.35	248.35	248.35	248.35	248.35	248.35	248.35	248.35	2,980.20
DELL	1LNHYH1	EqualLogic P85000E - SATA, 16 Drive	7x24x4	1	Jersey City, NJ	1/1/2015	Renewal	127.36	127.36	127.36	127.36	127.36	127.36	127.36	127.36	127.36	127.36	127.36	127.36	127.36	127.36	1,528.32
HP	USE527CAN1	ML150G4 HP-SCSI US TWR CTO CHASSIS	7x24x4	1	Jersey City, NJ	1/1/2015	Renewal	17.10	17.10	17.10	17.10	17.10	17.10	17.10	17.10	17.10	17.10	17.10	17.10	17.10	17.10	205.20

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## PARK PLACE TERMS AND CONDITIONS

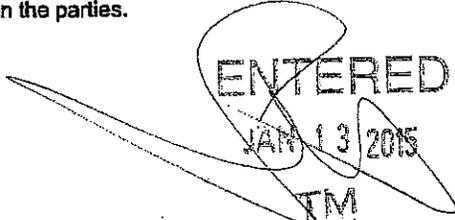
By accepting these terms, Park Place Technologies, LLC ("Park Place") agrees to provide and the undersigned "Customer" agrees to accept maintenance service listed on Exhibit A, the Equipment and Features List, and for any additional "Equipment" and "Features" that may be added by Customer, subject to written acceptance by Park Place.

1. **TERMS OF AGREEMENT.** The "Term" of this Agreement begins and ends on the dates as listed in Exhibit A, unless sooner terminated in accordance with the provisions of this Agreement. It will automatically renew for successive one-year terms, unless either party exercises its option to terminate this Agreement. To exercise its option to terminate at the end of a Term, a party must deliver a written notice of termination to the other party that is received no later than sixty (60) days before the last day of the then-existing Term. This Agreement may be terminated by either party if the other party has failed to comply with its terms and conditions. The Customer may remove individual Equipment and/or Features by giving sixty (60) days' written notice to Park Place.
2. **RESPONSIBILITIES OF THE CUSTOMER.** The Customer will maintain environmental conditions on its site for the duration of this Agreement as specified by the original equipment manufacturer. The Customer shall provide Park Place with full and free access to the Equipment, and a safe place in which to perform maintenance service. The Customer shall also maintain a current backup of the Operating System and other applicable software programs and data. Should any person other than Park Place service representatives repair, modify, or perform any maintenance service on any Equipment as listed on Exhibit A, and as a result, Park Place is required to restore the Equipment to good operating condition, the Customer will be billed separately per the call-rates and terms in effect at that time.
3. **INSPECTION AND REPAIR.** As part of its all-inclusive service, Park Place will provide an on-site or virtual inspection of any Equipment covered by this Agreement. The Equipment shall be made available to determine if it is in good operating condition. Until the inspection has been performed, Park Place cannot guarantee the quality or approach of its maintenance services. Any repairs or adjustments that are required to bring the Equipment into good operating condition are not included in this Agreement. Customer has the choice of using Park Place service representatives to perform the needed repairs under a separately-negotiated contract, or bring the Equipment into good working condition with another vendor. Park Place reserves the right to adjust the Equipment and Features List after the inspection, which shall be negotiated in good faith with the Customer. Park Place may terminate this Agreement if the Equipment is not brought up to good working condition.
4. **RESPONSIBILITIES OF PARK PLACE.** Park Place shall maintain the Equipment and Features listed on Exhibit A or other amendments, in good operating condition, according to the hours of coverage as listed in Exhibit A. Maintenance service includes on-call remedial maintenance including: lubrication, adjustments, and replacement of parts as warranted. Park Place shall exchange faulty hardware for new, or reconditioned to perform as new, hardware. Faulty hardware parts shall then become Park Place property. All services are dependent upon hardware availability on reasonable terms. If hardware cannot be replaced or if parts are no longer available, Park Place shall work with Customer to find a mutually acceptable solution. Maintenance service is limited to only those adjustments or repairs that are the result of normal usage, wear, and tear.
5. **EXCLUSIONS FROM PARK PLACE MAINTENANCE SERVICE.** The following services are outside the scope of maintenance service provided by Park Place service representatives: (a) Electrical work external to the Equipment; (b) Modems/telephone lines; (c) Repair of damage which adversely affects the Equipment's operability or serviceability. Damage is described as follows: caused by fire, flood, water, lightening, transportation, or due to neglect or misuse; (d) Repair of damage caused by the Customer's improper use, management, or supervision of the Equipment, including electrical power, air conditioning, or humidity control, or damage which is caused by the use of the Equipment for purposes other than for which it is designed; (e) Furnishing platens, drums, batteries, supplies, or other accessories, including media such as tapes and disk packs; (f) Furnishing printer consumables: fusers, maintenance kits, feed rollers, separation, transfer toners, ribbons, thermal print heads, jet print head bleeder kits and lines, and scanner lamps or bulbs; (g) Systems engineering services or software support, including programming, diagnosis of application software problems, hardware or software upgrades, restoration of operating systems, programs, and files, or preparation of Customer's media for such files; (h) Maintenance or repairs based on Customer's unauthorized attempt to repair or maintain the Equipment, or any changes, modifications, or alterations in or to the Equipment. Customer will contact Park Place for authorization prior to attempting repair or maintenance of the covered Equipment. Excluded services noted above may be performed by a separately-negotiated Agreement.
6. **INVOICES, PAYMENTS, AND CHARGES.**
  - a. Maintenance and other charges will be invoiced in advance and are due and payable within 30 days of receipt of invoice. Park Place reserves the right to adjust the specified charges if the Equipment specifications, attachments, or features of any item or Equipment are changed after the start date. Charges for a partial-month's service will be prorated on the basis of a 30-day month. All invoices unpaid thirty (30) days after the invoice date will have interest applied at the rate of 1.5% per month. Customer agrees to pay all costs involved in collecting overdue accounts, including reasonable attorney's fees. Park Place may terminate maintenance service by giving ten (10) days' written notice to the Customer when Customer is in payment default.
  - b. Rates and fees shall remain unchanged for the first term of this Agreement. Park Place may negotiate a price change with the Customer after the first term.

ENTERED  
JAN 13 2015  
TM

Initial Here: \_\_\_\_\_

- c. Any unscheduled on-call remedial maintenance not included in Exhibit A will be invoiced to the Customer, based on the current Park Place on-call rates. Travel time and expenses will also be included in this fee.
  - d. All taxes shall be the responsibility of the Customer. Taxes include: import duties, customs, federal, state, municipal, or any other government excise sales, use, occupational, or similar taxes.
  - e. Unpaid maintenance fees (and any associated costs and expenses) shall become immediately due and payable to Park Place, if this Agreement is terminated for any reason. Any pre-payment of services that are part of an early termination, shall be reimbursed according to the date of termination and prorated based on a 30-day month.
- 7. LIMITS OF LIABILITY.** PARK PLACE'S TOTAL LIABILITY FOR ANY CLAIM OF ANY TYPE WHATSOEVER IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY PARK PLACE'S SOLE NEGLIGENCE. THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF NEGLIGENCE WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY THE CUSTOMER DURING THE ONE (1) YEAR PERIOD PRECEDING THE DATE OF LIABILITY. PARK PLACE SHALL NOT BE LIABLE IN CONTRACT LAW, TORT, OR ANY OTHER THEORY OF LAW, FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY, EXTRA-CONTRACTUAL, OR CONSEQUENTIAL DAMAGE PERTAINING TO THE MAINTENANCE SERVICE OR EQUIPMENT OUTLINED IN THIS AGREEMENT. NOR WILL PARK PLACE BE LIABLE FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTED FACILITIES OR EQUIPMENT, OR SERVICE DOWN-TIME COSTS. THIS LIMIT OF LIABILITY SHALL ALSO EXTEND TO CUSTOMERS OF THE CUSTOMER, NO MATTER HOW SUCH DAMAGES OCCURRED, WHETHER OR NOT BECAUSE OF NEGLIGENCE, STRICT LIABILITY, FAULT, OR DELAY OF PARK PLACE, OR BREACH OR FAILURE TO PERFORM THIS AGREEMENT.
- 8. DISCLAIMER OF WARRANTIES.** PARK PLACE PROVIDES COMPUTER EQUIPMENT MAINTENANCE SERVICES ON AN "AS IS" BASIS AND MAKES NO OTHER WARRANTIES. ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING: IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, A WARRANTY OF NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING PERFORMANCE, OR USAGE OF TRADE.
- 9. PERIOD OF MAINTENANCE SERVICE AVAILABILITY.** The maintenance charges described in Exhibit A entitles the Customer to maintenance service availability as defined on Exhibit A.
- 10. GENERAL.**
- a. Park Place shall not be liable for delays caused by an act of God or any matter beyond Park Place's reasonable control, which can include fire, flood, earthquake, explosion, strike, labor dispute, war, riot or other civil commotion, transportation delay, labor or material shortage, Customer's subcontractor or vendor delay, and government act. The date and time of service shall be extended for a period equal to the time lost by the reason of delay.
  - b. The parties shall have one (1) year after the discovery of a breach of this Agreement in which to file a claim for action.
  - c. Park Place reserves the right to assign or subcontract to third parties all or part of the maintenance services which are included in this Agreement.
  - d. These terms and conditions shall prevail despite any variance that is submitted by the Customer for the repair or maintenance of the Equipment.
- 11. PROPRIETARY AND CONFIDENTIAL INFORMATION.** Park Place and Customer agree not to disclose to any third party, by any means, any proprietary data or confidential information of the other that the parties may have obtained in the performance of its duties without the prior written permission. However, each Party may disclose to a certified partner, who has a bona fide need to know of the Confidential Information, as it pertains to the evaluation or provision of maintenance and service duties.
- 12. SEVERABILITY AND WAIVER.** If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement and the other provisions remain in force.
- 13. GOVERNING LAW.** The laws of Ohio govern all matters with respect to this Agreement.
- 14. ENTIRE AGREEMENT.** This Agreement states the full agreement between the parties and supersedes all prior negotiations and agreements.
- 15. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.


  
 ENTERED
   
 JAN 13 2015
   
 TM

To evidence the parties agreement to the Terms and Conditions set forth herein, they have executed this document on the date of signature by Customer.

**Customer**

**Park Place Technologies LLC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**Jacqueline Canter Director Enterprise Sales Operations**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ENTERED  
JAN 13 2015  
TM

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

City Clerk File No. Res. 15.055

Agenda No. 10.V

Approved: JAN 28 2015



TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT  
WITH ASTRO TECH FOR THE SUPPORT OF  
PROPRIETARY COMPUTER HARDWARE  
AND SOFTWARE SYSTEMS**

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

**WHEREAS**, funds must be allocated for the continued support of proprietary legacy mainframe computer hardware and software systems; and

**WHEREAS**, **ASTRO TECH** has agreed to provide these services in the manner specified by the Division of Information Technology; and

**WHEREAS**, the City of Jersey City has received a proposal from **ASTRO TECH** in the total amount for a one year period of **\$24,756.00** which will be available in the temporary budget for this expenditure in accordance with Local Budget Law, N.J.S.A. 40A:4-1 et seq.; and

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

**WHEREAS**, funds are available in the amount of **\$24,756.00** in **Acct. No. 01-201-20-140-314**

**WHEREAS**, **ASTRO TECH** has completed and submitted a Business Entity Disclosure Certification which certifies that **ASTRO TECH** 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 **ASTRO TECH** from making any reportable contributions during the term of the contract; and

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

**WHEREAS**, **ASTRO TECH** has submitted its Certification of Compliance with the City's Pay-To-Play Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, N.J.S.A. 40A:11-5(1) (dd) authorizes the City to award a contract if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City; and

**WHEREAS**, Robert Magro, the City's DP Coordinator, has determined and certified in writing that the value of the contract will exceed \$17,500; 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).

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT  
WITH ASTRO TECH FOR THE SUPPORT OF  
PROPRIETARY COMPUTER HARDWARE  
AND SOFTWARE SYSTEMS**

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**NOW , THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **ASTRO TECH** be accepted and that a contract be awarded to said company in the amount of **\$24,756** and the City's Purchasing Agent is directed to have such a contract drawn up and executed;

**BE IT FURTHER RESOLVED**, that the term of the contract shall be one year effective as of January 1, 2015;

**BE IT FURTHER RESOLVED**, that upon certification by an official of employee of the City authorized to receive the material pursuant to the contact, 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;

**BE IT FURTHER RESOLVED**,, the Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

**BE IT FURTHER RESOLVED**,, this contract is awarded in accordance with N.J.S.A 40A:11-5 (1) (dd).

City Clerk File No. Res. 15.055

Agenda No. 10.V JAN 28 2015

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT  
WITH ASTRO TECH FOR THE SUPPORT OF  
PROPRIETARY COMPUTER HARDWARE  
AND SOFTWARE SYSTEMS**

**BE IT FURTHER RESOLVED**, that pursuant to N.J.A.C. 5:30-5.5(a) the continuation of this contract after the expenditure of funds encumbered in the 2015 Fiscal Year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 Fiscal Year permanent budget.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **01-201-20-140-314** for payment of the above Resolution.

Requisition No. 0163720

Purchase Order No. 115875

EEO/AA Review \_\_\_\_\_

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 1.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			LAVARRO	✓		
KHEMRAJ	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			RIVERA	✓		

✓ 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 Lavarro, President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH ASTRO TECH FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE SYSTEMS**

**Project Manager**

Department/Division	Administration	Information Technology
Name/Title	Robert Magro	DP Coordinator
Phone/email	201-547-4274	bobm@cnj.org

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

**Contract Purpose**

Support services for proprietary/legacy software systems used by City agencies. This includes the City's old financial system (LGFS), the City's old Tax Assessment system (TARD) and the City's old parking ticket system (TIPS). These legacy systems are hosted on a 3rd party mainframe.

**Cost (Identify all sources and amounts)**

IT operating budget, \$24,756

**Contract term (include all proposed renewals)**

One year

**Type of award**

Support of proprietary IT system

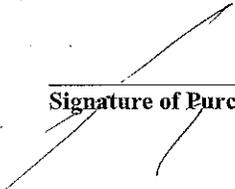
**If "Other Exception", enter type**

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

1-12-15  
Date

  
Signature of Purchasing Director

1/16/15  
Date

## DETERMINATION OF VALUE CERTIFICATION

Robert Magro, of full age, hereby certifies as follows:

1. I am the Data Processing Coordinator of the City of Jersey City (City) Division of Information Technology and have knowledge of the goods and services that the Division of Information Technology needs.
2. The Division of Information Technology requires maintenance of proprietary hardware and software systems that will provide City staff access to legacy tax and financial mainframe application software systems.
3. The City has determined that a contract for the maintenance of the proprietary mainframe systems should be awarded pursuant to N.J.S.A. 40A:11-5(1)(dd).
4. **ASTRO TECH** can provide the required maintenance services for the sum \$24,756.
5. The Division of Information Technology's recommendation is to award the contract to **ASTRO TECH**.
6. The term of the contract is 12 months effective as of January 1, 2015.
7. The estimated amount of the contract exceeds \$17,500.00 (\$24,756).
8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 1-12-15

  
Robert Magro, DP Coordinator  
Division of Information Technology



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** MTG ENTERPRISES, INC.  
**Trade Name:** ASTRO TECH  
**Address:** RD 1 BOX 270  
LEBANON, NJ 08833-9801  
**Certificate Number:** 0072262  
**Effective Date:** August 27, 1984  
**Date of Issuance:** January 13, 2015

**For Office Use Only:**  
20150113100143922

RECORDED  
JAN 13 2015  
T.M.



**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 MTG Enterprises Inc T/A Astro Tech (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 1-14-2015 (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 \_\_\_\_\_ (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: MTG ENTERPRISES INC T/A ASTRO TECH

Signed [Signature] Title: PRESIDENT

Print Name Michael T. Gunning Date: 1-14-2015

Subscribed and sworn before me  
this 16<sup>th</sup> day of January, 2015. \_\_\_\_\_ (Affiant)

My Commission expires: \_\_\_\_\_  
Melissa Cantoral (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).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Kalimah H. Ahmad	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
MICHAEL T. GUNNING	1725 SW 4 <sup>th</sup> AVE, BOCA RATON, FL 33432

**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: MTG ENTERPRISES INC, T/A ASTRO TECH

Signed: [Signature] Title: \_\_\_\_\_

Print Name: MICHAEL T. GUNNING Date: 1-16-2015

Subscribed and sworn before me this <u>16</u> day of <u>January</u> , 20 <u>15</u> _____ MELISSA B CANTONAL My Commission expires: Notary Public - State of New York NO. 01CA6247974 Qualified in Queens County My Commission Expires <u>9/12/15</u>	_____ (Affiant) _____ (Print name & title of affiant) (Corporate Seal)
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*Celline Cantonal*



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

City Clerk File No. Res. 15.056

Agenda No. 10.W

Approved: JAN 28 2015



TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH  
NETWORK MANAGEMENT SOLUTIONS FOR THE SUPPORT  
OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**

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

**WHEREAS**, funds must be allocated for the maintenance of Wide Area and Local Area PC Network proprietary telecommunications hardware and software systems as well as proprietary City email, anti-virus and anti-spam systems; and

**WHEREAS**, **NETWORK MANAGEMENT SOLUTIONS** has agreed to provide these goods and services per specifications of the Division of Information Technology; and

**WHEREAS**, the City of Jersey City has received a proposal from **NETWORK MANAGEMENT SOLUTIONS** (for a one year period, 1-1-15 to 12-31-15) in the amount of \$13,200 per month, \$158,400 per year; of which \$40,000 will be available in the temporary budget for this expenditure in accordance with Local Budget Law, N.J.S.A. 40A:4-1 et. seq; and

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

**WHEREAS**, funds are available in the amount of \$40,000.00 in Acct. No. 1-201-20-140-314

**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**, **NETWORK MANAGEMENT SOLUTIONS** has completed and submitted a Business Entity Disclosure Certification which certifies that **NETWORK MANAGEMENT SOLUTIONS** 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 **NETWORK MANAGEMENT SOLUTIONS** from making any reportable contributions during the term of the contract; and

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

**WHEREAS**, **NETWORK MANAGEMENT SOLUTIONS** has submitted its Certification of Compliance with the City's Pay-To-Play Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, Robert Magro, the City's DP Coordinator, has determined and certified in writing that the value of the contract will exceed \$17,500; and

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

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH  
NETWORK MANAGEMENT SOLUTIONS FOR THE SUPPORT  
OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**

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**NOW , THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **NETWORK MANAGEMENT SOLUTIONS** be accepted and that a contract be awarded to said company in the amount of **\$158,400**, and the City's Purchasing Agent is directed to have such a contract drawn up and executed;

**BE IT FURTHER RESOLVED**, that the term of the contract shall be one year effective as of January 1, 2015;

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

**BE IT FURTHER RESOLVED**,, the Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

**BE IT FURTHER RESOLVED**,, this contract is awarded in accordance with N.J.S.A 40A:11-5 (1) (dd).

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

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH  
NETWORK MANAGEMENT SOLUTIONS FOR THE SUPPORT  
OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**

**BE IT FURTHER RESOLVED**, that pursuant to N.J.A.C. 5:30-5.5(a) the continuation of this contract after the expenditure of funds encumbered in the 2014 Fiscal Year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2014 Fiscal Year permanent budget.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **01-201-20-140-314** for payment of the above Resolution.

Requisition No. 0168652

Purchase Order No. 115980

EEO/AA Review \_\_\_\_\_

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM [Signature]

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			LAVARRO	✓		
KHEMRAJ	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			RIVERA	✓		

✓ 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 Lavarro, President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH NETWORK MANAGEMENT SOLUTIONS FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**

**Project Manager**

Department/Division	Administration	Information Technology
Name/Title	Robert Magro	DP Coordinator
Phone/email	201-547-4274	bobm@jcj.org

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

**Contract Purpose**

Support services for proprietary hardware and software systems used by City agencies. This includes 24x7, 365 day support of the following : PC network file servers, network routers, switches, firewalls, email servers, LAN/WAN systems, Internet filtering and distribution systems, anti-spam and anti-virus systems, City VOIP telephone systems. Also support services for OPRA requests as well as installation/integration services for new hardware/software systems.

**Cost (Identify all sources and amounts)**

IT operating budget, \$13,200 per month, \$158,400 per year, reimburse via partial payments on a quarterly basis

**Contract term (include all proposed renewals)**

One year

**Type of award**

Support of proprietary IT system

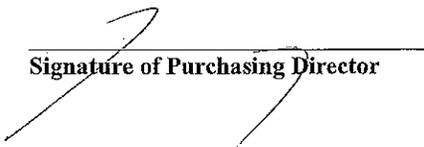
**If "Other Exception", enter type**

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

1-7-15  
Date

  
Signature of Purchasing Director

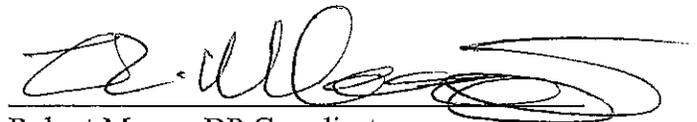
1/20/15  
Date

## DETERMINATION OF VALUE CERTIFICATION

Robert Magro, of full age, hereby certifies as follows:

1. I am the Data Processing Coordinator of the City of Jersey City (City) Division of Information Technology and have knowledge of the goods and services that the Division of Information Technology needs.
2. The Division of Information Technology requires maintenance of proprietary Wide Area and Local Area PC Network telecommunications hardware and software systems as well as proprietary City email, anti-virus and anti-spam systems.
3. The City has determined that a contract for maintenance/management/monitoring of these proprietary PC Network hardware/software systems should be awarded pursuant to N.J.S.A. 40A:11-5(1)(dd).
4. **NETWORK MANAGEMENT SOLUTIONS** can provide the maintenance/management/monitoring services for the proprietary PC Network hardware/software systems used by the City and has submitted a proposal indicating that it will provide the services for the sum of \$13,200 per month, \$158,400 per year.
5. The Division of Information Technology's recommendation is to award the contract to **NETWORK MANAGEMENT SOLUTIONS**.
6. The term of the contract is one year effective as of January 1, 2015.
7. The estimated amount of the contract exceeds \$17,500.00 (\$158,400).
8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 1-7-15

  
Robert Magro, DP Coordinator  
Division of Information Technology



**New Jersey Division of Revenue**

Revenue NJBGS

**On-Line Business Registration Certificate  
Service**

**CERTIFICATE NUMBER 0659986 FOR NETWORK MANAGEMENT  
SOLUTIONS, INC. IS VALID.**



---

Network Management Solutions, Inc.  
1122 Route 22W  
Mountainside, New Jersey 07092  
Tel: (908) 232-0100  
[www.nmscorp.com](http://www.nmscorp.com)

December 3, 2014

Mr. Robert Magro  
The City of Jersey City  
1 Journal Square  
Jersey City, NJ 07306

Dear Bob,

Attached is our management proposal for 2015. We have increased our costs for next year by three percent which is the first time we have done so in over five years. We appreciate your business and look forward to maintaining operating costs and providing continued pro-active monitoring and management services to The City of Jersey City.

Sincerely,

A handwritten signature in black ink, appearing to read "Donald R. Seisz", written in a cursive style.

---

Donald R. Seisz



*Network Management Solutions, Inc  
1122 Route 22 West  
Mountainside, New Jersey 07092*

## **Infrastructure Management Proposal**

**Prepared for:**

**THE CITY OF JERSEY CITY**

**December 3, 2014**

*This proposal contains confidential information and is intended for the private use of The City of Jersey City. This proposal is not for distribution outside of The City of Jersey City.*

## **TABLE OF CONTENT**

*Network Management Solutions*

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<b>INTRODUCTION</b>	<b>(2)</b>
<b>NETWORK MANAGEMENT SERVICES</b>	<b>(3)</b>
<b>SERVICE LEVEL AGREEMENT</b>	<b>(4)</b>
<b>COST OF SERVICES</b>	<b>(5)</b>
<b>CONCLUSION</b>	<b>(6)</b>

## **INTRODUCTION**

Network Management Solutions (NMS) appreciates the opportunity to propose Infrastructure Management Services to The City of Jersey City.

In working with Jersey City NMS believes its services continue to provide value and we welcome feedback and want to offer network management services, which are innovative, industry leading, flexible and beneficial to the City and the staff supporting it. We will continue to provide a high level of support to insure the network is pro-actively monitored 24X7 for critical systems and 8am to 6pm (M-F) for non-critical systems. All systems and network related issues will be diagnosed and resolved in a timely and coordinated manner.

Networking technology has created tremendous business opportunities for many organizations. Network Management Solutions understands the critical nature of our customer's networks and is committed to providing and continuously improving upon the services offered. NMS is dedicated to working in conjunction with its customers as partners with the objective of providing services, which exceed expectations.

Our company's philosophy is simple, help our customers monitor and manage the technology infrastructure that is key to their business operation and success. We implement our services based on the following principles:

- ◆ Provide a watchful eye over the infrastructure, which is responsive in managing and measuring; availability, resource consumption, security levels, and fiscal responsibility.
- ◆ Provide our customers with easy to access, timely and informative reports, which detail essential information.
- ◆ Provide our customers with flexible solutions, which fit the organizations objectives, and respond promptly as requirements change.
- ◆ Provide expert customer feedback that is unbiased, product and service independent.

NMS realizes that there are several approaches, which Jersey City can take in managing its network infrastructure. As a business partner, NMS will continually help Jersey City avoid costly and timely mistakes by offering a strategy which results in maximum benefit; improved return on investment, improved controls, and increased network performance – all while controlling costs.

Network Management Solutions will provide pro-active monitoring and management and will deliver the following services under this agreement:

**WAN/LAN**

- NMS will act as the single focal point for the LAN/WAN infrastructure and all identified managed components in this agreement. This includes identifying and resolving system and circuit outages and coordinating replacement.
- Includes 8am to 6pm (M-F) monitoring and access to NMS staff and its resources.
- Provides network alarming via a management workstation. NMS will diagnose the problem area and notify designated JC personnel.
- Should a circuit or system outage occur, the designated JC contacts will be immediately notified about the outage, the reason for outage, and will be updated hourly with an estimated time of repair.
- Should a trouble call be diagnosed by NMS as a hardware failure, the equipment will be replaced by NMS staff via the current selected hardware replacement plan.
- Maintain and update as required a complete network documentation set in Visio format.

**Servers/Exchange**

- Provide monitoring of all DELL Servers. This includes monitoring active services such as DNS, WINS, and DHCP.
- Manage all DELL system Firmware/BIOS updates.
- Provide overall supervision of the Active Directory Infrastructure.
- Manage entire Infrastructure Group Policies and related services.
- Manage Microsoft WSUS Server and all related services. This includes updates for all Servers and clients.
- Manage overall Symantec Anti-Virus Server Platform.
- Provide monitoring and management of Symantec Backup Exec. jobs to verify operation.
- Provide monitoring and management of the Dell TL4000 Tape Library to include any Firmware updates.
- Provide monitoring and Management of the Dell (4) EqualLogic SAN's including disk allocation and proper operation.
- Update Exchange windows server, software and firmware.
- Update Exchange software.
- Support on-going email filtering issues with Dell/Symantec.
- Schedule updates as required.
- Maintain all mail MX records.
- Acquire, maintain and update SSL security certificates.

**The City Of Jersey City**

**Proactive Monitoring**

- Customer infrastructure to be monitored 8am to 6pm (M-F) non-critical systems.
- Customer infrastructure to be monitored 24X7 for critical systems.
- All faults to be identified within 5 minutes of failure.
- Problem determination to begin immediately following failure id.
- Customer to be notified within 15 minutes.
- NMS to coordinate repair of all failures.
- Customer to be updated as agreed upon by JC personnel.
- NMS to escalate all problems as required as per agreed JC procedures.
- NMS to confirm all repairs with customer.
- NMS to provide problem details via email at conclusion.
- NMS to provide daily web based reports on designated devices.
- ***Failure to properly identify, notify and manage fault isolation will result in service credit for monthly management fees for device.***

**Performance Reporting**

- NMS to provide web based reports as needed of facility performance.
- NMS to provide web based reports as needed of core CPE performance.
- NMS to provide on demand reports.
- NMS to provide expert analysis of reports.
- NMS to provide recommendations monthly for engineering changes.
- ***Failure to provide as needed performance management reports will result in service credit for monthly management fees for device.***

**Installation/Change Management**

- All changes will be based on agreed upon schedule.
- Standard interval for CPE change coordination is 2 business days.
- NMS will coordinate all circuit changes with carrier.
- NMS will maintain database of all JC devices, serial #'s, maintenance contracts, and contact information.
- NMS to coordinate and maintain all network diagrams.
- ***Failure to deliver on NMS controlled activities will result in service credit for changes or installation fees.***

## COST OF SERVICES

## Network Management Solutions

Network Management Solutions appreciates the opportunity again to propose Network Management Services to The City of Jersey City. Below are the costs associated with monitoring and managing the Jersey City Infrastructure.

- **JC WAN Management** – This service includes 8am to 6pm (M-F) monitoring, management, performance reporting, and coordination of repairs for the Verizon Frame-Relay circuits/Wireless network infrastructure and Cisco routers/switches all City locations. (All Cisco hardware has existing maintenance contracts with the City). In addition, this includes the monitoring and management of all LTW wireless antenna's. (See Attachment A).

Monthly Cost - \$1,400.00

- **JC LAN Management** – This service includes 8am to 6pm (M-F) monitoring, management, performance reporting, and coordination of repairs for the Cisco Switching infrastructures at all locations. (All Cisco hardware has existing maintenance contracts with the City). This also includes the monitoring for UPS systems at 1JSQ and 280 Grove and the HVAC systems at 1JSQ. (See Attachment A).

Monthly Cost - \$1,300.00

- **JC Internet Access Management** – This service includes 24X7 monitoring, management, performance reporting, and coordination of repairs for (2) Internet circuits, (2) Cisco PIX Firewalls, (2) FAT Pipes and change management of the Websense filtering system. (All hardware listed above has existing maintenance contracts with the City).

Monthly Cost - \$1,100.00

- **JC Server Management** – This service includes 8am to 6pm (M-F) monitoring, management, performance reporting, and coordination of repairs for all HP /DELL Servers, Dell EqualLogic SANs, Symantec Backup Exec. and the TL4000 Tape Library. (See Attachment B).

Monthly Cost - \$7,600.00

- **JC Exchange Email Management** - This service includes 24X7 monitoring, management, performance reporting, and coordination of repairs for all DELL HUB/CAS Servers, Dell EqualLogic SANs. This also includes level 2 support for all related user email issues. (See Attachment B).

Monthly Cost – \$1,200.00

- **JC Cisco Voice Systems and PRI Circuits** - This service includes 24X7 monitoring, performance reporting, and coordination of repairs for (4) VOIP systems at 1 JSQ and (2) VOIP systems at 280 Grove.

Monthly Cost – \$600.00

**Total Monthly Management Cost \$13,200.00**

### **Conclusion**

Network Management Solutions appreciates the opportunity to again offer its services and will continue to provide the necessary resources to insure a smooth running network infrastructure. In addition, NMS looks forward to improving upon its service offerings while providing reliability, availability, and stability to the network infrastructure through structured, measured, management services.

ATTACHMENT A

Street Address	Device Name	Model #	Serial #	Contract Type
1 Chapel	SW-1Chapel-3750	WS-C3750-48TS-E	FDO1235Y0B2	8X5XNBD
1 JSQ	SW-1JSQ-6509	WS-C6509 (R7000)	SMG0921A07L	24x7x4 (SNTP)
1 JSQ	R-1JSQ-3845	3845	FTX0927A4S0	8X5XNBD
1 JSQ	SW2-1JSQ-6509	WS-C6509-E	SMG1202N0XF	24x7x4 (SNTP)
1 JSQ	SW1-1JSQ-3560-SAN	WS-C3560G-24TS-S	FOC1313W23G	8X5XNBD
1 JSQ	SW2-1JSQ-3560-SAN	WS-C3560G-24TS-S	FOC1313W21X	8X5XNBD
1 JSQ	SW3-1JSQ-3560-SAN	WS-C3560G-24TS-E	FOC1328Z6NU	8X5XNBD
1 JSQ	SW4-1JSQ-3560-SAN	WS-C3560G-24TS-E	FOC1330Y2RQ	8X5XNBD
1 JSQ	SW5-1JSQ-3560-SAN	WS-C3560G-24TS-S	FOC1402Y5DH	8X5XNBD
1 JSQ	FW-1JSQ-ASA5520	ASA 5520	JMX1418L37Y	8X5XNBD
1 JSQ	FW-1JSQ-ASA5520-Failover	ASA 5520	JMX1418L37Z	8X5XNBD
1 JSQ	SW-1JSQ-3560-48PS-4FL	WS-C3560-48PS-S	CAT1116ZGVE	8X5XNBD
1 JSQ	ACS Software	CSACS-4.1-WIN	Software Application	
145 MLK Drive	SW-145MLK-3560	WS-C3560-12PC-S	FOC1243U54N	8X5XNBD
201 Central	R-201Central-2811	2811	FTX1126A1KW	8X5XNBD
280 Grove	SW-280Grove-3560-Clerk Office	WS-C3560-24PS-S	CAT1030RKX3	8X5XNBD
280 Grove	SW-280Grove-3560-RM308	WS-C3560-48PS-S	CAT1030ZIPT	8X5XNBD
280 Grove	SW-280Grove-3560-RM316	WS-C3560-48PS-S	CAT1030ZKB8	8X5XNBD
280 Grove	SW-280Grove-3560-RM103	WS-C3560-48PS-S	CAT1030ZK9Z	8X5XNBD
280 Grove	SW-280Grove-3560-RM223	WS-C3560-48PS-S	CAT1030ZKA6	8X5XNBD
280 Grove	SW-280Grove-3560-RM101	WS-C3560-48PS-S	CAT1030ZKAD	8X5XNBD
280 Grove	SW-280Grove-3560-RM208	WS-C3560-48PS-S	FDO1347Y0RC	8X5XNBD
280 Grove	JerseyCity_AP	AIR-AP1131AG-A-K9	FTX1138N1BQ	8X5XNBD
280 Grove	SW2-280Grove-3560-RM208	WS-C3560-48PS-S	FDO1138Z87F	8X5XNBD
280 Grove	R-280Grove-2900	CISCO2911/K9	FTX1642AHNK	8X5XNBD
280 Grove	SW-280Grove-6509E	WS-C6509-E V04	SMG1642N04S	24x7x4 (SNTP)
280 Grove	280Grove_2500_WiFi_Controller	2500 Wireless Controller	PSZ1632020Z	8X5XNBD
280 Grove	280Grove_Council_AP	AIR-AP1242G-A-K9	FTX1138B1SM	8X5XNBD
280 Grove	SW-280Grove-3560-4FL	WS-C3560-48PS-S	FDO1347Y0YG	8X5XNBD
30 Montgomery	R-30Montgomery-2811	2811	FTX0927A1HW	8X5XNBD
30 Montgomery	SW-30Montgomery-4506	WS-C4506 (MPC8245)	FOX104005MU	24x7x4 (SNTP)
30 Montgomery	SW2-30Montgomery-3560-14Fl	WS-C3560-48PS-S	CAT1039ZM0Q	8X5XNBD

ATTACHMENT A

30 Montgomery	SW-30Montgomery-3560-14FI	WS-C3560-48PS-S	CAT1039ZLZU	8X5XNBD
30 Montgomery	SW1-30Montgomery-3560-4FI	WS-C3560-24PS-S	FDO1349X0SX	8X5XNBD
360 MLK Drive	R-360MLK-2800	2811	FTX1021A35D	8X5XNBD
360 MLK Drive	SW-360MLK-3750 (Commerce)	WS-C3750-48TS-S	FDO1231Y2JS	8X5XNBD
360 MLK Drive	SW-360MLK-3560 (HEDC)	WS-C3560-48TS-S	FDO1231Z19C	8X5XNBD
365 Summit	SW-JC-365Summit-STK-2FL	WS-C3750G-24TS-S1U	FOC1138Y4B5	8X5XNBD
365 Summit	SW-JC-365Summit-STK-2FL	WS-C3750G-24TS-S1U	FOC1231Y2TQ	8X5XNBD
365 Summit	SW2-JC-365Summit-STK-2FL	WS-C3750-48PS-S	FDO1233X5G3	8X5XNBD
365 Summit	SW2-JC-365Summit-STK-2FL	WS-C3750-48PS-S	FDO1233X5G2	8X5XNBD
365 Summit	SW-JC-365Summit-STK-1FL	WS-C3750-48PS-S	FDO1233X5EU	8X5XNBD
365 Summit	SW-JC-365Summit-STK-1FL	WS-C3750-48PS-S	FDO1233X5HN	8X5XNBD
365 Summit	R-JC-365Summit-2811	2811	FTX1421A0PY	8X5XNBD
50 Baldwin	SW-JC-50Baldwin-STK	WS-C3750G-12S-S	CAT1130ZKN8	8X5XNBD
50 Baldwin	SW-JC-50Baldwin-STK	WS-C3750-24TS-E	CAT0814Z16Q	8X5XNBD
50 Baldwin	SW-JC-50Baldwin-STK	WS-C3750G-24T-S	FDO1324Z0S9	8X5XNBD
575 Route 440	R-575Route440-2811	2811	FTX0927A1HU	8X5XNBD
575 Route 440	SW-575RT440-4506	WS-C4506 (MPC8245)	FOX103904Z1	24x7x4 (SNTP)
575 Route 440	SW3-575RT440-3560	WS-C3560-48TS-S	CAT1040ZH6F	8X5XNBD
575 Route 440	SW4-575RT440-3560	WS-C3560-48TS-S	CAT1035RJA6	8X5XNBD
575 Route 440	SW5-575RT440-3560	WS-C3560-24TS-S	CAT1035RHMW	8X5XNBD
575 Route 440	SW2-575RT440-3560	WS-C3560-24TS-E	FDO1146Y4MM	8X5XNBD

## ATTACHMENT B

<u>NAME</u>	<u>Role</u>	<u>Operating System</u>
JC AS400B	N/A	N/A
ASR0906-Tax-Assesor-UNIX	TAX Assesor Software	N/A
ITtaxSRV	SQL / TAX - FIN	Microsoft(R) Windows(R) Server 2003, Standard Edition R2
ITTax02	SQL - TAX	Windows Server 2008 R2 Enterprise
ITAPP1	1JSQ File Server	Microsoft(R) Windows(R) Server 2003, Enterprise Edition R2
ITAPP2	FreeSFTP /WSUS / File Shares	Microsoft(R) Windows(R) Server 2003, Enterprise Edition
ITAPP3	Websense Reporting /SQL2000	Microsoft(R) Windows(R) Server 2003, Enterprise Edition
ITSQL2	SQL2000-STD-SP4	Microsoft(R) Windows(R) Server 2003, Enterprise Edition
ITSQL1	SQL2000-STD-SP3	Microsoft(R) Windows(R) Server 2003, Enterprise Edition
ITFP1	1JSQ File / Print server	Microsoft(R) Windows(R) Server 2003, Standard Edition R2
ITTS1	FOW Terminal Server	Microsoft(R) Windows(R) Server 2003, Standard Edition
ITSRV30	Symantec 12.1 AV	Windows Server 2008 R2 Enterprise
ITDC31	DC / DNS / WINS / DHCP/ TS Licensing	Windows Server 2008 R2 Standard
ITDC32	DC / DNS / WINS / DHCP /NPS(Radius-FW)	Windows Server 2008 R2 Standard
ITIIS2	INTRANET Web	Microsoft(R) Windows(R) Server 2003, Standard Edition R2
ITDC1	DC	Microsoft(R) Windows(R) Server 2003, Standard Edition
ITSRV35	Hyper V Host Cluster	Windows Server 2008 R2 Enterprise
ITSRV36	Hyper V Host Cluster	Windows Server 2008 R2 Enterprise
IT-Websense	Websense	Microsoft Windows Server 2008 Standard
ITMsg	Dell Symantec SPAM	Windows Server 2008 R2 Standard
ITTrackit	No Roles	Microsoft(R) Windows(R) Server 2003, Standard Edition R2
RFAX01	FAX server	Microsoft(R) Windows(R) Server 2003, Standard Edition R2
ITACS	Cisco ACS for Wireless at 280Grove	Microsoft(R) Windows(R) Server 2003, Standard Edition R2
Tipsserver3	TIPS Cluster SRV	Microsoft(R) Windows(R) Server 2003, Standard Edition R2
LargeDocsSRV	Large Docs	Microsoft(R) Windows(R) Server 2003, Enterprise Edition R2
ITSRV45	Hyper-V SCVMM	Windows Server 2008 R2 Enterprise
ITFP01	File / Print / DFS	Windows Server 2008 R2 Enterprise
FIN2SRV	Check Design	Microsoft(R) Windows(R) Server 2003, Enterprise Edition R2
ITBackupSRV	Symantec Backup Exec 12.5	Microsoft(R) Windows(R) Server 2003 Standard x64 Edition R2
Handscan	Handscanner-TS server	Microsoft(R) Windows(R) Server 2003, Datacenter Edltion R2
ITSRV52	Hyper V Host Cluster	Windows Server 2008 R2 Enterprise
ITSRV53	Hyper V Host Cluster	Windows Server 2008 R2 Enterprise
ITBLKBRY	Black Berry	Microsoft Windows Server 2008 Standard

## ATTACHMENT B

ITMAIL1	Exchange 2007	Microsoft Windows Server 2008 Enterprise
ITMAIL2	Exchange 2007	Microsoft Windows Server 2008 Enterprise
ITHUB1	Exchange 2007	Microsoft Windows Server 2008 Enterprise
ITHUB2	Exchange 2007	Microsoft Windows Server 2008 Enterprise
OCS01	Office Communicator 2007	Microsoft(R) Windows(R) Server 2003, Enterprise Edition
ITSRV73	SMTP Server	Windows Server 2008 R2 Standard
ITSQL81	ITSQL Cluster	Windows Server 2008 R2 Enterprise
ITSQL82	ITSQL Cluster	Windows Server 2008 R2 Enterprise
ITSRV87	VM, DFS server	Windows Server 2008 R2 Standard
ITPrt01	Print Server	Windows Server 2008 R2 Standard
ITRFAX01	RightFax	Windows Server 2008 R2 Enterprise
ITSRV111	Dell OpenManage Essentials	Windows Server 2008 R2 Standard
ITTS02	User Terminal Server	Microsoft(R) Windows(R) Server 2003, Standard Edition
OHO-Web-2	OHO Web	Microsoft(R) Windows(R) Server 2003, Standard Edition R2
ITIIS1	Internet WEB	Microsoft(R) Windows(R) Server 2003, Standard Edition
JC-Web1	OHO Web	Windows Server 2008 R2 Standard
OHO-SQL-GQ1SYC1	OHO SQL	Microsoft(R) Windows(R) Server 2003, Standard Edition R2
ITISA	MSISA	Microsoft(R) Windows(R) Server 2003, Standard Edition
Commerce	DC / File / Print	Microsoft(R) Windows(R) Server 2003, Standard Edition
RECSRV01	DC / File / Print	Windows Server 2008 R2 Standard
RT440SRVFP1	Autodesk Server	Microsoft(R) Windows(R) Server 2003, Standard Edition R2
DPWSRV01	DC / File / Print	Windows Server 2008 R2 Standard
RT440-EngSRV	File / Print	Microsoft(R) Windows(R) Server 2003 Enterprise x64 Edition R2
CHSRV01	DC / DNS / WINS / DFS / File Servers	Windows Server 2008 R2 Enterprise
ITFMsv01	Filemaker 11 server	Windows Server 2008 R2 Standard
HEDCSRV01	DC / File / Print	Windows Server 2008 R2 Standard
HEDCSRV02	Print Server HEDC	Windows Server 2008 R2 Standard
COURTSRV01	DC / File / Print	Windows Server 2008 R2 Standard
Tipsserver1	TIPS Cluster SRV	Microsoft(R) Windows(R) Server 2003, Enterprise Edition R2
Tipsserver2	TIPS Cluster SRV	Microsoft(R) Windows(R) Server 2003, Enterprise Edition R2
CourtRecordSRV	Court Recording	Microsoft(R) Windows(R) Server 2003, Enterprise Edition R2
TrackIT	TrackIT	Windows Server 2003
NMS-Test	NMS-Test	

(REVISED 4/13)

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

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Donald R. Seisz / President  
Representative's Signature: *Donald R. Seisz*  
Name of Company: Network Management Solutions  
Tel. No.: 908-232-0100 Date: 12/11/14

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 of seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public 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: Donald R. Seitz / President  
Representative's Signature: *Donald R. Seitz*  
Name of Company: Network Management Solutions  
Tel No.: 908-232-0100 Date: 12/11/14

**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: Network Management Solutions  
Address: 1622 Route 22, Mountainside, NJ 07092  
Telephone No.: 908-232-0100  
Contact Name: Donald R Seitz

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.

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

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

**GOODS AND SERVICES CONTRACTS**

**(INCLUDING PROFESSIONAL SERVICES)**

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

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

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

OR

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

OR

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

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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

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

COMPANY: Network Management Solutions

SIGNATURE: Donald Seitz DATE: 12-11-14

PRINT NAME: Donald Seitz TITLE: President

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)



**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 Network Management Solutions (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: Network Management Solutions

Signed [Signature] Title: President

Print Name Donald R. Seier Date: 12/16/14

Subscribed and sworn before me  
this 11 day of 12, 2014

My Commission expires: [Signature]  
Donald R. Seier, President  
(Print name & title of affiant) (Corporate Seal)

**FRANCINA TAPIA**  
Notary Public  
State of New Jersey  
My Commission Expires Feb. 2, 2017  
I.D.# 2416876

\*\*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.

NON COLLUSION AFFIDAVIT  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:

I certify that I am Donald R Leira  
of the firm of Network Management Solutions

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

(Signature of respondent) [Signature]

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY 11, December OF 20 14

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

**FRANCINA TAPIA**  
Notary Public  
State of New Jersey  
My Commission Expires Feb. 2, 2017  
ID # 2414075

[Signature]

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**

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

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

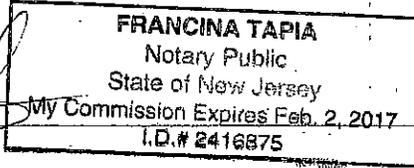
Name of Stock or Shareholder	Home Address
Donald R Seitz	438 Cranwell Dr Wyckoff NJ

**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: Network Management Solutions  
 Signed: [Signature] Title: President  
 Print Name: Donald R Seitz Date: \_\_\_\_\_

Subscribed and sworn before me this 11 day of December, 2014

My Commission expires \_\_\_\_\_  


[Signature]  
 (Affiant)  
Donald R Seitz, President  
 (Print name & title of affiant) (Corporate Seal)

**PUBLIC DISCLOSURE INFORMATION**

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

**STOCKHOLDERS:**

Name	Address	% owned
Donald Seitz	438 CALDWELL DR. WYCKOFF, NJ 07481	95

SIGNATURE : *Donald Seitz*

TITLE: *President*

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY 11, 12 OF 20 14

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20.

**FRANCINA TAPIA**  
Notary Public  
State of New Jersey  
My Commission Expires Feb. 2, 2017  
No. #2416876

*[Signature]*

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

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

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

Stockholders:

Table with 2 columns (Name, Home Address) and 3 rows for stockholders. Row 1: DONALD R. SEITZ, 438 CAIDWELL DRIVE, WYCKOFF, NJ 07481.

Subscribed and sworn before me this 11 day of 12, 2014

Handwritten signature of Donald R. Seitz

(Affiant)

(Notary Public)

FRANCINA TAPIA
Notary Public
State of New Jersey
My Commission Expires Feb. 2, 2017
I.D.# 2410375

Donald R. Seitz President
(Print name & title of affiant)

My Commission expires

(Corporate Seal)

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON NJ 08646-0252

TAXPAYER NAME:

TRADE NAME:

NETWORK MANAGEMENT SOLUTIONS, INC.

SEQUENCE NUMBER:

ADDRESS:

0659986

1122 RT 22  
MOUNTAINSIDE NJ 07092

ISSUANCE DATE:

EFFECTIVE DATE:

08/14/06

01/10/96



Acting Director  
New Jersey Division of Revenue

FORM-BRC(08-01)

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

Certification 36024

**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. 17.27-11 et seq and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-OCT-2011 to 15-OCT-2018

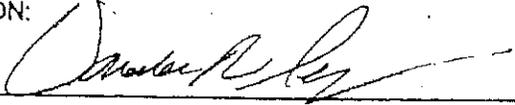
NETWORK MANAGEMENT SOLUTIONS, INC  
1122 ROUTE 22  
MOUNTAINSIDE NJ 07092



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

Andrew P. Sidamon-Enslott  
State Treasurer

**VENDOR INFORMATION**  
(ATTACH COPY OF W9 FORM)

VENDOR NAME/ADDRESS: <i>Network Management Solutions</i>		FEIN/SS# _____
<i>1122 Rt 22 Mountainside NJ 07092</i>		
MAKE PO/VOUCHERS PAYABLE TO: <i>Network Management Solutions</i>		
CITY: <i>Mountainside</i>	STATE: <i>N.J.</i>	ZIP: <i>07092</i>
TEL #: <i>908-232-0100</i>	FAX #: <i>908-232-1306</i>	EMAIL: <i>dreis2@nmcorp.com</i>
MAKE CHECK/S PAYABLE TO: <i>Network Management Solutions</i>		
CITY: <i>Mountainside</i>	STATE: <i>N.J.</i>	ZIP: <i>07092</i>
TEL #: <i>908-232-0100</i>	FAX #: <i>908-232-1306</i>	EMAIL: <i>dreis2@nmcorp.com</i>
DESCRIPTION OF GOODS/SERVICES TO BE RENDERED: <i>Pro-active Management of computer systems and networks</i>		CITY EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINORITY VENDOR? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		REQUIRED FORM 1099? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
TYPE/CATEGORY:		
NON-PROFIT? <input type="checkbox"/> YES (include Non-Profit Certification) <input checked="" type="checkbox"/> NO		
VENDOR'S CONTACT/AUTHORIZED PERSON: <i>Donald R Seitz</i> EMAIL: <i>dreis2@nmcorp.com</i>		
SIGNATURE OF CONTACT/AUTHORIZED PERSON: 		
NAME & TITLE OF CITY EMPLOYEE REQUESTING VENDOR NUMBER		
SIGNATURE OF EMPLOYEE:		
PURCHASING DIVISION USE ONLY		
AUTHORIZED TO ISSUE VENDOR #		
NAME/TITLE/DATE		
ASSIGNED VENDOR #		

## 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

Name Network Management Solutions

Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other  Exempt from backup withholding

Address (number, street, and apt. or suite no.) 1122 RT 22

City, state, and ZIP code Mountainville, NJ 07092

List account number(s) here (optional)

Requester's name and address (optional)

**Part I** Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is 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="width: 20px; height: 20px;"> </td> </tr> </table>										
OR										
Employer identification number										

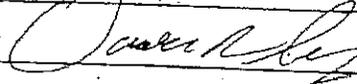
Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**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. person (including a U.S. resident alien).

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 4.)

Sign Here Signature of U.S. person  Date 12/11/14

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**  
 Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

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

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

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

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

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

OR

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

OR

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

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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

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

COMPANY: Network Management Solutions

SIGNATURE: Donald Seitz DATE: 12-11-14

PRINT NAME: Donald Seitz TITLE: President

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)



**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 Network Management Solutions (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: Network Management Solutions

Signed [Signature] Title: President

Print Name Donald Seir Date: 12/14/14

Subscribed and sworn before me \_\_\_\_\_  
this 11 day of 12, 2014 \_\_\_\_\_ (Affiant)

My Commission expires: [Signature] Donald Seir, President  
(Print name & title of affiant) (Corporate Seal)

**FRANCINA TAPIA**  
Notary Public  
State of New Jersey  
My Commission Expires Feb. 2, 2017  
I.D.# 2418876

\*\*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.

NON COLLUSION AFFIDAVIT  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:

I certify that I am Donald R. Levin

of the firm of Network Management Solutions

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25)

(Signature of respondent) [Signature]

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY 11, December OF 20 14

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

FRANCINA TAPIA  
Notary Public  
State of New Jersey  
My Commission Expires Feb. 2, 2017  
10,834,18975

[Signature]

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
 FOR NON-FAIR AND OPEN CONTRACTS  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
 CITY OF JERSEY CITY

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Donald R Seisz	438 Cr. Duwell Dr Wyckoff, 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: Network Management Solutions  
 Signed: [Signature] Title: President  
 Print Name: Donald R Seisz Date: \_\_\_\_\_

Subscribed and sworn before me this 11 day of December, 2014

My Commission expires \_\_\_\_\_

**FRANCINA TAPIA**  
 Notary Public  
 State of New Jersey  
 My Commission Expires Feb. 2, 2017  
 I.D.# 2416875

[Signature]  
 (Affiant)  
Donald R Seisz, President  
 (Print name & title of affiant) (Corporate Seal)

**PUBLIC DISCLOSURE INFORMATION**

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

**STOCKHOLDERS:**

Name	Address	% owned
Donald Seitz	438 CAIOWEN DR. WYCKOFF, NJ 07481	95

SIGNATURE: *Donald Seitz*

TITLE: *President*

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY 11, 12 OF 20 14

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

**FRANCINA TAPIA**  
Notary Public  
State of New Jersey  
My Commission Expires Feb. 2, 2017  
N.J. # 24-10378

*[Signature]*

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

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

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

Stockholders:

Table with 2 columns (Name, Home Address) and 3 rows for stockholders. Row 1: DONALD R. SEITZ, 438 CAIDWELL DRIVE, WYCKOFF, NJ 07981.

Notary section containing: Subscribed and sworn before me this 11 day of 12, 2014; Notary Public FRANCINA TAPIA; Affiant signature and name Donald R. Seitz, President; My Commission Expires Feb. 2, 2017; I.D.# 2418975; (Corporate Seal)

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 232  
TRENTON N.J. 08646-0232

TAXPAYER NAME:  
NETWORK MANAGEMENT SOLUTIONS, INC.

TRADE NAME:

ADDRESS:  
1122 RT 22  
MOUNTAINSIDE NJ 07092  
EFFECTIVE DATE:

SEQUENCE NUMBER:

0659986

ISSUANCE DATE:

08/14/06

01/10/96



Acting Director  
New Jersey Division of Revenue

FORM: BRC(08-01)

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

Certification 36024

**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. 17.27-11 et seq and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-OCT-2011** to **15-OCT-2018**

**NETWORK MANAGEMENT SOLUTIONS, INC.**  
**1122 ROUTE 22**  
**MOUNTAINSIDE NJ 07092**



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

Andrew P. Sidamon Enstott  
State Treasurer

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

City Clerk File No. Res. 15.057

Agenda No. 10.X

Approved: JAN 28 2015

TITLE:



**RESOLUTION AUTHORIZING AWARD OF CONTRACT TO ARAMSCO INC. FOR THE PURCHASE AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT (PPE) UNDER NEW JERSEY STATE CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY FUNDED THROUGH FY 13 URBAN AREA SECURITY INITIATIVE GRANT (UASI)**

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

**WHEREAS**, the Sprayguard Puntiform Coveralls are Personal Protective Equipment (PPE) used to protect the safety, health and welfare of emergency personnel by reducing the risk of contamination and infection during acts of terrorism, natural disasters and other catastrophic events and emergencies. It is certified for nuclear, biological and chemical protection; and

**WHEREAS**, the Local Public Contracts Law, N.J.S.A., 40A:11-12 et seq. authorizes municipalities to use a state contract without public bidding and N.J.A.C. 5:34-7.29(c) requires City Council authorization for contracts exceeding \$36,000.00; and

**WHEREAS**, Aramsco, Inc. 1480 Grandview Avenue, Paulsboro, New Jersey 08066 is in possession of State Contract No. A81352, submitted a proposal for **Personal Protective Equipment (PPE)**; and

**WHEREAS**, funds are available for this contract in the Account No. 02-213-40-372-314 which represents the UASI Federal & State FY 13;

Account	P.O. #	State Contract	Total Contract
02-213-40-372-314	115798	A81352	\$62,768.82

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

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

1. A contract is awarded to Aramsco, Inc. for Personal Protective Equipment (PPE) for the Office of Emergency Management.
2. The total contract amount is \$62,768.82.
3. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.
4. Upon certification by an official or employee of the City authorized to receive the equipment pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

City Clerk File No. Res. 15-057

Agenda No. 10.X JAN 28 2015

TITLE:

**RESOLUTION AUTHORIZING AWARD OF CONTRACT TO ARAMSCO INC. FOR THE PURCHASE AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT (PPE) UNDER NEW JERSEY STATE CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY FUNDED THROUGH FY 13 URBAN AREA SECURITY INITIATIVE GRANT (UASI)**

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

Account	P.O. #	State Contract	Total Contract
02-213-40-372-314	115798	A81352	\$62,768.82

Approved by \_\_\_\_\_ January 7, 2015  
Peter Folgado, Director of Purchasing, QPA, RPPO Date

PF/pv  
1/7/15

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 1.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO ARAMSCO INC. FOR THE PURCHASE AND DELIVERY OF PROTECTIVE COVERALLS UNDER NEW JERSEY STATE CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY FUNDED THROUGH FY 13 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

**Project Manager**

Department/Division	OEM/Homeland Security	<division>
Name/Title	W. Greg Kierce,	Director
Phone/email	201 547-5681	wkierce@njicps.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 is to provide a stockpile of Personal Protective Equipment (PPE) to provide a level of protection to Jersey City 1<sup>st</sup> Responders reducing the risk of contamination and infection as result of exposure to nuclear, biological, or chemical disasters or catastrophic events.

**Cost (Identify all sources and amounts)**

Urban Area Security Initiative (UASI).  
FFY-2013 Grant \$62,768.82

**Contract term (include all proposed renewals)**

N/A

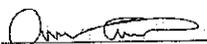
Type of award N.J. State contract # A81352

If "Other Exception", enter type N/A

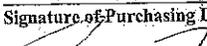
**Additional Information**

N/A

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

11/7/15  
Date

  
Signature of Purchasing Director

11/16/15  
Date



## New Jersey Division of Revenue

Revenue

NJBGS

# On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1140565 FOR ARAMSCO-NEW JERSEY, INC. IS  
VALID.

Aramco, Inc.  
 1480 Grandview Ave  
 PAULSBORO NJ 08066-1801  
 856-686-7700



Quotation

QUOTE DATE	QUOTE NUMBER
11/19/14	S2190899
ORDER TO:	PAGE NO.
www.aramco.com	1

QUOTE TO:  
 CITY OF JERSEY CITY  
 1 JOURNAL SQUARE PLZ  
 JERSEY CITY, NJ 07306-4004

SHIP TO:  
 JERSEY CITY/OFFICE OF EMER MGT  
 715 SUMMIT AVE  
 JERSEY CITY, NJ 07306-2503

CUSTOMER NUMBER	CUSTOMER ID NUMBER	REQUEST FOR NUMBER	SALES REP	
192649	RGORMAN INDUTEX	PUBLICHEALTH	pkalkanidis@aramco.com Patti Kalkanidis	
OFFICE	SHIP TO	TERMS	SHIP DATE	
pkalkanidis@aramco.com Patti Kalkanidis	BW BEST WAY	NET 30 DAYS	ASAP	
ORDER QTY	PART NO	DESCRIPTION	UNIT PRICE	NET
		NEW JERSEY POLICE AND HOMELAND SECURITY CONTRACT -EQUIPMENT AND SUPPLIES INDEX T0106 ARAMSCO CONTRACT 81352 INDUTEX LINE #00184 DISCOUNT 37% *****		
2cs	N/A	^1601-1292 INDUTEX 554USA51-SM SPRAYGUARD SEALED SEAM WHITE PUNTIFORM COVERALLS WITH HOOD AND BOOTS, ELASTIC WRISTS, ZIPPER STORM FLAP, SIZE SMALL, (20) PER CASE	372.710/cs	745.42 ✓
2cs	1691-1885	INDUTEX 554USA52-MD SPRAYGUARD SEALED SEAM WHITE PUNTIFORM COVERALLS WITH HOOD AND BOOTS, ELASTIC WRISTS, ZIPPER STORM FLAP, SIZE MEDIUM, (20) PER CASE	372.710/cs	745.42 ✓
5cs	1683-1885	INDUTEX 554USA53-LG SPRAYGUARD SEALED SEAM WHITE PUNTIFORM COVERALLS WITH HOOD AND BOOTS, ELASTIC WRISTS, ZIPPER STORM FLAP, SIZE LARGE, (20) PER CASE	372.710/cs	1,863.55 ✓
5cs	1684-1886	INDUTEX 554USA54-XL SPRAYGUARD SEALED SEAM WHITE PUNTIFORM COVERALLS WITH HOOD AND BOOTS, ELASTIC WRISTS, ZIPPER STORM FLAP, SIZE XLARGE, (20) PER	380.170/cs	1,900.85 ✓
*** Continued on Next Page ***				

**Aramco, Inc.**  
**1480 Grandview Ave**  
**PAULSBORO NJ 08066-1801**  
**856-686-7700**



**Quotation**

QUOTE DATE	QUOTE NUMBER
11/19/14	S2190899
ORDER TO:	PAGE NO.
www.aramco.com	2

QUOTE TO:  
 CITY OF JERSEY CITY  
 1 JOURNAL SQUARE PLZ  
 JERSEY CITY, NJ 07306-4004

SHIP TO:  
 JERSEY CITY/OFFICE OF EMER MGT  
 715 SUMMIT AVE  
 JERSEY CITY, NJ 07306-2503

CUSTOMER NUMBER	CUSTOMER PO NUMBER	REQUESTION NUMBER	SALES PERSON	
192649	RGORMAN INDUTEX	PUBLICHEALTH	pkalkanidis@aramco.com Patti Kalkanidis	
BUYER		SHIP VIA	TERMS	SHIP DATE
pkalkanidis@aramco.com Patti Kalkanidis		BW BEST WAY	NET 30 DAYS	ASAP
ORDER QTY	PART NO	DESCRIPTION	UNIT PRICE	AMT
5cs	1685-1887	CASE LIST \$603.44 INDUTEX 554USA55-2X SPRAYGUARD SEALED SEAM WHITE PUNIFORM COVERALLS WITH HOOD AND BOOTS, ELASTIC WRISTS, ZIPPER STORM FLAP, SIZE 2XLARGE, (20) PER CASE LIST \$633.40	399.040/cs	1,995.20 ✓
5cs	1686-1888	INDUTEX 554USA56-3X SPRAYGUARD SEALED SEAM WHITE PUNIFORM COVERALLS WITH HOOD AND BOOTS, ELASTIC WRISTS, ZIPPER STORM FLAP, SIZE 3XLARGE, (20) PER CASE LIST \$652.54	411.100/cs	2,055.50 ✓
2cs	1602-1293	INDUTEX 554USA57-4X SPRAYGUARD SEALED SEAM WHITE PUNIFORM COVERALLS WITH HOOD AND BOOTS, ELASTIC WRISTS, ZIPPER STORM FLAP, SIZE 4XLARGE, (20) PER CASE LIST PRICE \$ 658.92	415.120/cs	830.24 ✓
2cs	1603-1294	INDUTEX 554USA58-5X SPRAYGUARD SEALED SEAM WHITE PUNIFORM COVERALLS WITH HOOD AND BOOTS, ELASTIC WRISTS, ZIPPER STORM FLAP, SIZE 5XLARGE, (20) PER CASE LIST PRICE \$ 678.91	427.710/cs	855.42 ✓
12cs	N/A	^INDUTEX 55406000 SPRAYGUARD BOOTIES WITH 16" SOLE-ELASTIC TOP WITH LACETS FOR CLOSING, WHITE, 100PR/CS, ONE SIZE LIST PRICE \$312.00 **** *****	196.560/cs	2,358.72 ✓

\*\*\* Continued on Next Page \*\*\*

Aramco, Inc.  
 1480 Grandview Ave  
 PAULSBORO NJ 08066-1801  
 856-686-7700



Quotation

QUOTE DATE	QUOTE NUMBER
11/19/14	S2190899
ORDER TO:	PAGE NO.
www.aramco.com	3

QUOTE TO:  
 CITY OF JERSEY CITY  
 1 JOURNAL SQUARE PLZ  
 JERSEY CITY, NJ 07306-4004

SHIP TO:  
 JERSEY CITY/OFFICE OF EMER MGT  
 715 SUMMIT AVE  
 JERSEY CITY, NJ 07306-2503

CUSTOMER NUMBER	CUSTOMER ID NUMBER	REGISTRATION NUMBER	SALES PERSON	
192649	RGORMAN INDUTEX	PUBLICHEALTH	pkalkanidis@aramco.com Patti Kalkanidis	
CONTACT		SHIP TO	TERM	SHIP DATE
pkalkanidis@aramco.com Patti Kalkanidis		BW BEST WAY	NET 30 DAYS	ASAP
ORDER QTY	PART NO	DESCRIPTION	UNIT PRICE	AMT
		***** MILITARY JETGUARD -HIGHER LEVEL-SIMILAR TO TYVEK, TYCHEM F -MEETS HIGHER PERMEATION LEVELS *****		
5cs	51062	INDUTEX 20233-LG MILITARY JETGUARD PLUS V2 COVERALL WITH ATTACHED HOOD, BOOTS WITH FLAPS, SIZE LARGE	378.000/cs	1,890.00 ✓
10cs	51063	INDUTEX 20234-XL MILITARY JETGUARD PLUS V2 COVERALL WITH ATTACHED HOOD, BOOTS WITH FLAPS, SIZE LARGE	378.000/cs	3,780.00 ✓
35cs	51064	INDUTEX 20235-2X MILITARY JETGUARD PLUS V2 COVERALL WITH ATTACHED HOOD, BOOTS WITH FLAPS, SIZE 2XLARGE LIST PRICE \$610.00	384.300/cs	13,450.50 ✓
35cs	51065	INDUTEX 20236-3X MILITARY JETGUARD PLUS V2 COVERALL WITH ATTACHED HOOD, BOOTS WITH FLAPS, SIZE 3XLARGE LIST PRICE \$620.00	390.600/cs	13,671.00 ✓
15cs	51066	INDUTEX 20237-4X MILITARY JETGUARD PLUS V2 COVERALL WITH ATTACHED HOOD, BOOTS WITH FLAPS, SIZE 4XLARGE LIST PRICE \$630.00	396.900/cs	5,953.50 ✓
10cs	51067	INDUTEX 20238-5X MILITARY JETGUARD PLUS V2 COVERALL WITH ATTACHED HOOD, BOOTS WITH	403.200/cs	4,032.00 ✓

\*\*\* Continued on Next Page \*\*\*

Aramco, Inc.  
 1480 Grandview Ave  
 PAULSBORO NJ 08066-1801  
 856-686-7700



Quotation

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11/19/14	S2190899
ORDER TO:	PAGE NO.
www.aramco.com	4

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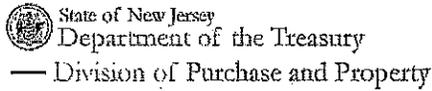
SHIP TO:  
 JERSEY CITY/OFFICE OF EMER MGT  
 715 SUMMIT AVE  
 JERSEY CITY, NJ 07306-2503

CUSTOMER NUMBER	CUSTOMER PO NUMBER	QUOTE ITEM NUMBER	SHIP/PERSON	
192649	RGORMAN INDUTEX	PUBLICHEALTH	pkalkanidis@aramco.com Patti Kalkanidis	
QUANTITY	UNIT	TERMS	SHIP DATE	FREIGHT ALLOWED
pkalkanidis@aramco.com Patti Kalkanidis	BW BEST WAY	NET 30 DAYS	ASAP	
ORDER QTY	PART NO	DESCRIPTION	UNIT PRICE	TOTAL
		FLAPS, SIZE 5XLARGE LIST PRICE \$640.00 *****		
		FSI CONTRACT 81352 LINE # 00161 DISCOUNT 19.5% *****		
100ea	N/A	^#F-EM-275 KAPPLER CHEM TAPE 2 X 10 YD LIST PRICE \$ 50.00 ****	40.250/ea	4,025.00 ✓
50ea	N/A	^#F-EM-275A KAPPLER CHEM TAPE 2 X 60 YD LIST PRICE \$65.00 ****	52.330/ea	2,616.50 ✓
<p>Due to the current public health situation, we are experiencing extended lead times (up to 14+ weeks) from the mfgs. Aramsco requires a written, non-cancellable PO for all orders (changes may require a new PO). Orders and product cannot be refused or returned. Thank you in advance for your confidence in Aramsco.</p>				

This is a Quotation.

Prices are firm for 30 days, subject to change without notice after 30 days.  
 This total may not reflect all charges for taxes, freight, surcharges or  
 or handling. Please contact your sales rep for additional information. Thank you.

Subtotal	62768.82
Est Freight	0.00
Est Tax	0.00
<b>Total</b>	<b>62768.82</b>



**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 JACKIE KEMERY

**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 Excel Document \(90 kb\)](#)
- [Subcontractor List Adobe PDF \(126 kb\)](#)
- [Amendment #1 - Product Addition Adobe PDF \(76 k\)](#)
- [Amendment #2 - Product Addition Adobe PDF \(30 k\)](#)
- [Amendment #3 - Additional Distributors Adobe PDF \(28 kb\)](#)
- [Amendment #4 - Product Addition Adobe PDF \(14 k\)](#)
- [Amendment #5 - Product Addition Adobe PDF \(6 ml\)](#)
- [Amendment #6 - Product Addition Adobe PDF \(24 k\)](#)
- [Amendment #7 - Additional Distributors Adobe PDF \(12 kb\)](#)
- [Amendment #8 - Product Addition Adobe PDF \(48 k\)](#)
- [Amendment #9 - Additional Distributors Adobe PDF \(15 kb\)](#)

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

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

**NOAs By Number**

**NOAs By Title**

**Search NOAs**

<b>Index #:</b>	T-0106
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 05/01/12 TO: 04/30/15
<b>Applicable To:</b>	ALL STATE AGENCIES

<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*
<b>Vendor Name &amp; Address:</b>	SEE VENDOR INFORMATION SECTION
<b>For Procurement Bureau Use:</b>	
<b>Solicitation #:</b>	21817
<b>Bid Open Date:</b>	01/11/12
<b>CID #:</b>	1039379
<b>Commodity Code:</b>	680-04
<b>Set-Aside:</b>	NONE

<b>CONDITIONS AND METHODS OF OPERATION</b>	
<p>Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that</p> <p>A. Delivery: All prices F.O.B. Destination                  B. Method of Operation - State Agencies Only:  <b>Issue an agency purchase order to the appropriate contract vendor(s).</b></p>	

<b>*IMPORTANT: POLITICAL SUBDIVISION &amp; OTHER COOPERATIVE PURCHASING PARTICIPANTS</b>	
<p>In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these item s/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.</p> <p>Questions, problems or complaints related to Cooperative Purchasing contact:</p> <p>Cooperative Purchasing Coordinator                  PO Box 230                  Trenton, NJ 08625                  (609) 984-7047</p>	

<b>In the event of an emergency, contact the following in the order listed:</b>		
JACKIE KEMERY	PROCUREMENT SPECIALIST	609-984-6239
JACKIE KEMERY	PROCUREMENT SPECIALIST SUPERVISOR	609-984-6239
ELIZABETH MACKAY	ASSISTANT DIRECTOR	609-292-6817
	<b>PUB DATE:</b>	<b>12/26/14</b>

<b>VENDOR INFORMATION</b>	
<b>Vendor Name &amp; Address:</b>	ABSOLUTE FIRE PROTECTION 2800 HAMILTON BLVD SO PLAINFIELD, NJ 07080
<b>Contact Person:</b>	ANTHONY AMOROSO
<b>Contact Phone:</b>	908-757-3600
<b>Order Fax:</b>	908-757-3618
<b>Contract#:</b>	81340
<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	1% 15 NET 30
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	YES
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES

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

<b>Vendor Name &amp; Address:</b>	
-----------------------------------	--

<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	ARMORSHIELD USA LLC 3600 HEBRON RD HEBRON, OH 43250
<b>Contact Person:</b>	GREG ROSE
<b>Contact Phone:</b>	740-928-0070
<b>Order Fax:</b>	740-928-0060
<b>Contract#:</b>	82179
<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	5% 10 NET 30
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	ASTRO PHYSICS INC 21481 FERRERO PARKWAY CITY INDUSTRY, CA 91789
<b>Contact Person:</b>	FRANCOIS ZAYEK
<b>Contact Phone:</b>	909-598-4588
<b>Order Fax:</b>	909-598-5546
<b>Contract#:</b>	81310
<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	SPECIFIED ELSEW HERE
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	ATLANTIC TACTICAL INC 763 CORPORATE CIRCLE NEW CUMBERLAND, PA 17070
<b>Contact Person:</b>	SEAN M. CONNVILLE
<b>Contact Phone:</b>	717-774-3339
<b>Order Fax:</b>	717-774-4463
<b>Contract#:</b>	81297
<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	BATTLEW ARE TECHNOLOGIES INC 11263 AIR PARK RD /BLDG B4 ASHLAND, VA 23005
<b>Contact Person:</b>	LE BUNDY

ACCESSORIES BRAND: OM TACTICAL  P/L DATED: 1/1/11 - DISTRIBUTOR					
<b>Vendor:</b> APPLIED CONCEPTS INC DBA STALKER RADAR			<b>Contract Number:</b> 81323		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00073	COMM CODE: 680-77-082663 [POLICE, PRISON AND SECURITY ACCESS...]  ITEM DESCRIPTION: LASER GUNS/RADAR GUNS BRAND: STALKER RADAR (APPLIED CONCEPTS)  P/L DATED: 1/9/12 - RETAIL	1.000	EACH	60.00%	N/A
<b>Vendor:</b> ARAMSCO INC			<b>Contract Number:</b> 81352		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00122	COMM CODE: 257-40-082677 [DEFENSE SYSTEM AND HOMELAND SECURITY...]  ITEM DESCRIPTION: AREA SECURITY ENHANCEMENT EQUIPMENT BRAND: COASTAL ENVIRONMENTAL  P/L DATED: 1/1/12 - LIST	1.000	EACH	7.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00124	COMM CODE: 257-40-082679 [DEFENSE SYSTEM AND HOMELAND SECURITY...]  ITEM DESCRIPTION: AREA SECURITY ENHANCEMENT EQUIPMENT BRAND: CARVAN  P/L DATED: 2011 - MASTER PRICE SHEET	1.000	EACH	6.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00125	COMM CODE: 257-40-082680 [DEFENSE SYSTEM AND HOMELAND SECURITY...]  ITEM DESCRIPTION: AREA SECURITY ENHANCEMENT EQUIPMENT BRAND: CORTINA SAFETY PRODUCTS  P/L DATED: 3/15/10 - LIST	1.000	EACH	31.50%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00127	COMM CODE: 257-40-082682 [DEFENSE SYSTEM AND HOMELAND SECURITY...]  ITEM DESCRIPTION:	1.000	EACH	6.00%	N/A

	COMM CODE: 257-40-082691 [DEFENSE SYSTEM AND HOMELAND SECURITY...]  ITEM DESCRIPTION: PERSONAL PROTECTIVE CLOTHING & EQUIP. BRAND : 3M  P/L DATED : 8/2011 - LIST P/L # : OHESD				
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00184	COMM CODE: 257-40-082700 [DEFENSE SYSTEM AND HOMELAND SECURITY...]  ITEM DESCRIPTION: PERSONAL PROTECTIVE CLOTHING & EQUIP. BRAND : INDUSTEX SPA  P/L DATED : 1/2012 - LIST P/L # : APR2012-1-6-1	1.000	EACH	37.00%	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00186	COMM CODE: 257-40-082702 [DEFENSE SYSTEM AND HOMELAND SECURITY...]  ITEM DESCRIPTION: PERSONAL PROTECTIVE CLOTHING & EQUIP. BRAND : KOEHLER  P/L DATED : 2/14/11 - MSRP	1.000	EACH	40.50%	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00188	COMM CODE: 257-40-082704 [DEFENSE SYSTEM AND HOMELAND SECURITY...]  ITEM DESCRIPTION: PERSONAL PROTECTIVE CLOTHING & EQUIP. BRAND : M L KISHIGO  P/L DATED : 2012 - LIST	1.000	EACH	35.00%	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00192	COMM CODE: 257-40-082708 [DEFENSE SYSTEM AND HOMELAND SECURITY...]  ITEM DESCRIPTION: PERSONAL PROTECTIVE CLOTHING & EQUIP. BRAND : MYCLYNS  P/L DATED : 1/4/12	1.000	EACH	26.00%	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00193	COMM CODE: 257-40-082709 [DEFENSE SYSTEM AND HOMELAND SECURITY...]  ITEM DESCRIPTION: PERSONAL PROTECTIVE	1.000	EACH	47.70%	N/A

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

City Clerk File No. Res. 15.058

Agenda No. 10.Y

Approved: JAN 28 2015

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ORCHARD HOLDINGS LLC. FOR THE MCGINLEY SQUARE SAFETY IMPROVEMENTS PHASE II, FEDERAL PROJECT NO. HSP-C00S(641) JERSEY CITY PROJECT NO. T-2014-002 FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC TRANSPORTATION**

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

**WHEREAS**, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised bids for **The McGinley Square Safety Improvements, Phase II, Federal Project No. HSP-C00S(641) Jersey City Project No. T-2014-002** for the Department of Administration/Division of Architecture, Engineering, Traffic and Transportation pursuant to specifications and bids thereof; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received **Six (6) Bids**, the lowest responsible bid being that from **Orchard Holdings LLC, 1913 Atlantic Avenue, Ste 193, Manasquan NJ 08736**, in the total bid amount of **Four Hundred Fifty Five Thousand, Five Hundred Thirty Five (\$455,535.60) Dollars and Sixty Cents**; and

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

**WHEREAS**, the sum of **Four Hundred Fifty Five Thousand, Five Hundred Thirty Five (\$455,535.60) Dollars and Sixty Cents** are available in the 2015 temporary and permanent budget; and

**WHEREAS**, the funds for this purchase are available in **Federal Aid Grant Acct #02-213-40-496-314 and Capital Acct #04-215-55-861-990**; and

**Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.**

Acct. No.	P.O. #		Amount
02-213-40-496-314	115978	Grant Acct	\$409,314.00
04-215-55-861-990	115979	Capital Acct	\$46,221.60
		<b>Bid Total</b>	<b>\$455,535.60</b>
04-215-55-861-990	115977	Contingency	\$24,217.28
		<b>Total Encumbrance</b>	<b>\$479,752.88</b>

**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.

**WHEREAS**, if funds are not available for the contract in the 2015 temporary and permanent budget, the contract will be terminated.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Orchard Holdings LLC** 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

(Continued on page 2)

City Clerk File No. Res. 15.058

Agenda No. 10.Y JAN 28 2015

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ORCHARD HOLDINGS LLC. FOR THE MCGINLEY SQUARE SAFETY IMPROVEMENTS PHASE II, FEDERAL PROJECT NO. HSP-C00S(641) JERSEY CITY PROJECT NO. T-2014-002 FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC TRANSPORTATION**

**RESOLVED**, this contract shall be subject to the condition that the vendor/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/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #		Amount
02-213-40-496-314	115978	Grant Acct	\$409,314.00
04-215-55-861-990	115979	Capital Acct	\$46,221.60
		Bid Total	\$455,535.60
04-215-55-861-990	115977	Contingency	\$24,217.28
		Total Encumbrance	\$479,752.88

Approved by Peter Fologado, Director of Purchasing, QPA

PF/pc  
1/20/15

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 1 28 15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[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 contract to Orchard Holdings for McGinley Square Safety Improvements Project Phase 2, Federal Project #HSP – C00S(641), JC project no. 14-002, for the Department of Administration, Division of Architecture, Engineering, Traffic and Transportation

**Project Manager**

Department/Division	Administration	Architecture , Engineering , Traffic & Transportation
Name/Title	Stanley Huang	City Engineer
Phone/email	201-547-5965	stanley@cnj.org

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

**Contract Purpose**

This project involves upgrades at the intersections of Bergen Avenue and Montgomery Street, Jordan Avenue/Monticello Avenue and Montgomery Street, Storms Avenue and Monticello Avenue and Storms Avenue and Nevins Street for the purpose of meeting current ADA standards. Improvements include but not limited to sidewalk and curbing replacement, installation of pedestrian signal heads, etc.

**Cost (Identify all sources and amounts)**

**Contract term (include all proposed renewals)**

R# 0168890 Federal Aid Grant 02-213-40-496-314	....\$409,314.00
R# 0168895 Engineering Capital 04-215-55-861-990	....\$46,221.60
Total Base Contract	\$455,535.60
R# 01688670 Engineering Capital 04-21555-861-990	...\$24,217.28
<b>TOTAL ENCUMBERED:</b>	<b>\$479,752.88</b>

[Empty box for contract term]

Type of award

If "Other Exception", enter type

**Additional Information**

The awarding resolution has been drafted by Div. of Purchasing. This is a public bid. There were six(6) bidders. The lowest bidder was Orchard Holdings, Manasquan, NJ with the amount \$455,535.60

I certify that all the facts presented herein are accurate.

Stanley Huang for  
Signature of Division Director

1/20/15  
Date

[Signature]  
Signature of Department Director

1/20/15  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
DEPARTMENT OF ADMINISTRATION  
CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5147 | F: 201 547 4833



ROBERT J. KAKOLESKI  
BUSINESS ADMINISTRATOR

**MEMORANDUM**

DATE: January 20, 2015  
 TO: Peter Folgado, Purchasing Director  
 FROM: Robert Kakoleski, Business Administrator  
 SUBJECT: Recommendation Letter – Award of Contract  
 PROJECT: McGinley Square Safety Improvements, Phase 2  
 Jersey City Project No: T2014-002

Please be advised, after careful and thorough review of the bid received for the McGinley Square Safety Improvements, Phase 2, I recommend that the contract be awarded to:

**ORCHARD HOLDINGS, LLC**  
1913 ATLANTIC AVE., SUITE 193  
MANASQUAN, NEW JERSEY 08736

**TOTAL CONTRACT AMOUNT = \$ 479,752.88**

Please proceed and utilize the following requisitions listed below. Kindly draft the awarding resolution for the January 28<sup>th</sup> Council Meeting.

Req. 0167868	Acct: 02-213-40-496-314	Federal Aid Grant	\$409,314.00
Req. 0167869	Acct: 04-215-55-861-990	Engineering Capital	\$ 46,221.60
Req. 0168670	Acct: 04-215-55-861-990	Engineering Capital	\$ 24,217.28

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at ext. 5146/47.

- C: Brian Weller, Division Director, AETT  
 Stanley Huang, Municipal Engineer  
 Raquel Tosado, Contracts Manager  
 Paola Campbell, Purchasing Division  
 Dawn Odom, Supervisor Admin. Analyst  
 Lichuan Wang, Principal Engineer



CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE, ENGINEERING  
TRAFFIC AND TRANSPORTATION  
PUBLIC WORKS COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305  
P: 201 547 5900 | F: 201 547 5806



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

MEMORANDUM

**DATE** : January 13, 2015

**TO** : Robert Kakoleski, Business Administrator

**FROM** : Brian F. Weller, L.L.A., A.S.L.A., Director, Division of Architecture, Engineering, Traffic and Transportation

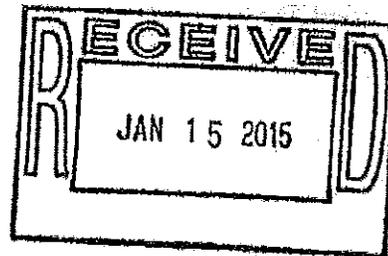
**SUBJECT** : McGinley Square Safety Improvements, Phase 2  
Project No. T2014-002  
Re: Award Recommendation

This Division has reviewed the six (6) bids received on Thursday, December 4, 2014 for the above-mentioned project and recommend award to the low bidder, Orchard Holdings, LLC., 1913 Atlantic Ave. Suite193, Manasquan, New Jersey 08736 to be acceptable. Attached, please find a copy of the Summary of Bids Table.

Please advise the Division of Purchasing to prepare a Resolution to award this contract to Orchard Holdings, LLC for the January 28<sup>th</sup>, 2015 Municipal Council Meeting.

ew  
Attachments

c: Peter Folgado, Purchasing Director  
Raquel Tosado, Contractor Manager  
Paola Campbell, Purchasing Division  
Dawn Odom, Supervising Administrative Analyst  
Stanley Huang, P.E., Municipal engineer  
Lichuan Wang, Principal engineer





**CITY OF JERSEY CITY**  
**DEPARTMENT OF ADMINISTRATION**  
**DIVISION OF ARCHITECTURE, ENGINEERING**  
**TRAFFIC AND TRANSPORTATION**  
 PUBLIC WORKS COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305  
 P: 201 547 5900 | F: 201 547 5806



**STEVEN M. FULOP**  
 MAYOR OF JERSEY CITY

**ROBERT KAKOLESKI**  
 BUSINESS ADMINISTRATOR

**MEMORANDUM**

**DATE** : January 13, 2015

**TO** : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

**FROM** : Brian F. Weller, L.L.A., Director, Architecture, Engineering, Traffic and Transportation 

**SUBJECT** : McGinley Square Safety Improvements Phase 2  
 Project No. T2014-002  
 Re: Contract Award

Attached for your consideration is the Resolution authorizing the award of a contract to Orchard Holdings, LLC the lowest responsible bidder for the McGinley Square Safety Improvements Phase 2 project. These upgrades are necessary to meet the current ADA standards. Bids were received from the following:

Orchard Holdings, LLC.	\$455,535.60
Zuccaro Inc.	\$478,471.00
Shauger Property Services, Inc.	\$489,995.25
J.C. Contracting, Inc.	\$499,953.60
Black Rock Enterprises, LLC	\$534,896.35
Zenith Construction Services, Inc.	\$615,314.75

The work consists of the following:

- \* Upgrades at the intersections of Bergen Ave., and Montgomery St Jordan Ave./Monticello and Montgomery St., Storms Avenue and Monticello Ave., Storms Ave., and Nevins Street.
- \* Improvements include sidewalk and curbing replacement
- \* Installation of pedestrian signal heads
- \* Countdown push-buttons, and poles
- \* Milling, resurfacing, signing and striping plus minor drainage improvements
- \* The source of funding for this project consists of a Federal Highway Admin. Fund of \$409,314.00 and City funds for the remaining balance.

If you need any additional information, please do not hesitate to call.

MAGINLEY SQUARE SAFETY IMPROVEMENTS - PHASE II  
 JERSEY CITY PROJECT NO. 14-002 FEDERAL PROJECT NO. HSP - CONS(641)  
 BID ANALYSIS  
 BID RECEIVED DATE: 12/04/2015

SEQ. NO.	MDOT ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	ENGINEER'S ESTIMATE UNIT PRICE	AMOUNT	ORCHARD HOLDINGS, LLC MANASQUAN, NJ UNIT PRICE	AMOUNT	ZUCCARO INC SADDLE BROOK, NJ UNIT PRICE	AMOUNT	SHAUNG PROPERTY SERVICES, INC., EAST UNIT PRICE	AMOUNT	J.C. CONTRACTING INC. BLOOMFIELD, NJ UNIT PRICE	AMOUNT
1	157003M	CONSTRUCTION LAYOUT	DOLLAR	1	\$17,900.00	\$17,900.00	\$2,800.00	\$2,800.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$1,000.00	\$1,000.00
2	158003M	TRAFFIC DIRECTOR, JERSEY CITY POLICE	ALLOWANCE	1	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
3	159003M	INLET FILTER, TYPE 2, 2'x4'	U	11	\$1,650.00	\$18,150.00	\$1,650.00	\$18,150.00	\$1,650.00	\$18,150.00	\$1,650.00	\$18,150.00	\$1,650.00	\$18,150.00
4	159003M	BREAKAWAY BARRICADE	U	30	\$70.00	\$2,100.00	\$70.00	\$2,100.00	\$70.00	\$2,100.00	\$70.00	\$2,100.00	\$70.00	\$2,100.00
5	159006M	DEBRIS	U	35	\$48.00	\$1,680.00	\$48.00	\$1,680.00	\$48.00	\$1,680.00	\$48.00	\$1,680.00	\$48.00	\$1,680.00
6	159006M	TRAFFIC CONE	U	45	\$14.00	\$630.00	\$14.00	\$630.00	\$14.00	\$630.00	\$14.00	\$630.00	\$14.00	\$630.00
7	159012M	CONSTRUCTION SIGNS	SF	450	\$13.00	\$5,850.00	\$13.00	\$5,850.00	\$13.00	\$5,850.00	\$13.00	\$5,850.00	\$13.00	\$5,850.00
8	159012M	FLASING ARROW BOARD, 4'x8'	SF	450	\$13.00	\$5,850.00	\$13.00	\$5,850.00	\$13.00	\$5,850.00	\$13.00	\$5,850.00	\$13.00	\$5,850.00
9	160004M	RISE, PRICE ADJUSTMENT	DOLLAR	2	\$800.00	\$1,600.00	\$800.00	\$1,600.00	\$800.00	\$1,600.00	\$800.00	\$1,600.00	\$800.00	\$1,600.00
10	201003P	CLEANING SITE	LS	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
11	202004M	EXCAVATION, TEST PIT	UNIT	10	\$250.00	\$2,500.00	\$250.00	\$2,500.00	\$250.00	\$2,500.00	\$250.00	\$2,500.00	\$250.00	\$2,500.00
12	202021P	REMOVAL OF PAVEMENT	SY	181	\$55.00	\$9,955.00	\$55.00	\$9,955.00	\$55.00	\$9,955.00	\$55.00	\$9,955.00	\$55.00	\$9,955.00
13	202021P	REMOVAL OF PAVEMENT	SY	181	\$12.00	\$2,172.00	\$12.00	\$2,172.00	\$12.00	\$2,172.00	\$12.00	\$2,172.00	\$12.00	\$2,172.00
14	202021P	DEMOLISHED AGGREGATE BASE COURSE, 3" THICK	SY	8273	\$8.00	\$66,184.00	\$8.00	\$66,184.00	\$8.00	\$66,184.00	\$8.00	\$66,184.00	\$8.00	\$66,184.00
15	401024M	HMA MILLING 3" OR LESS	SY	704	\$110.00	\$77,440.00	\$110.00	\$77,440.00	\$110.00	\$77,440.00	\$110.00	\$77,440.00	\$110.00	\$77,440.00
16	401024M	HOT MIX ASPHALT 12.5MM BASE COURSE	T	40	\$119.00	\$4,760.00	\$119.00	\$4,760.00	\$119.00	\$4,760.00	\$119.00	\$4,760.00	\$119.00	\$4,760.00
17	402221M	CURB PIECE	U	2	\$350.00	\$700.00	\$350.00	\$700.00	\$350.00	\$700.00	\$350.00	\$700.00	\$350.00	\$700.00
18	602221M	SET INLET, TYPE B MOORFIELD, CASTING	U	5	\$1,800.00	\$9,000.00	\$1,800.00	\$9,000.00	\$1,800.00	\$9,000.00	\$1,800.00	\$9,000.00	\$1,800.00	\$9,000.00
19	603004M	RESSET EXISTING CASTINGS	U	6	\$300.00	\$1,800.00	\$300.00	\$1,800.00	\$300.00	\$1,800.00	\$300.00	\$1,800.00	\$300.00	\$1,800.00
20	603004M	CONCRETE SIDEWALK, 4" THICK	SF	587	\$80.00	\$46,960.00	\$80.00	\$46,960.00	\$80.00	\$46,960.00	\$80.00	\$46,960.00	\$80.00	\$46,960.00
21	603004M	RESSET BERKAP CONCRETE PAVERS	SY	26	\$145.00	\$3,770.00	\$145.00	\$3,770.00	\$145.00	\$3,770.00	\$145.00	\$3,770.00	\$145.00	\$3,770.00
22	603004M	CONCRETE DRIVEWAY REINFORCED, 6" THICK	SY	25	\$160.00	\$4,000.00	\$160.00	\$4,000.00	\$160.00	\$4,000.00	\$160.00	\$4,000.00	\$160.00	\$4,000.00
23	603004M	CONCRETE ISLAND 4" THICK	SY	18	\$100.00	\$1,800.00	\$100.00	\$1,800.00	\$100.00	\$1,800.00	\$100.00	\$1,800.00	\$100.00	\$1,800.00
24	603004M	REINFORCED WALKING SURFACE	SF	245	\$24.00	\$5,880.00	\$24.00	\$5,880.00	\$24.00	\$5,880.00	\$24.00	\$5,880.00	\$24.00	\$5,880.00
25	607024P	3'x24' CONCRETE VERTICAL CURB	LF	818	\$43.50	\$35,583.00	\$43.50	\$35,583.00	\$43.50	\$35,583.00	\$43.50	\$35,583.00	\$43.50	\$35,583.00
26	610004M	TRAFFIC MARKINGS	SF	1705	\$5.00	\$8,525.00	\$5.00	\$8,525.00	\$5.00	\$8,525.00	\$5.00	\$8,525.00	\$5.00	\$8,525.00
27	610011M	TRAFFIC STRIPES, 4" EQUIVALENT	LF	1705	\$1.00	\$1,705.00	\$1.00	\$1,705.00	\$1.00	\$1,705.00	\$1.00	\$1,705.00	\$1.00	\$1,705.00
28	610024M	REMOVAL OF TRAFFIC STRIPES	LF	200	\$1.00	\$200.00	\$1.00	\$200.00	\$1.00	\$200.00	\$1.00	\$200.00	\$1.00	\$200.00
29	612004P	REGULATORY AND WARNING SIGN	SF	287	\$40.00	\$11,480.00	\$40.00	\$11,480.00	\$40.00	\$11,480.00	\$40.00	\$11,480.00	\$40.00	\$11,480.00
30	612004P	GUIDE SIGN, TYPE GA, BREAKAWAY SUPPORTS	SF	6	\$45.00	\$270.00	\$45.00	\$270.00	\$45.00	\$270.00	\$45.00	\$270.00	\$45.00	\$270.00
31	612004P	REFLECTIVE SIGN POST WRAP	SF	15	\$35.00	\$525.00	\$35.00	\$525.00	\$35.00	\$525.00	\$35.00	\$525.00	\$35.00	\$525.00
32	651255M	RESSET WATER VALVE BOX	U	1	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00
33	652435M	RESSET MANHOLE, SANITARY SEWER, USING NEW CASTING	U	1	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
34	701024P	3' RIGID METAL CONDUIT	LF	9	\$80.00	\$720.00	\$80.00	\$720.00	\$80.00	\$720.00	\$80.00	\$720.00	\$80.00	\$720.00
35	701024P	3' RIGID METAL CONDUIT	LF	352	\$98.00	\$34,516.00	\$98.00	\$34,516.00	\$98.00	\$34,516.00	\$98.00	\$34,516.00	\$98.00	\$34,516.00
36	701192P	GROUND WIRE, NO 3 AWG	LF	6	\$2,000.00	\$12,000.00	\$2,000.00	\$12,000.00	\$2,000.00	\$12,000.00	\$2,000.00	\$12,000.00	\$2,000.00	\$12,000.00
37	702004P	TRAFFIC SIGNAL CABLE & CONDUCTOR	LF	382	\$3.00	\$1,146.00	\$3.00	\$1,146.00	\$3.00	\$1,146.00	\$3.00	\$1,146.00	\$3.00	\$1,146.00
38	702004P	TRAFFIC SIGNAL CABLE, 10 CONDUCTOR	LF	1241	\$3.00	\$3,723.00	\$3.00	\$3,723.00	\$3.00	\$3,723.00	\$3.00	\$3,723.00	\$3.00	\$3,723.00
39	702004P	TRAFFIC SIGNAL CABLE, 10 CONDUCTOR	LF	11	\$75.00	\$825.00	\$75.00	\$825.00	\$75.00	\$825.00	\$75.00	\$825.00	\$75.00	\$825.00
40	702004P	PUSH BUTTON ASSEMBLY, TYPE AFB	U	4	\$1,600.00	\$6,400.00	\$1,600.00	\$6,400.00	\$1,600.00	\$6,400.00	\$1,600.00	\$6,400.00	\$1,600.00	\$6,400.00
41	702004M	IMAGE DETECTOR	U	2	\$7,000.00	\$14,000.00	\$7,000.00	\$14,000.00	\$7,000.00	\$14,000.00	\$7,000.00	\$14,000.00	\$7,000.00	\$14,000.00
42	702004M	IMAGE DETECTOR	U	1	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00
43	702004M	CONTROL LOGIC CONTROLS	U	1	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00
Total (\$):						\$449,531.40	\$459,536.60	\$478,471.00	\$499,995.25	\$499,995.25			\$499,995.25	\$499,995.25

PREPARED BY: VIZIOLIS  
 LEONARD WANG, P.E.  
 Sigafoos (Shang) Huang, P.E.  
 Municipal Engineer, NJ Urban No.  
 1 of 2

McGINLEY SQUARE SAFETY IMPROVEMENTS PHASE II

JERSEY CITY PROJECT NO. 14-002 FEDERAL PROJECT NO. HSP - C005(641)

BID ANALYSIS BID RECEIVED DATE: 12/14/2015

Engineer's Estimate

Black Rock Enterprises, LLC  
Old Bridge, NJ

Zenth Construction Services, Inc. Orange, NJ

AVERAGE BID PRICES

SEC. NO.	ALDOT ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	AMOUNT						
1	15103M	CONSTRUCTION LAYOUT	DOLLAR	1	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00
2	158030M	TRAFFIC DIRECTOR, JERSEY CITY POLICE	ALLOWANCE	1	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
3	158030M	INLET FILTER, TYPE 2, 2'X4'	U	11	\$18,000.00	\$198,000.00	\$17,100.00	\$188,100.00	\$17,100.00	\$188,100.00	\$17,100.00	\$188,100.00
4	158030M	REBAR/AVARY BAR/GRID/DOE	U	30	\$170.00	\$5,100.00	\$3,100.00	\$93,000.00	\$2,250.00	\$67,500.00	\$3,100.00	\$93,000.00
5	158030M	DEATH	U	35	\$44.00	\$1,540.00	\$80.00	\$2,800.00	\$50.00	\$1,750.00	\$80.00	\$2,800.00
6	158030M	TRAFFIC CONE	U	45	\$14.00	\$630.00	\$1.00	\$45.00	\$20.00	\$900.00	\$14.00	\$630.00
7	158030M	CONSTRUCTION SIGNS	U	450	\$18.00	\$8,100.00	\$15.00	\$6,750.00	\$20.00	\$9,000.00	\$18.00	\$8,100.00
8	158030M	PUSHING ARROW BOARD, 4'X8'	U	2	\$800.00	\$1,600.00	\$1.00	\$2.00	\$7,500.00	\$15,000.00	\$7,500.00	\$15,000.00
9	158030M	FUEL PRICE ADJUSTMENT	DOLLAR	1	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
10	201003P	CLEANING SITE	LS	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
11	202003P	EXCAVATION, TEST PIT	UNIT	10	\$20.00	\$200.00	\$1.00	\$10.00	\$20.00	\$200.00	\$1.00	\$10.00
12	202003P	REMOVAL OF PAVEMENT	SY	181	\$33.00	\$5,958.00	\$28.00	\$5,088.00	\$35.00	\$6,385.00	\$28.00	\$5,088.00
13	30004P	DENSE-GRADED AGGREGATE BASE COURSE, 8" THICK	SY	181	\$12.00	\$2,172.00	\$10.00	\$1,810.00	\$15.00	\$2,715.00	\$10.00	\$1,810.00
14	40100M	HOT MIX ASPHALT 12.5% SURFACE COURSE	SY	9213	\$8.00	\$73,704.00	\$9.50	\$87,623.50	\$7.50	\$69,097.50	\$9.50	\$87,623.50
15	40100M	HOT MIX ASPHALT 12.5% SURFACE COURSE	T	704	\$110.00	\$77,440.00	\$130.00	\$91,820.00	\$105.00	\$74,070.00	\$130.00	\$91,820.00
16	40100M	HOT MIX ASPHALT 1.5% BASE COURSE	T	80	\$110.00	\$8,800.00	\$130.00	\$10,400.00	\$100.00	\$8,000.00	\$130.00	\$10,400.00
17	60203M	CONCRETE ISLAND	U	2	\$350.00	\$700.00	\$225.00	\$450.00	\$350.00	\$700.00	\$225.00	\$450.00
18	60203M	SET INLET, TYPE B WOOD-FIELD, CASTINGS	U	5	\$1,000.00	\$5,000.00	\$1,900.00	\$9,500.00	\$1,000.00	\$5,000.00	\$1,900.00	\$9,500.00
19	60203M	RESET EXISTING CASTING	U	6	\$300.00	\$1,800.00	\$225.00	\$1,350.00	\$350.00	\$2,100.00	\$225.00	\$1,350.00
20	60203M	CONCRETE SIDEWALK, 4" THICK	SY	587	\$90.00	\$52,830.00	\$85.00	\$50,000.00	\$95.00	\$55,865.00	\$85.00	\$50,000.00
21	60607P	RESET PRECAST CONCRETE FLOWERS	SY	25	\$1,450.00	\$36,250.00	\$1,250.00	\$31,250.00	\$1,650.00	\$41,250.00	\$1,250.00	\$31,250.00
22	60607P	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	SY	55	\$1,000.00	\$55,000.00	\$820.00	\$45,100.00	\$1,200.00	\$66,000.00	\$820.00	\$45,100.00
23	60607P	DEFLECTABLE WARNING SURFACE	SY	18	\$100.00	\$1,800.00	\$175.00	\$3,150.00	\$100.00	\$1,800.00	\$175.00	\$3,150.00
24	60607P	DEFLECTABLE WARNING SURFACE	SY	246	\$24.00	\$5,904.00	\$30.00	\$7,380.00	\$20.00	\$4,920.00	\$30.00	\$7,380.00
25	60704P	TRAFFIC MARKINGS	LF	618	\$24.50	\$15,141.00	\$28.00	\$17,304.00	\$22.00	\$13,596.00	\$28.00	\$17,304.00
26	61000M	TRAFFIC MARKINGS	SP	710	\$3,500.00	\$2,485.00	\$5.78	\$4,064.10	\$5.00	\$3,550.00	\$5.78	\$4,064.10
27	61001M	TRAFFIC STRIPES, 4" EQUIVALENT	LF	13705	\$1.00	\$13,705.00	\$0.63	\$8,634.15	\$0.90	\$12,334.50	\$0.63	\$8,634.15
28	61003M	REMOVAL OF TRAFFIC STRIPES	LF	200	\$1.00	\$200.00	\$1.00	\$200.00	\$1.00	\$200.00	\$1.00	\$200.00
29	61203P	REGULATORY AND WARNING SIGN	SP	267	\$40.00	\$10,680.00	\$37.00	\$9,879.00	\$43.00	\$11,481.00	\$37.00	\$9,879.00
30	61203P	REGULATORY AND WARNING SIGN	SE	6	\$450.00	\$2,700.00	\$226.60	\$1,360.00	\$500.00	\$2,700.00	\$226.60	\$1,360.00
31	61203P	REFLECTIVE SIGN POST/WRAP	U	15	\$63.00	\$945.00	\$58.25	\$873.75	\$70.00	\$1,050.00	\$58.25	\$873.75
32	65123SM	RESET WATER VALVE BOX	U	17	\$80.00	\$1,360.00	\$70.00	\$1,190.00	\$90.00	\$1,530.00	\$70.00	\$1,190.00
33	65123SM	RESET MANHOLE, SANITARY SEWER USING NEW CASTING	U	8	\$80.00	\$640.00	\$70.00	\$560.00	\$90.00	\$720.00	\$70.00	\$560.00
34	70102P	1" RIGID METAL CONDUIT	LF	352	\$2,200.00	\$774,400.00	\$1,100.00	\$387,200.00	\$3,500.00	\$1,232,000.00	\$1,100.00	\$387,200.00
35	70102P	1" RIGID METAL CONDUIT	LF	352	\$2,200.00	\$774,400.00	\$1,100.00	\$387,200.00	\$3,500.00	\$1,232,000.00	\$1,100.00	\$387,200.00
36	70112P	TRAFIC SIGNAL WIRE, NO. 6 AWG	LF	382	\$2,200.00	\$840.40	\$1,100.00	\$420.20	\$2,500.00	\$959.00	\$1,100.00	\$420.20
37	70203P	TRAFFIC SIGNAL CABLE, 6 CONDUCTOR	LF	1721	\$3.00	\$5,163.00	\$2.00	\$3,442.00	\$4.00	\$6,884.00	\$2.00	\$3,442.00
38	70203P	TRAFFIC SIGNAL CABLE, 10 CONDUCTOR	LF	928	\$4.00	\$3,712.00	\$4.25	\$3,946.00	\$3.75	\$3,450.00	\$4.25	\$3,946.00
39	70203P	TRAFFIC SIGNAL BACKPLATE	U	11	\$175.00	\$1,925.00	\$150.00	\$1,650.00	\$200.00	\$2,200.00	\$150.00	\$1,650.00
40	70203P	PUSH BUTTON ASSEMBLIES, TYPE APS	U	4	\$750.00	\$3,000.00	\$625.00	\$2,500.00	\$800.00	\$3,200.00	\$625.00	\$2,500.00
41	70203P	IMAGE DETECTOR	U	2	\$7,000.00	\$14,000.00	\$4,000.00	\$8,000.00	\$10,000.00	\$20,000.00	\$4,000.00	\$8,000.00
42	70203P	APCS CONTROL UNIT	U	1	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$7,000.00	\$2,000.00	\$2,000.00	
43	70203P	CONTROLLER MODIFICATIONS	U	1	\$50.00	\$50.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00
<b>TOTAL (\$)</b>						<b>\$449,313.40</b>		<b>\$534,896.35</b>		<b>\$623,038.75</b>		<b>\$513,648.50</b>

PREPARED BY: 1/17/2015  
Debra Wasy, P.E.

*Debra Wasy*

09/10/13

Taxpayer Identification#

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 382  
TRENTON, NJ 08646-0382

TAXPAYER NAME:  
ORCHARD HOLDINGS LLC

TRADE NAME:

ADDRESS:  
1913 ATLANTIC AVE SUITE 193  
MANASQUAN, NJ 08050

SEQUENCE NUMBER:  
0957846

EFFECTIVE DATE:  
12/24/02

ISSUANCE DATE:  
09/10/13



Director  
New Jersey Division of Revenue

FORM-BRC

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

(04-09) DEVB-101



## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0957846 FOR ORCHARD HOLDINGS LLC IS VALID.

VERIFIED  
PC

Certificate Number  
648750

Registration Date: 12/30/2012  
Expiration Date: 12/29/2014



# State of New Jersey

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

### Public Works Contractor Registration Act

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

Responsible Representative(s):  
Frederick J. Kurfels, President

Orchard Holdings LLC  
2013

*Harold J. Wirths*

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

NON-TRANSFERABLE

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

**CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF ENGINEERING  
TRAFFIC AND TRANSPORTATION**

**PROPOSAL**

**DO NOT REMOVE THESE PROPOSAL PAGES. SUBMIT THE ENTIRE BOUND ORIGINAL DOCUMENT AS BID PROPOSAL IN A SEALED ENVELOPE LABELED ON BOTH SIDES WITH THE PROJECT TITLE AND TWO COPIES.**

**TITLE:** McGinley Square Safety Improvements Project – Phase 2

**PROJECT NO.:** T-2014-002

**COMPANY:** Orchard Holdings, LLC  
**ADDRESS:** 1913 Atlantic Ave, Suite 193  
Manasquan, NJ 08736  
**TELEPHONE:** 732-560-8200  
**E-MAIL:** ErKorf@aol.com

**TO THE CITY OF JERSEY CITY:**

In compliance with your Invitation for Bids dated December 4, 2014, we the undersigned hereby declare that we have carefully examined the Plans, Specifications and all other Contract Documents; that we have carefully examined the Project Site and all other matters pertaining to the proposed work; including subsurface conditions and that we propose to furnish all labor, equipment and materials necessary to complete the work in full accordance with the Contract Documents at the price per unit of measure of each scheduled item of work in the following "Schedule of Prices".

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the City and to fully complete this project within 330 consecutive calendar days thereafter as stipulated in the specifications. Furthermore, it is understood and agreed in accordance with Article GC-36 "Time for Completion, Liquidated Damages and Extension of Time" that liquidated damages in the amount set forth in Article GC-36 will be charged to the Bidder for each consecutive calendar day until the work is completed and accepted.

Bidder acknowledges receipt of the following Addendum:

Addendum No. None Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Orchard Holdings

①

SCHEDULE OF PRICES

ITEM NO. 1 CONSTRUCTION LAYOUT  
 1 Unit @ \$ 2,800<sup>-</sup> per Unit \$ 2,800<sup>-</sup>  
TWENTY EIGHT HUNDRED DOLLARS  
 (Write Unit Price)

ITEM NO. 2 TRAFFIC DIRECTOR, JERSEY CITY POLICE  
 Allowance @ \$40,000.00 \$40,000.00  
Forty thousand dollars and zero cents  
 (Write Unit Price)

ITEM NO. 3 INLET FILTER, TYPE 2, 2' x 4'  
 11 Units @ \$ 85<sup>-</sup> per Unit \$ 935<sup>-</sup>  
Eighty Five Dollars  
 (Write Unit Price)

ITEM NO. 4 BREAKAWAY BARRICADE  
 30 Units @ \$ 1<sup>-</sup> per Unit \$ 30<sup>-</sup>  
ONE DOLLAR  
 (Write Unit Price)

ITEM NO. 5 DRUM  
 35 Units @ \$ 1<sup>-</sup> per Unit \$ 35<sup>-</sup>  
ONE DOLLAR  
 (Write Unit Price)

SCHEDULE OF PRICES

- ITEM NO. 6      TRAFFIC CONE  
 45 Units @ \$ 1- per Unit      \$ 45-  
ONE DOLLAR  
 (Write Unit Price)
- ITEM NO. 7      CONSTRUCTION SIGNS  
 450 S.F. @ \$ 1- per Square Foot      \$ 450-  
ONE DOLLAR  
 (Write Square Foot Price)
- ITEM NO. 8      FLASHING ARROW BOARD, 4' X 8'  
 2 Units @ \$ 1- per Unit      \$ 2-  
ONE DOLLAR  
 (Write Unit Price)
- ITEM NO. 9      FUEL PRICE ADJUSTMENT  
 Dollars @ \$200.00      \$200.00  
Two Hundred Dollars and zero cents  
 (Write Dollar Price)
- ITEM NO. 10      CLEARING SITE  
 Lump Sum      \$ 28,365-  
TWENTY EIGHT THOUSAND  
THREE HUNDRED SIXTY FIVE DOLLARS  
 (Write Lump Sum Price)

SCHEDULE OF PRICES

- ITEM NO. 11 EXCAVATION, TEST PIT  
 10 Units @ 70<sup>-</sup> per Unit \$ 700<sup>-</sup>  
SEVENTY DOLLARS  
 (Write Unit Price)
- ITEM NO. 12 REMOVAL OF PAVEMENT  
 181 S.Y. @ 50<sup>-</sup> per Square Yard \$ 9,050<sup>-</sup>  
FIFTY DOLLARS  
 (Write Unit Price)
- ITEM NO. 13 DENSE-GRADED AGGREGATE BASE COURSE, 8" THICK  
 181 S.Y. @ 20<sup>-</sup> per Square Yard \$ 3,620<sup>-</sup>  
TWENTY DOLLARS  
 (Write Unit Price)
- ITEM NO. 14 HMA MILLING, 3" OR LESS  
 6,213 S.Y. @ 6<sup>-</sup> per Square Yard \$ 37,278<sup>-</sup>  
SIX DOLLARS  
 (Write Square Yard Price)
- ITEM NO. 15 HOT MIX ASPHALT 12.5H64 SURFACE COURSE  
 704 Ton @ 117<sup>-</sup> per Ton \$ 82,368<sup>-</sup>  
ONE HUNDRED SEVENTEEN DOLLARS  
 (Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 16 HOT MIX ASPHALT 19H64 INTERMEDIATE COURSE

80 Ton @ 150<sup>-</sup> per Ton \$ 12,000<sup>-</sup>

ONE HUNDRED FIFTY DOLLARS  
(Write Unit Price)

ITEM NO. 17 CURB PIECE

2 Units @ 380<sup>-</sup> per Linear Foot \$ 760<sup>-</sup>

THREE HUNDRED EIGHTY DOLLARS  
(Write Unit Price)

ITEM NO. 18 SET INLET TYPE B MODIFIED, CASTING

5 Unit @ \$ 1,000<sup>-</sup> per Unit \$ 5,000<sup>-</sup>

ONE THOUSAND DOLLARS  
(Write Unit Price)

ITEM NO. 19 RESET EXISTING CASTING

6 Units @ \$ 70<sup>-</sup> per Unit \$ 420<sup>-</sup>

SEVENTY DOLLARS  
(Write Unit Price)

ITEM NO. 20 CONCRETE SIDEWALK, 4" THICK

597 S.Y. @ 89<sup>-</sup> per Square Yard \$ 53,133<sup>-</sup>

EIGHTY NINE DOLLARS  
(Write Unit Price)

SCHEDULE OF PRICES

- ITEM NO. 21      RESET PRECAST CONCRETE PAVERS
- 25 S.Y. @ 78 per Square Yard      \$ 1,950
- SEVENTY EIGHT DOLLARS  
(Write Unit Price)
- ITEM NO. 22      CONCRETE DRIVEWAY, REINFORCED, 6" THICK
- 55 S.Y. @ 93 per Square Yard      \$ 5,115
- NINETY THREE DOLLARS  
(Write Unit Price)
- ITEM NO. 23      CONCRETE ISLAND, 4" THICK
- 18 S.Y. @ 111 per Square Yard      \$ 1,998
- ONE HUNDRED ELEVEN DOLLARS  
(Write Unit Price)
- ITEM NO. 24      DETECTABLE WARNING SURFACE
- 246 S.F. @ 35 per Square Foot      \$ 8,610
- THIRTY FIVE DOLLARS  
(Write Unit Price)
- ITEM NO. 25      9" X 20" CONCRETE VERTICAL CURB
- 818 L.F. @ 50 per Linear Foot      \$ 40,900
- FIFTY DOLLARS  
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 26	TRAFFIC MARKINGS		
	710 S.F. @ <u>6.15</u> per Square Foot	\$	<u>4,366.50</u>
	<u>SIX DOLLARS &amp; FIFTEEN CENTS</u>		
	(Write Unit Price)		
ITEM NO. 27	TRAFFIC STRIPES, 4" EQUIVALENT		
	13705 L.F. @ <u>0.80</u> per Linear Foot	\$	<u>10,964</u>
	<u>FIFTY CENTS</u>		
	(Write Unit Price)		
ITEM NO. 28	REMOVAL OF TRAFFIC STRIPES		
	200 L.F. @ <u>3.50</u> per Linear Foot	\$	<u>700</u>
	<u>THREE DOLLARS &amp; FIFTY CENTS</u>		
	(Write Unit Price)		
ITEM NO. 29	REGULATORY AND WARNING SIGN		
	267 S.F. @ <u>40</u> per Square Foot	\$	<u>10,680</u>
	<u>FOURTY DOLLARS</u>		
	(Write Unit Price)		
ITEM NO. 30	GUIDE SIGN, TYPE GA, BREAKAWAY SUPPORT		
	6 S.F. @ <u>40</u> per Square Foot	\$	<u>240</u>
	<u>FOURTY DOLLARS</u>		
	(Write Unit Price)		

SCHEDULE OF PRICES

ITEM NO. 31	REFLECTIVE SIGN POST WRAP		
	15 Units @ \$ <u>95</u> per Unit		\$ <u>1,425</u>
	<u>ALREADY FINE DOLLARS</u> (Write Unit Price)		
ITEM NO. 32	RESET WATER VALVE BOX		
	17 Units @ \$ <u>45</u> per Unit		\$ <u>765</u>
	<u>EXACTLY FIVE DOLLARS</u> (Write Unit Price)		
ITEM NO. 33	RESET MANHOLE, SANITARY SEWER, USING NEW CASTING		
	9 Units @ \$ <u>570</u> per Unit		\$ <u>5,130</u>
	<u>FIVE HUNDRED SEVENTY DOLLARS</u> (Write Unit Price)		
ITEM NO. 34	3" RIGID METAL CONDUIT		
	352 L.F. @ <u>80</u> per Linear Foot		\$ <u>28,160</u>
	<u>EIGHTY DOLLARS</u> (Write Unit Price)		
ITEM NO. 35	18" X 36" JUNCTION BOX		
	5 Units @ \$ <u>2,200</u> per Unit		\$ <u>11,000</u>
	<u>TWENTY TWO HUNDRED DOLLARS</u> (Write Unit Price)		

SCHEDULE OF PRICES

- ITEM NO. 36 GROUND WIRE, NO. 8 AWG  
 362 L.F. @ 5.10 per Linear Foot \$ 1,846.20  
FIVE DOLLARS & TEN CENTS  
 (Write Unit Price)
- ITEM NO. 37 TRAFFIC SIGNAL CABLE, 5 CONDUCTOR  
 1,721 L.F. @ 5.30 per Linear Foot \$ 9,121.30  
FIVE DOLLARS & THIRTY CENTS  
 (Write Unit Price)
- ITEM NO. 38 TRAFFIC SIGNAL CABLE, 10 CONDUCTOR  
 926 L.F. @ 6.10 per Linear Foot \$ 5,648.60  
SIX DOLLARS & TEN CENTS  
 (Write Unit Price)
- ITEM NO. 39 TRAFFIC SIGNAL BACKPLATE  
 11 Units @ \$ 670 per Unit \$ 7,370  
SIX HUNDRED SEVENTY DOLLARS  
 (Write Unit Price)
- ITEM NO. 40 PUSH BUTTON ASSEMBLIES, TYPE APS  
 4 Units @ \$ 730 per Unit \$ 2,920  
SEVEN HUNDRED THIRTY DOLLARS  
 (Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 41 IMAGE DETECTOR

2 Units @ \$ 6,350 per Unit \$ 12,700

SIXTY THREE HUNDRED FIFTY DOLLARS  
(Write Unit Price)

ITEM NO. 42 APS CONTROL UNIT

1 Unit @ \$ 2,565 per Unit \$ 2,565

TWENTY FIVE HUNDRED SIXTY FIVE DOLLARS  
(Write Unit Price)

ITEM NO. 43 CONTROLLER MODIFICATIONS

1 Unit @ \$ 4,170 per Unit \$ 4,170

FOURTY ONE HUNDRED SEVENTY DOLLARS  
(Write Unit Price)

TOTAL BID PRICE

\$ 455,535.60  
(In figures)

FOUR HUNDRED FIFTY FIVE THOUSAND  
FIVE HUNDRED THIRTY FIVE DOLLARS & SIXTY CENTS

(Price in Words, Dollars and Cents)

**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 : Orchard Holdings, LLC  
Address : 1913 Atlantic Ave, Suite 193, Manasquan, NJ 08736  
Telephone No. : 732-560-8200  
Contact Name : Frederick Kurfels

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.

Form MWB-3 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 / Division of Equal Opportunity  
Division of Equal Opportunity

Project: Mcbinley Square Safety Improvement Project - Phase 2 # T-2014-002

Contractor: Orchard Holdings LLC Bid Amt. \$ 455,535.60

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

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Wom-an	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				
SIGNAGE	\$ 10,000	X		
SUPPLIER	\$ 50,000	X		

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 5% unless specifically agreed to by the Division of Equal Opportunity

CONTINUED ON NEXT PAGE

Form MWB-3 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 / Division of Equal Opportunity  
Division of Equal Opportunity

Project: McGinley Square Safety Improvements # T-2014-002  
Project 2 Phase 2

Contractor: Orchard Holdings, LLC Bid Amt. \$ 455,535.60

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

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Wom-an	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				
SIGNALS	\$ 10,000	X		
SUPPLIER	\$ 50,000	X		

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 5% unless specifically agreed to by the Division of Equal Opportunity

CONTINUED ON NEXT PAGE

MWB3 page 2 - Project McGinley Square Safety Improvements - Phase 2

2. As to subcontracted trades mandated to be included in proposal pursuant to NJSA 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 Business? check appropriate column		
			Min.	Wom.	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX					
SIGNAGE	LC EQUIPMENT	10,000	X		
SUPPLIER	MULTI-FACET	50,000	X		

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

\_\_\_\_\_

Name of Contractor

by: Signature

Type or print name/title: Frederick Kurfels - Managing Member

Tel: No. 732-560-8200 Date: 12/3/14

For City use:

Acceptable M/W business participation levels for this project: \_\_\_\_\_

by \_\_\_\_\_ Date: \_\_\_\_\_

MWB3 page 2 - Project McKinley Square Safety Improvements-Phase 2

2. As to subcontracted trades mandated to be included in proposal pursuant to NJSA 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 Business? check appropriate column		
			Min.	Wom.	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX					
SIGNAGE	LC EQUIPMENT	10,000	X		
SUPPLIER	MULTI-FACET	50,000	X		

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

\_\_\_\_\_

Name of Contractor

by: Signature

Type or print name/title:

Frederick Kurfehs - Managing Member

Tel: No. 732-560-8200

Date: 12/3/14

For City use:

Acceptable M/W business participation levels for this project: \_\_\_\_\_

by \_\_\_\_\_

Date: \_\_\_\_\_

PROJECT: McBinley Square Safety Improvements - Phase II  
 MUNICIPALITY: Jersey City  
 COUNTY: Hudson  
 BIDDER: Orchard Holdings LLC

THE BIDDER HEREBY CERTIFIES TO THE BEST OF HIS KNOWLEDGE AND BELIEF AND UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND THE STATE OF NEW JERSEY,

**I. AFFIRMATIVE ACTION**

THAT AN AFFIRMATIVE ACTION PROGRAM OF EQUAL OPPORTUNITY, IN SUPPORT OF PL 1945, C 169, THE NEW JERSEY "LAW AGAINST DISCRIMINATION" AS SUPPLEMENTED AND AMENDED, AS WELL AS IN ACCORDANCE WITH EXECUTIVE ORDER NO. 11246 PROMULGATED BY THE PRESIDENT OF THE UNITED STATES, SEPTEMBER 24, 1965 AND EXECUTIVE ORDER NO. 11625, PROMULGATED BY THE PRESIDENT OF THE UNITED STATES, OCTOBER 13, 1971, HAS BEEN ADOPTED BY THIS ORGANIZATION TO ENSURE THAT APPLICANTS ARE EMPLOYED, EMPLOYEES ARE TREATED WITHOUT REGARD TO THEIR RACE, CREED, COLOR, NATIONAL ORIGIN, SEX OR AGE, AND THAT THE SELECTION AND UTILIZATION OF CONTRACTORS, SUBCONTRACTORS, CONSULTANTS, MATERIALS SUPPLIERS AND EQUIPMENT LESSORS SHALL BE DONE WITHOUT REGARD TO THEIR RACE, CREED, COLOR, NATIONAL ORIGIN, SEX OR AGE. SAID AFFIRMATIVE ACTION PROGRAM ADDRESSEES BOTH THE INTERNAL RECRUITMENT, EMPLOYMENT AND UTILIZATION OF MINORITIES AND THE EXTERNAL RECRUITMENT POLICY REGARDING MINORITY CONTRACTORS, SUBCONTRACTORS, CONSULTANTS, MATERIALS SUPPLIERS AND EQUIPMENT LESSORS.

**II. THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS**

THAT IF THE BIDDER HAS PARTICIPATED IN A PREVIOUS CONTRACT OR SUBCONTRACT SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE, AS REQUIRED BY EXECUTIVE ORDER 10925, 11114, OR 11246, ALL REPORTS DUE UNDER THE APPLICABLE FILING REQUIREMENTS HAVE BEEN FILED WITH THE JOINT REPORTING COMMITTEE, THE DIRECTOR OF THE OFFICE OF FEDERAL CONTRACT COMPLIANCE, A FEDERAL GOVERNMENT CONTRACTING OR ADMINISTRATING AGENCY, OR THE FORMER PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY.

**NOTE:** THIS SECTION (II) IS REQUIRED BY THE EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS OF THE SECRETARY OF LABOR (41 CFR 60-1.7 (B) (1)) FOR FEDERALLY FUNDED PROJECTS, AND MUST BE CERTIFIED TO BY BIDDERS ONLY IN CONNECTION WITH CONTRACTS AND SUBCONTRACTS WHICH ARE SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE. CONTRACTS AND SUBCONTRACTS WHICH ARE EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE ARE SET FORTH IN 41 CFR 60-1.5. (GENERALLY ONLY CONTRACTS AND SUBCONTRACTS OF \$10,000 OR UNDER ARE EXEMPT).

CURRENTLY, STANDARD FORM 100 (EEO-1) IS FOR FHWA AND FRA FUNDED PROJECTS AND STANDARD FORMS 100 (EEO-1) AND 257 ARE FOR UMTA FUNDED PROJECTS AS REQUIRED BY EXECUTIVE ORDERS OR THEIR IMPLEMENTING REGULATIONS.

CONTRACTORS WHO HAVE PARTICIPATED IN A PREVIOUS CONTRACT OR SUBCONTRACT SUBJECT TO THE EXECUTIVE ORDERS AND HAVE NOT FILED THE REQUIRED REPORTS SHOULD NOTE THAT 41 CFR 60-1.7(B) (1) PREVENTS THE AWARD OF CONTRACTS UNLESS SUCH CONTRACTOR SUBMITS A REPORT COVERING THE DELINQUENT PERIOD OR SUCH OTHER PERIOD SPECIFIED BY THE PARTICIPATING FEDERAL AGENCY OR BY THE DIRECTOR, OFFICE OF FEDERAL CONTRACT COMPLIANCE, U.S. DEPARTMENT OF LABOR.

PROJECT: McGinley Square Safety Improvement - Phase II  
 MUNICIPALITY: Jersey City  
 COUNTY: Hudson  
 BIDDER: Orchard Holdings, LLC

**III. NON-COLLUSION AND WARRANTY CONCERNING SOLICITATION OF THE CONTRACT BY OTHERS**

THAT THIS PROPOSAL HAS BEEN EXECUTED WITH FULL AUTHORITY SO TO DO; THAT SAID BIDDER HAS NOT, DIRECTLY OR INDIRECTLY, ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE, COMPETITIVE BIDDING IN CONNECTION WITH THE ABOVE NAMED PROJECT; AND THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE STATE OF NEW JERSEY RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDING THE CONTRACT FOR THE SAID PROJECT.

THE BIDDER WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE SUCH CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL OR SELLING AGENCIES MAINTAINED BY THE BIDDER. (N.J.S.A. 52:34-15)

**IV. CERTIFICATION FOR FEDERAL AID CONTRACTS**

THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID, BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AND OFFICER OR EMPLOYEE OF ANY FEDERAL AGENCY, A MEMBER OF CONGRESS, AND OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.

THAT IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY FEDERAL AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM - LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, U.S. CODE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.

THE PROSPECTIVE PARTICIPANT ALSO AGREES BY SUBMITTING HIS OR HER BID OR PROPOSAL THAT HE OR SHE SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN ALL LOWER TIER SUBCONTRACTS, WHICH EXCEED \$100,000 AND THAT ALL SUCH SUBRECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

**V. THIS SECTION IS RESERVED**

FEDERAL ATTACHMENT

2

PROJECT: McBinley Square Safety Improvement - Phase II  
 MUNICIPALITY: Jersey City  
 COUNTY: Hudson  
 BIDDER: Orchard Holdings, LLC

**VI. DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION (DBE)**  
**(REQUIRED FOR FHWA LOCAL LEAD PROJECTS)**

THAT HE SHALL MEET THE REQUIREMENTS OF THE DISADVANTAGED BUSINESS ENTERPRISES UTILIZATION ATTACHMENT IN ORDER TO ENSURE THAT DISADVANTAGED BUSINESS ENTERPRISES, AS DEFINED IN THAT ATTACHMENT, HAVE THE MAXIMUM OPPORTUNITY TO COMPETE FOR AND PERFORM SUBCONTRACTS.

**VII. DEBARMENT**  
**(REQUIRED FOR FHWA PROJECTS)**

THAT HE AND HIS PRINCIPALS:

ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;

HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS PROPOSAL BEEN CONVICTED OF OR HAD A CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING, ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE OR LOCAL) TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION; VIOLATION OF FEDERAL OR STATE ANTITRUST STATUTES OR COMMISSION OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OF RECEIVING STOLEN PROPERTY;

ARE NOT PRESENTLY INDICTED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENTAL ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF ANY OF THE OFFENSES ENUMERATED IN THE ABOVE PARAGRAPH OF THIS CERTIFICATION; AND

HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS PROPOSAL HAD ONE OR MORE PUBLIC TRANSACTIONS (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE DEFAULT.

SHALL INSERT FORM FHWA 1273 IN EACH SUBCONTRACT AND SHALL REQUIRE ITS INCLUSION IN ANY LOWER TIER SUBCONTRACT, PURCHASE ORDER, OR TRANSACTION THAT MAY TURN BE MADE.

WHERE THE BIDDER IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, THE BIDDER SHALL EXPLAIN BELOW.

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PROJECT: McBinley Square Safety Improvement - Phase II  
 MUNICIPALITY: Jersey City  
 COUNTY: Hudson  
 BIDDER: Orchard Holdings, LLC

**BIDDERS' SIGNATURE AND NOTIFICATION**

I HAVE FULL AUTHORITY TO EXECUTE THIS PROPOSAL ON BEHALF OF THE BIDDER NAMED ON PAGE ONE OF THIS PROPOSAL. IN EXECUTING THIS PROPOSAL I HEREBY DECLARE THAT THE BIDDER HAS CAREFULLY EXAMINED THE ADVERTISEMENT, STANDARD SPECIFICATIONS, SUPPLEMENTARY SPECIFICATIONS, PLANS, PROPOSAL AND ALL OTHER CONTRACT DOCUMENTS REQUIRED FOR THE CONSTRUCTION OF THE PROJECT NAMED ON PAGE ONE OF THE PROPOSAL.

AN INDIVIDUAL)  
 THE BIDDER IS A PARTNERSHIP) UNDER THE LAWS OF  
 A CORPORATION)

THE STATE OF New Jersey HAVING PRINCIPAL OFFICES  
 AT 1913 Atlantic Ave., Suite 193, Manasquan, NJ 08736

(BIDDER) Orchard Holdings, LLC  
 (SIGNATURE) [Signature]  
 (TITLE) Managing Member

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
4 DAY OF December 19 2014

[Signature]  
 NOTARY PUBLIC OF

MY COMMISSION EXPIRES Sept. 8 2019

DIANE C. MOSS  
 NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires 9/8/2019

AFFIX  
 CORPORATE  
 SEAL  
 HERE

FEDERAL ATTACHMENT

PROJECT: McBinley Square Safety Improvement - Phase II  
 MUNICIPALITY: Jersey City  
 COUNTY: Hudson  
 DATE: 12/4/2014

Orchard Holdings, LLC  
 BIDDER - PRINT NAME

Frederick Kurfels  
 DBE LIAISON OFFICER  
(732) 560-8200  
 TELEPHONE NUMBER

DBE FORM A  
 SCHEDULE OF DBE PARTICIPATION

BID AMOUNT: \$455,535.60

CLASSIFICATION	NAME OF MINORITY CONTRACTOR	ADDRESS	TYPE OF WORK (ELECTRICAL, PAVING, ETC) & CONTRACT ITEMS OR PARTS THEREOF TO BE PERFORMED	PROJECTED COMMENCEMENT & COMPLETION DATE FOR WORK	ACTUAL DOLLAR AMOUNT OF SUB-CONTRACT WORK
S	LC EQUIPMENT	344 RT 49 TUCKAHOE, NJ	SIGNAGE #29031	7/1/15	\$12,105
RD/S	TOTAL ELECTRIC DIST.	388 SOUTH AVE. STATEN ISLAND NJ	ELECTRICAL SUPPLY 34, 36, 37 & 38	3/1/15	\$40,000
RD/S	MULTI FAUCET INC.	1815 GARDEN AVE. CHERRY HILL NJ	ELECTRICAL SUPPLY 39, 40 & 41	7/1/15	\$23,000

- CLASSIFICATION:
- S = SUBCONTRACTOR (100% CREDIT)
  - M = MANUFACTURER (100% CREDIT)
  - RD/S = REGULAR DEALER/SUPPLIER (60% CREDIT)
  - RD/I = REGULAR DEALER/INSTALLER (100% CREDIT)
  - T/H = TRUCKER/HAULER (100% CREDIT)
  - EL = EQUIPMENT LESSOR (100% CREDIT)

FEDERAL ATTACHMENT

NOTES: A REGULAR DEALER/SUPPLIER MUST MAINTAIN INVENTORY AND/OR OWN OR OPERATE DISTRIBUTION EQUIPMENT. PRIME CONTRACTOR WILL NOT RECEIVE CREDIT FOR DBE BROKER PARTICIPATION.

REVISED 10/91

PROJECT: McBinley Square Safety Improvement - Phase II  
MUNICIPALITY: Jersey City  
COUNTY: Hudson  
BIDDER: Orchard Holdings, LLC

FORM B - AFFIDAVIT OF DBE STATUS

STATE OF NJ )  
 ) SS.

COUNTY OF Monmouth ,

I, Frederick Korfehs OF THE CITY OF Manasquan  
IN THE COUNTY OF Monmouth AND THE STATE OF New Jersey

BEING OF FULL AGE AND DULY SWORN TO LAW ON MY OATH DEPOSE AND SAY THAT:

I AM Managing Member OF THE FIRM OF Orchard Holdings, LLC  
HAVING AN ADDRESS OF 1913 Atlantic Ave, Suite 193, Manasquan, NJ  
WHICH FIRM IS AS DEFINED IN SECTION V, PARAGRAPH B. 08736

I FURTHER WARRANT THAT I AM AUTHORIZED BY THE SAID FIRM TO MAKE THIS AFFIDAVIT AND WILL PROVIDE INFORMATION REQUESTED BY THE CONTRACTING AGENCY TO DOCUMENT THE FACT THAT THE SAID FIRM IS AS DEFINED IN SECTION V, PARAGRAPH B.

[Signature]  
(SIGNATURE)

SUBSCRIBED AND SWORN TO BEFORE ME THIS

4 DAY OF December 2014

[Signature]  
DIANE G. MOES  
NOTARY PUBLIC OF NEW JERSEY PUBLIC OF  
My Commission Expires 9/8/2019  
MY COMMISSION EXPIRES Sept. 8 2019  
FEDERAL ATTACHMENT

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

City Clerk File No. Res. 15.059

Agenda No. 10.Z

Approved: JAN 28 2015

TITLE:



**RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH DUNCAN HARDWARE FOR THE SUPPLY AND DELIVERY OF SMALL TOOLS AND HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 14-022, approved on January 15, 2014, awarded a one-year contract in the amount of \$164,341.02 to Duncan Hardware for small tools and hardware supplies for the City of Jersey City (City), Department of Public Works / Division of Park Maintenance; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contract for two additional one-year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

**WHEREAS**, the contractor has been performing the services in an effective and efficient manner; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of **January 15, 2015 and ending on January 14, 2016**; and

**WHEREAS**, the total cost of the contract renewal is **\$165,820.08**; and

**WHEREAS**, funds in the amount of \$10,000.00 are available in **Park Maintenance Operating Account No. 15-01-201-28-375-210**.

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Duncan Hardware for small tools and hardware supplies for the Department of Public Works/Division of Park Maintenance;
- 2) The renewal contract is for a one-year period effective as of January 15, 2015, and the total cost of the contract shall not exceed **\$165,820.08**;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2015 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 calendar year permanent budget; and
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH DUNCAN HARDWARE FOR THE SUPPLY AND DELIVERY OF SMALL TOOLS AND HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF PARK MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Park Maintenance Operating Account No. 15-01-201-28-375-210 for payment of the above resolution.

Requisition # 1068598

Purchase Order # 115799

Temp.Encumbrancy \$10,000.00

MR/sb  
December 24, 2014

APPROVED: Mark Redfield APPROVED AS TO LEGAL FORM  
*Mark Redfield, Director, Department of Public Works*

APPROVED: Asst Business Administrator CORPORATION COUNSEL  
*Asst*

Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>1 28 15</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH DUNCAN HARDWARE FOR THE SUPPLY AND DELIVERY OF SMALL TOOLS AND HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF PARK MAINTENANCE.**

**Project Manager**

Department/Division	DPW	Park Maintenance
Name/Title	Cleveland Snow	Director
Phone/email	201-547-4495	csnow@icnj.org

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

**Contract Purpose**

- ✦ For small tools and hardware supplies. These supplies are needed to maintain City parks and facilities.
- ✦ For 111 different kind of hardware supplies (see attached for a complete listing).
- ✦ Some of the supplies are high speed blades, calcium chloride pellets, green machine trimmers, binding chains, chain saws, backpack blowers, encore gear driven mowers, etc.
- ✦ During the contract term, the City is only obligated to order the minimum quantity. If the maximum quantity is ordered by the City during the contract term, then the total cost of the contract would be \$165,820.08. The resolution encumbered \$10,000.00 temporary. As the year progresses, if the City needs more than \$10,000.00 worth of hardware supplies, additional funds are encumbered under the authority of the contract award resolution.
- ✦ Exercising first option to renew contract for a one (1) year period effective as of 01/15/15.
- ✦ Total renewal amount is \$165,820.08.

**Cost (Identify all sources and amounts)**

**Contract term (include all proposed renewals)**

01-201-28-375-210 (Operating Account)  
 Contract Amount = \$165,820.08  
 Temp. Encumbrancy = \$10,000.00

Exercising first of two (2) options to renew for an additional one (1) year term.  
 01/15/15 to 01/14/16

**Type of award** Public Bid – Contract Renewal

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

**Additional Information**

- ✦ Original contract amount = \$164,341.02, reso # 14-022, approved 01/15/14.
- ✦ The renewal contract price was based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed.
- ✦ The CPI for the twelve (12) month was 0.09% which equates to \$1,479.06 as the CPI increase to the contract. ( $\$164,341.02 + \$1,479.06 = \$165,820.08$ ).

**certify that all the facts presented herein are accurate.**

*Mark Redford*  
Signature of Department Director

*1/6/15*  
Date

Signature of Purchasing Director

Date

BID PROPOSAL/DOCUMENTS

SMALL TOOLS AND HARDWARE SUPPLIES FOR THE DIVISION OF PARK MAINTENANCE

This contract will be awarded as an open-end contract. The minimum and the maximum number of quantities for each item or as stated below. Vendor will bid on the maximum number quantity.

Item #	Quantity	DESCRIPTION	Unit Amount	Extended Amount
1.	0-12 Each.	DIE - CUT High Speed Blades <i>DRY CUT</i> FELKER # DCH -350-S-582213 or Approved Equal <i>- ASPHALT CUTTING BLADE -</i>	\$ 332 <sup>00</sup>	\$ 3984 <sup>00</sup>
2.	0-64 Doz	LEATHER PALM GLOVES- Gauntlet pattern -size SEAL GLOVES# S29GKE or Approved Equal	\$ 29 <sup>50</sup>	\$ 1888 <sup>00</sup>
3.	0-48 Each	AMERICAN PAD LOCKS KEYED ALIKE # H-11 or approved equal (key # to be furnished)	\$ 18 <sup>80</sup>	\$ 902 <sup>40</sup>
4.	0-36 Each	AMERICAN PADLOCKS-Keyed differently # H 11 or approved equal. Key #188	\$ 18 <sup>40</sup>	\$ 662 <sup>40</sup>
5.	0-150 Each	100 LB. DRUM CALCIUM CHLORIDE PELLETS, 97 % CALCIUM CHLORIDE -WILL ACCEPT NO SUBSTITUTIONS.	\$ 38 <sup>00</sup>	\$ 5700 <sup>00</sup>
6.	0-6 Cases	STIHL 2 CYCLE OIL MIX PINTS 48 PER CAS OR APPROVED EQUAL	\$ 74 <sup>00</sup>	\$ 444 <sup>00</sup>
7.	0-6 Cases	HOMELITE BAR & CHAIN OIL MIX Qts 12 per/case or approved equal	\$ 45 <sup>00</sup>	\$ 270 <sup>00</sup>
8.	0-24 Each	RUBBER MAID BIG WHEEL TIL T'NROLL CART W/LID,50 GAL. SIZE, W/8 RUBBER WHEELS # 3559 or approved equal.	\$ 78 <sup>40</sup>	\$ 1883 <sup>52</sup>
9.	0-6 Cases	DISPOSABLE FACE MASKS 600/CS, 3M # 8500 or approved equal	\$ 56 <sup>00</sup>	\$ 336 <sup>00</sup>
10.	0-12 Each	SAFETY CANS poly-type # 1 EAGLE #1543, Color- red,5-gal or approved equal	\$ 28 <sup>00</sup>	\$ 336 <sup>00</sup>
11.	0-12 Each	GREEN MACHINE TRIMMERS MODEL #4000J QUAD BLADE AND J-bar handle -40.5 gas 40.6cc <i>ITEM DISCONTINUED sub: RED MAX: Bcz 400SW</i> <i>GREEN - AS previously supplied</i>	\$ 460 <sup>00</sup>	\$ 5520 <sup>00</sup>

*ITEM DISCONTINUED sub: RED MAX: Bcz 400SW*  
*GREEN - AS previously supplied*  
*MACHINE (out of business)*

**SMALL TOOLS AND HARDWARE SUPPLIES**

12	0-12 EACH	GREEN MACHINE HEDGE TRIMMERS, MODEL # 2600h, 30" SINGLE SIDED DLB <del>DISCONTINUED / NEO MACHINERY 2460</del> (As Supplied before)	\$ 402 <sup>00</sup>	\$ 4824 <sup>00</sup>
13.	0-24 BUNDLES	PROFESSIONAL OAK WOODEN TREE STAKES, 8FT. # 2-629 -12 PER BUNDLE OR APPROVED EQUAL.	\$ 72 <sup>00</sup>	\$ 1728 <sup>00</sup>
14.	0-3 EACH	INDUSTRIAL 160 PR. TOOL SET # SK 3 86031-1 OR APPROVED EQUAL	\$ 640 <sup>00</sup>	\$ 1920 <sup>00</sup>
15.	0-3 CASES	HEAVY DUTY MASONRY TWINE, 24 ROLLS PER CASE, 50" LENGTH OR APPROVED EQUAL.	\$ 40 <sup>00</sup>	\$ 120 <sup>00</sup>
16.	0-4 CASES	TREE PAINT, SNAP CUT # 790105, AEROSOL CANS OR APPROVED EQUAL	\$ 48 <sup>00</sup>	\$ 192 <sup>00</sup>
17.	0-24 ROLLS	TREE TIES, 1/2 INCH X 100 FT. LONG OR APPROVED EQUAL	\$ 23 <sup>00</sup>	\$ 552 <sup>00</sup>
18.	0-3 EACH	HEAVY DUTY S-HOOKS LINK MASTER-H.K. PORTER # 0390 MLN OR APPROVED EQUAL	\$ 136 <sup>00</sup>	\$ 408 <sup>00</sup>
19.	0-2 EACH	CENTER CUT BOLT CUTTERS, H.K. PORTER # 0390MC OR APPROVED EQUAL	\$ 125 <sup>00</sup>	\$ 250 <sup>00</sup>
20.	0-6 EACH	STRIPE MARKER (Superstriper) w/windscreen & STRIPER MFD by Fox Valley or approved equal	\$ 69 <sup>00</sup>	\$ 414 <sup>00</sup>
21.	0-6 EACH	COMPRESSION STRAYERS, GALVANIZED, TANK SIZE-3 GAL. ROOT LOWELL, # 1997 or approved equal	\$ 26 <sup>50</sup>	\$ 159 <sup>00</sup>
22.	0-2 ROLLS	1/2 " X 600' safety climbing rope or approved equal	\$ 470 <sup>00</sup>	\$ 940 <sup>00</sup>
23.	0-3 SETS	ALLEN WRENCH SETS -9 SQUARE DRIVE SOCKET BITS HOLO- KROMEL # 870 or approved equal	\$ 29 <sup>00</sup>	\$ 87 <sup>00</sup>
24.	0-3 SETS	ARMSTRONG MECHANIC WRENCH SET # 25-643 W/ vinyl roll 14 pc size 3/8" to 1 1/8", 12 pt long pattern or approval equal	\$ 149 <sup>00</sup>	\$ 447 <sup>00</sup>
25.	0-6 EACH	AMERICAN TOOL VISE GRIP #10-CR Locking Pliers, curved jaws 10" length- 1 7/8" Adj. Jaw or Approved equal	\$ 9.80	\$ 58.80

**SMALL TOOLS AND HARDWARE SUPPLIES**

26.	0-6 EACH	PROFESSIONAL POWER LOCK RULER-1 "WIDE BLADE -30" LENGTH, STANLEY # 33-430 or approved equal	\$ 11.40	\$ 68.40
27.	0-6 EACH	HI-VIZ LINER FIBER GLASS MEASURING TAPE-100" X 1/2" #706D or approved equal	\$ 12.80	\$ 76.80
28.	0-12 EACH	PROFESSIONAL WOOD HANDLE HAMMER-16" HANDLE LENGTH, STANLEY # 51-355-Ripping-CLAW or approval equal	\$ 8.80	\$ 105.60
29.	0-12 EACH	UTILITY KNIVES -W/6" LENGTH HANDLE-STANLEY # 10-099-99 OR APPROVAL EQUAL	\$ 3.40	\$ 40.80
30.	0-4 EACH	ARROW OUTWARD CLINCH STAPLE GUN # T-500C-85 STAPLES ON .050" wire or approved equal.	\$ 19.50	\$ 78.00
31.	0-1	1/4 MAGNUM DRILL w/reversing trigger control -0-2000 rpm speed 5.5 amp motor -MLK WAUKEE #0124-1 or approved equal	\$	\$ 180.00
32.	0-1	1/2 MAGNUM DRILL W/Power Tight keyless chuck and reversing trigger control- 0-850 rpm speed, 5.5 amp motor-MILWAUKEE # 0235-1 OR APPROVED EQUAL	\$	\$ 180.00
32A.	0-1	3/8 MAGNUM DRILL w/power tight keyless chuck & reversing trigger control 0-1200 rpm speed, 5.5 amp motor-MILWAUKEE 30225-1 or approved equal.	\$	\$ 160.00
33.	0-2 SET	MILWAUKEE 29 PIECE DRILL SET- HIGH SPEED STEEL SIZES 1/16" TO 1/2" X64 THS #48-89-0010 OR APPROVED EQUAL	\$ 36.00	\$ 72.00
34.	0-1	ALUMINUM EXTENSION LADDER -2 section WERNER SERIES D 1100- # D1124-2x-3FT. OVERLAP-24" LENGTH or approved equal	\$	\$ 169.00
35.	0-3 EACH	GOSPORT POLY TARPS SIZE-12'X16' COLOR-BLUE 8/10 mil thickness- rustproof grommets every 3 feet or approval equal	\$ 7.20	\$ 21.60
35A.	0-3 EACH	GOSPORT POLY TARPS -SIZE 20 ftx 30 ft color -blue 8/10 mil thickness-rustproof grommets every 3 ft. or Approved Equal	\$ 18.00	\$ 54.00
35B.	0-3 EACH	GOSPORT POLY TARPS -Size 10ftx12ft, blue, 8/10 mil thickness w rustproof grommets every 3 ft or approval equal	\$ 4.40	\$ 13.20

**SMALL TOOLS AND HARDWARE SUPPLIES**

35C.	0-3 EACH	GOSPORT POLY TARPS SIZE 40'x60', blue, 8/10 mil thickness w/ rustproof grommets every 3 ft or APPROVED EQUAL	\$ 68 <sup>00</sup>	\$ 204 <sup>00</sup>
36.	0-2 CASES	MOLDED RUBBER STRAPS - 45 " LENGTH - KEEPER #06245 OR APPROVED EQUAL	\$ 61 <sup>00</sup>	\$ 132 <sup>00</sup>
37	0-36 EACH	GILMORE HEAVY DUTY RUBBER HOSES, 50'X3/4 " # 16-34050 -3/4 inch ID or approved equal	\$ 33 <sup>00</sup>	\$ 1188 <sup>00</sup>
38.	0-36 EACH	HOSE NOZZLES - HEAVY DUTY-SHERMAN # LN 528C-solid metal w/ rust proof brass valve/plastic casting or approved equal	\$ 3 <sup>50</sup>	\$ 126 <sup>00</sup>
39.	0-2 EACH	PISTOL GRIP GREASE GUN-Lowell #1133 or approved equal	\$ 11.80	\$ 23.60
40	0-6 EACH	Compact Knives 2 5/8" blade length, KLEIN # 44034 or approved Equal	\$ 43.40	\$ 260.40
41.	0-1	REVERSIBLE IMPACT WRENCH 3/4" BOLT CAP.-Chicago Pneumatic # CP 6060 OR approved equal	\$	\$ 1029 <sup>00</sup>
42.	0-1 CASE	PLEWS PLASTIC FUNNELS # 75-062, 1 pint capacity/20 per case or approved equal	\$	\$ 28 <sup>00</sup>
43.	0-6 EACH	metal type 1 safety cans -2 gallon, EAGLE# UI-20-S or approved equal	\$ 32 <sup>00</sup>	\$ 192 <sup>00</sup>
44.	0-12 EACH	REFLECTIVE CONE COLLARS SERVICE AND MATERIALS #101355 or approval equal	\$ 9.80	\$ 117.60
45.	0-24 EACH	SAFETY TAPE SERIES - "CAUTION" UNITED # UT-600, 100FT. LENGTH OR approval equal	\$ 6.40	\$ 153.60
46.	0-12 EACH	keyed deadbolt locks, SCHLAGE # B460 CV 626-Satin Chrome finish or approved equal	\$ 27 <sup>00</sup>	\$ 324 <sup>00</sup>
47.	0-12 EACH	KEYED STORAGE LOCKS # SCHLAGE # A80csv-0RB-626-SATIN CHROME FINISH or approved equal	\$ 72 <sup>00</sup>	\$ 864 <sup>00</sup>
48.	0-24 EACH	SAFETY HASPS, SIZE 4 1/2 "NATIONAL #V-30 V PAC or approved equal	\$ 2.80	\$ 67.20
48A.	0-24 EACH	SAFETY HASPS, SIZE 6" NATIONAL #VPAC or approved equal	\$ 3.77	\$ 90.48
48B.	0-24 EACH	SAFETY HASPS, SIZE 7" NATIONAL or approved equal	\$ 9.90	\$ 237.60

**SMALL TOOLS AND HARDWARE SUPPLIES**

48C.	0-24 EACH	SAFETY HASPS, SIZE 3/4" NATIONAL V-30 V-PAC or approved equal	\$ 1.60	\$ 38.40
49.	0-24 EACH	INDUSTRIAL GRADE PADLOCK MASTER LOCK # 9411-D2 1/8" STEEL CASE or approved equal	\$ 14.80	\$ 355.20
50.	0-24 EACH	STANLEY # 850 EXTRA HEAVY WROUGHT FULL SURFACE STEEL HINGES, 3"x3" or approved equal	\$ 4.75	\$ 114.00
51.	0-24 EACH	HEAVY DUTY HAND TRUCK-HARPER SERIES, 30-# 3017-Continuous handle 600lb capacity OR APPROVED EQUAL	\$ 56.00	\$ 1344.00
52.	0-2 EACH	JET P.T. SERIES-HYDRAULIC HAND PALLET TRUCK # PT 2742A-5000LB. Cap. Return D handle touch control neutral level or approved equal	\$ 425.00	\$ 850.00
53.	0-6 EACH	WHEELS-SEMI PNEUMATIC WESCO # 052862-10" DIAMETER WITH 2.75" WIDTH- BALL BEARING or approved equal	\$ 27.00	\$ 162.00
54.	0-12 EACH	LOADER HUGGER, 2" TYPE B NYLON LIFT ALL SERIER 10, 000 # 61002-30FT. WEB or approved equal	\$ 23.00	\$ 276.00
55.	0-24 ROLL	DUCT TAPE-WATERPROOF POLY UNITED #UT-100 INDUSTRIAL grade or approved equal.	\$ 4.40	\$ 105.60
56.	0-24 EACH	BIG ORANGE DROP FORGED WIRE ROPE CLIPS SIZE 1/8" FFC-450 type 1 CM# M244 OR APPROVED EQUAL	\$ .75	\$ 18.00
56A.	0-24 EACH	BIG ORANGE DROP FORGED WIRED ROPE CLIPS SIZE -1/4" CM# M246-450 TYPE 1 or approved equal	\$ .76	\$ 18.24
56B.	0-24 EACH	BIG ORANGE DROP FORGED WIRE ROPE CLIPS, SIZE 5/8 "FFC 450 TYPE 1-CM# M251 or approved equal	\$ .95	\$ 22.80
56C.	0-24 EACH	BIG ORANGE DROP FORGED WIRE ROPE CLIPS-SIZE 3/4" TYPE 1- CM#M252 FFC-450 or approved equal	\$ 1.50	\$ 36.00
56D.	0-24 EACH	EACH ORANGE DROP FORGED WIRE ROPE CLIP -SIZE 1" FFC-450 TYPE 1-CM # 245 or approved equal	\$ 2.40	\$ 57.60
57.	0-1 CARTON	HITCH PIN CLIPS-CAMPBELL # 389-9609-1 5/8" QA size or approved equal.	\$	\$ 11.00

**SMALL TOOLS AND HARDWARE SUPPLIES**

57A.	0-1 CARTON	HITCH PIN CLIPS-CAMPBELL #389-9618-3/4" QA size or approved equal	\$	\$ 8 80
57B.	0-1 CARTON	HITCH PIN CLIPS-CAMPBELL # 389-9642 -3/4" QA size or approved equal	\$	\$ 9 70
57C.	0-1 CARTON	HITCH PIN CLIPS-CAMPBELL# 389-9654-3/16"QA size or approved equal	\$	\$ 8 60
57D.	0-1 CARTON	HITCH PIN CLIP-CAMPBELL # 389-9666-2 9/16" QA size or approved eq.	\$	\$ 11 80
57E.	0-1 CARTON	HITCH PIN CLIPS-CAMPBELL # 389-9678-4" QA size or approved equal	\$	\$ 12 00
58.	0-24 EACH	ELECTRICAL OUTDOOR EXTENSION CORD - HEAVY DUTY 100FT. LENGTH, PACIFIC # C2316-100 GR-3 CONDUCTOR or approved equal	\$ 23 00	\$ 552 00
59.	0-12 EACH	STANDARD FLASHING LIGHTS -6 Cell MAG-LITE # S6C016 or approved equal	\$ 24 50	\$ 294 00
60.	0-6 EACH	SAFETY APPROVED LANTERN-6 VOLT BRIGHT-STAR # 2206 OR APPROVED EQUAL	\$ 12 60	\$ 75 60
61.	0-3 EACH	KLEIN TREE TRIMMER BELTS, #87293, LARGE, OR APPROVED EQUAL	\$ 160 00	\$ 480 00
62.	0-12	GRAND 70 -BINDING CHAIN 1/4-CM# 678522-400ft. Or Approved Equal	\$ 496 00	\$ 5952 00
62A.	0-12	GRAND 70- BINDING CHAIN 5/16-CM#678522-275 FT. Or Approved Equal.	\$ 429 00	\$ 5148 00
62B.	0-12	GRAND 70-BINDING CHAIN 3/8-CM#678523-200FT OR APPROVED EQUAL	\$ 415 00	\$ 4980 00
62C.	0-12	GRADE 70 BINDING CHAIN 1/2 -CM# 678525-200FT OR APPROVED EQUAL	\$ 745 00	\$ 8940 00
63.	0-1 BOX	OPEN ROUND EYE SNAPS, 1/4"X2 5/8 LENGTH -HOLDFAST (COVER) # 7601401 OR APPROVED EQUAL	\$	\$ 27 00
63A.	0-1 BOX	OPEN ROUND EYE SNAPS 3/8 X 3 5/15 HOLDFAST (COVERT)# 760-4211 OR APPROVED EQUAL 10 PER BOX	\$	\$ 28 00
63B.	0-1BOX	OPEN ROUND EYE SNAPS 3/8 X 3 1/2 HOLDFAST (COVERT) #760-1421 OR APPROVED EQUAL.10 PER BOX	\$	\$ 32 00

**SMALL TOOLS AND HARDWARE SUPPLIES**

63C.	0-1 BOX	OPEN ROUND EYE SNAPS ½ X 4 1/8" HOLDFAST (COVERT)# 760-1431OR APPROVED EQUAL	\$	\$ 29 <sup>00</sup>
63D.	0-1 BOX	OPEN ROUND EYE SNAPS- ½ X 4 1/8 "HOLDFAST (COVERT) # 760 -144 OR APPROVED EQUAL/10 PER BOX .	\$	\$ 33 <sup>00</sup>
63E.	0-1 BOX	OPEN ROUND EYE SNAP ½ X 5 1/8" Length - HOLDFAST (COVERT) #760-1441 OR APPROVED EQUAL . 10 PER COX	\$	\$ 33 <sup>50</sup>
63F.	0-1 BOX	OPEN ROUND EYE SNAP 1 5/8X 5 7/8"LENGTH-HOLDFAST (COVERT) #760-1461 or approved equal. 10 per box	\$	\$ 39 <sup>00</sup>
63G.	0-1BOX	OPEN ROUND EYE SNAPS 3/4 X6 1/4 " Length Hold fast (Covert) # 760-1471	\$	\$ 40 <sup>00</sup>
64.	0-1 PACK	PLAIN HEAD CABLE TIES-IDEAL # 15 -809 NATURAL OR APPROVED EQUAL. 1,000 PER PACK	\$	\$ 23 <sup>00</sup>
64A,	0-1 PACK	PLAIN HEAD CABLE TIES -IDEAL #15-849 STD NATURAL OR APPROVED EQUAL - 1,000 PER PACK	\$	\$ 39 <sup>00</sup>
64B.	0-1 PACK	PLAIN HEAD CABLE TIES-IDEAL #15-829-5.5I-NATURAL or APPROVED EQUAL - 1,000 PER PACK	\$	\$ 31 <sup>00</sup>
64C.	0-1 PACK	PLAIN HEAD CABLE TIES -IDEAL # 15-659-11"-L. NATURAL OR APPROVED EQUAL	\$	\$ 23 <sup>50</sup>
65.	0-12 EACH	CHAIN SAW-12"-16"BAR SIZE CS-3400, TOP HANDLE SAW 33.4 CC ENGINE ECHO, # CS-3400 OR APPROVED EQUAL.	\$	\$ 191 <sup>00</sup> 2292 <sup>00</sup>
66.	0-12 EACH	BACKPACK BLOWER-30 CC ENGINE, LIGHTWEIGHT,250 MPH AIR VELOCITY/590 <del>RED MAX; EB25150 SOLL</del> (AS PREVIOUSLY SUPPLIED)	\$	\$ 356 <sup>00</sup> 4272 <sup>00</sup>
67.	0-4 EACH	ENCORE GEAR DRIVEN MOWER, 48 INCH, 14 H.P., KAWASAKI ENGINE,4.25 GAL FUEL CAPACITY, # 48K200 OR APPROVED EQUAL	\$	\$ 3180 <sup>00</sup> 12,720 <sup>00</sup>
68.	0-1	ENCORE POWER THATCH, #25T100, #11 GA., 20" OPERATING WIDTH OR APPROVED EQUAL	\$	\$ 1280 <sup>00</sup>
69.	0-2EACH	HONDA GENERATOR # EZ4500S SUPER QUIET, WITH 4500 WATT MAX. OUTPUT, ELECTRIC	\$	\$ 1980 <sup>00</sup> 3960 <sup>00</sup>

**SMALL TOOLS AND HARDWARE SUPPLIES**

70.	0-12 EACH	"UNION : WOOD CHIPPERS #AX -30-327 OR APPROVED EQUAL	\$ 1720	\$ 20640
71.	0-3 DOZEN	"Union garden Pick Mattock # 30-805 or approved equal.	\$ 19700	\$ 59100
72.	0-24 DOZEN	"UNION "BROOMS, 16 INCH, # 77408 OR APPROVED EQUAL.	\$ 2200	\$ 28800
73.	0-24 DOZEN	"Union" BROOMS, 24 INCH #77-400 OR APPROVED EQUAL.	\$ 13200	\$ 316800
74.	0-4 DOZEN	"UNION " Weed Cutter #62-105 OR APPROVED EQUAL	\$ 15800	\$ 63200
75.	0-24 EACH	"Union" Bow 10Saw # 62 -919 OR APPROVED EQUAL Tls 156321	\$ 5.90	\$ 141.60
76.	0-24 EACH	"UNION " BOW SAW #62-919 OR APPROVED EQUAL.	\$ 5.90	\$ 141.60
77.	0-24 EACH	"UNION " PRUNING SAW, # 62-922 OR APPROVED EQUAL	\$ 7.97	\$ 191.28
78.	0-12 EACH	'UNION' WHEELBARROW #77-283 OR APPROVED EQUAL	\$ 6200	\$ 74400
79.	0-10 DOZEN	'UNION' CORN BROOMS OR APPROVED EQUAL	\$ 65.00	\$ 65040
80.	0-14 DOZEN	'UNION' SCOOP SHOVELS #79-805 or APPROVED EQUAL	\$ 17900	\$ 250600
81.	0-1 DOZEN	'UNION' AX HANDLES. #90-039 or APPROVED EQUAL	\$	\$ 9000
82.	0-6 EACH	'UNION' POST HOLE DIGGERS, #78-101 OR APPROVED EQUAL	\$ 2500	\$ 15000
83.	0-24 DOZEN	'UNION' BOLT THRU LAWN RAKE #64-582 OR APPROVED EQUAL	\$ 10200	\$ 244800
84.	0-10 DOZEN	'UNION' I- BEAM POINT SHOVEL, # 45-870 OR APPROVED EQUAL	\$ 16100	\$ 161000
85.	0-14 DOZEN	'UNION' DURA-TORQUE POINT SHOVEL, #45-870 OR APPROVED EQUAL	\$ 16100	\$ 225400
86.	0-6 DOZEN	'UNION " GARDEN NURSERY SPADE, #46-168 OR APPROVED EQUAL	\$ 17800	\$ 106800
87.	0-24 EACH	'UNION' TAMPLING BAR, # 30-614 or APPROVED EQUAL	\$ 2300	\$ 55200

**SMALL TOOLS AND HARDWARE SUPPLIES**

88.	0-10 DOZEN	"UNION" BOW HEAD RAKE, #63-10 APPROVED EQUAL	\$ 97 <sup>50</sup>	\$ 975 <sup>00</sup>
89.	0-6 DOZEN	"UNION" LEVEL HEAD RAKE, #63-110 OR APPROVED EQUAL	\$ 174 <sup>00</sup>	\$ 1044 <sup>00</sup>
90.	0-3 DOZEN	"UNION" GARDEN HOE, # 66-105 OR APPROVED EQUAL	\$ 180 <sup>00</sup>	\$ 540 <sup>00</sup>
91.	0-6 DOZEN	"Union" SCRAPERS, #81-102 OR APPROVED EQUAL	\$ 225 <sup>00</sup>	\$ 1350 <sup>00</sup>
92.	0-3 DOZEN	"UNION" HEDGER SHEARS, #62-420 OR APPROVED EQUAL	\$ 179 <sup>00</sup>	\$ 537 <sup>00</sup>
93.	0-3 DOZEN	"UNION HEDGE PRUNERS, #62-430 or APPROVED EQUAL	\$ 159 <sup>00</sup>	\$ 477 <sup>00</sup>
94.	0-12 DOZEN	"UNION" STEEL BRACED BARN PUSHER, #79-847 OR APPROVED EQUAL	\$ 219 <sup>00</sup>	\$ 2628 <sup>00</sup>
95.	0-48 DOZEN	"UNION" BROOM 6 SCREW HANDLES WITH METAL TIPS # 84-007 OR APPROVED EQUAL	\$ 28 <sup>40</sup>	\$ 1363 <sup>20</sup>
96.	0-12 EACH	"UNION" corn knife, 15 inch, #62-653 OR APPROVED EQUAL	\$ 11 <sup>80</sup>	\$ 141 <sup>60</sup>
97.	0-3 DOZEN	"UNION" 4 PRONG CULTIVATOR, #68-120 OR APPROVED EQUAL	\$ 155 <sup>00</sup>	\$ 465 <sup>00</sup>
98.	0-5 DOZEN	SELLSTROM SEBRING # 400 EYE WARE OR APPROVED EQUAL	\$ 40 <sup>00</sup>	\$ 200 <sup>00</sup>
99.	0-6 EACH	PPT2400 ECHO Commercial Duty ECHO 23.6CC DUAL Ring Piston Engine. Provides Up To 20 % more power. Power pruners	\$ 462 <sup>00</sup>	\$ 2772 <sup>00</sup>
100.	0-24 EACH	ECHO BRUSH CUTTER SYSTEM WITH STEEL MESH VISOR AND EARMUFFS, Part # 103942230	\$ 33 <sup>00</sup>	\$ 792 <sup>00</sup>
101.	0-2 EACH	ECHO HPP1900 POWER WASHER. (Produces 1,300 psi at 1.85 G.P.M with optional part #999448- 00170) or APPROVED EQUAL	\$ 590 <sup>00</sup>	\$ 1180 <sup>00</sup>
102.	0-1 DOZEN	CORONA, 20" BOW SAW, # BS -4010 OR APPROVED EQUAL	\$	\$ 55 <sup>00</sup>

**SMALL TOOLS AND HARDWARE SUPPLIES**

103.	0-2 DOZEN	CORONA, PROFESSIONAL BY PASS PRUNER, # BP6250, OR APPROVED EQUAL	\$ 265 <sup>00</sup>	\$ 530 <sup>00</sup>
104.	0-2 DOZEN	CORONA, PROFESSIONAL SUPER-DUTY BYPASS LOPPER, WL6490 OR APPROVED EQUAL	\$ 280 <sup>00</sup>	\$ 560 <sup>00</sup>
105.	0-2 DOZEN	CORONA, PROFESSIONAL LONG HANDLES HEDGE SHEAR, #HS6930 OR APPROVED EQUAL	\$ 238 <sup>00</sup>	\$ 476 <sup>00</sup>
106.	0-12 EACH	CORONA, PROFESSIONAL 13FT ARBORIST TREE PRUNING SYSTEM, # TP6880 OR APPROVED EQUAL	\$ 69 <sup>00</sup>	\$ 828 <sup>00</sup>
107.	0-12 EACH	RED MAX PRO SERIES CHAIN SAWS G310TS	\$ 240 <sup>00</sup>	\$ 2880 <sup>00</sup>
108.	0-12 EACH	RED MAX PRO SERIES BLOWER, EPA CERTIFIED, EB6200	\$ 380 <sup>00</sup>	\$ 4560 <sup>00</sup>
109.	0-12 EACH	RED MAX PRO SERIES WEED WACKER, EPA CERTIFIED BC34406	\$ 401 <sup>00</sup>	\$ 4812 <sup>00</sup>
110.	0-3 DOZEN	70-219 FORGER SOUTHERN MEADOW BEVELED BLADE, 7"X3 1/2"	\$ 93 <sup>00</sup>	\$ 279 <sup>00</sup>
111.	0-400 CASES	FOX VALLEY FIELD MARKING PAINT	\$ 34.88	\$ 13952 <sup>00</sup>

**NOTE: This contract will be awarded as an open - end contract. The minimum and maximum number of quantities for each item or as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract term until the maximum quantity is reached.**

**BID PROPOSAL/DOCUMENTS**

**GRAND TOTAL ITEMS 1 THROUGH 111**

The City will use the grand total price calculated by using the maximum quantities stated for items 1 through 111. The Supplier shall be paid based on minimum and maximum quantities used, however, it shall not exceed the maximum quantity without prior issuance of a change order

**INCLUSIVE**

ONE HUNDRED SIXTY FOUR THOUSAND THREE HUNDRED FORTY ONE AND TWO CENTS

In Writing)

\$ 164,341.02

(In Figures)

This contract will be awarded based upon the grand total price for items 1 through 111. If the Grand total Price is found to have been incorrectly computed, change will be made in any and all unit prices so as to attain conformity with the Grand Total Price before award is made.

Pursuant to N.J.S.A. 40A: 11-15, the City shall have the option to renew the contract for up to two additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. Any price change included as part of a renewal shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the twelve months preceding the most recent quarterly calculation available at the time the contract is renewed. Index rate means the rate of annual percentage increase, rounded to the nearest half- percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305  
P: 201 547 4400 | F: 201 547 4803



MARK REDFIELD  
ACTING DIRECTOR

**MEMORANDUM**

**Date:** January 5, 2015

**To:** Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council

**From:** Silendra Baijnauth, Fiscal Officer 

**Subject:** 2015 Budget Memo (Contract Renewal - Small Tools and Hardware Supplies)

There exists a need for small tools and hardware supplies to maintain City parks and facilities. Resolution No. 14-022, approved on January 15, 2014, awarded a one-year contract in the amount of \$164,341.02 to Duncan Hardware for small tools and hardware supplies for the City of Jersey City (City), Department of Public Works / Division of Park Maintenance. The bid specifications provided the City with the option to renew the contract for two additional one-year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics.

The contractor has been performing the services in an effective and efficient manner. The City desires to exercise the first option and renew the contract for an additional one-year period effective as of January 15, 2015 and ending on January 14, 2016. The total cost of the contract renewal is \$165,820.08. Funds in the amount of \$10,000.00 are available in Park Maintenance Operating Account No. 15-01-201-28-375-210. The key point is that the City is making a contract based on the lowest unit cost for an item. The bid specification is an open – end contract. It indicated a minimum and maximum number of items. If the maximum quantity is ordered by the City during the contract term, then the total cost of the contract would be \$165,820.08. The resolution is encumbering \$10,000.00 for now. As the year progresses, and if the City needs more than \$10,000.00 worth of small tools and hardware supplies, additional funds are then encumbered through a change order under the authority of the contract award resolution. There are 111 items on this specification (see attached list).

## **CONTRACT FUNDING (2015)**

### **Small Tools and Hardware Supplies**

- ❖ Expenditure is drawn down from Park Maintenance operating account, 01-201-28-375-210.
- ❖ Contract is utilizing object # 210.
- ❖ Line object 210 is budgeted for \$140,000.00 in CY 2015.
- ❖ As of today (01/05/15), \$ 0.00 has been spent in line object 210.
- ❖ To date, \$0.00 has been encumbered in object 210 for CY 15.
- ❖ In CY 14, \$132,836.65 has been encumbered and spent.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact my office.

Thank you for your cooperation.

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

City Clerk File No. Res. 14.022

Agenda No. 10.R

Approved: JAN 15 2014



TITLE:

**RESOLUTION AWARDING AN OPEN-END CONTRACT TO DUNCAN HARDWARE INC FOR THE SUPPLY AND DELIVERY OF SMALL TOOLS AND HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

## COUNCIL

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

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for the Supply and Delivery of Small Tools and Hardware Supplies for the Department of Public Works/Division of Park Maintenance; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received One (1) bid, the sole responsible bid being that from Duncan Hardware Inc, 776 West Side Avenue, Jersey City, NJ 07306 in the total bid amount of One Hundred Sixty Four Thousand, Three Hundred Forty One (\$164,341.02) Dollars and Two Cents; and

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

WHEREAS, this contract is awarded as an open-end contract, for the period of (1) one year and the City reserves the right to extend the contract for up to (2) two additional (1) one year terms pursuant to specifications and bids thereon; and

WHEREAS, the sum of One Hundred Sixty Four Thousand, Three Hundred Forty One (\$164,341.02) Dollars and Two Cents, will be budgeted for the 2014, 2015, 2016 and 2017 temporary and permanent budgets subject to the approval of said budget by the Municipal Council; and

WHEREAS, the funds for this purchase are available in Operating Account # 01-201-28-375-210; and

WHEREAS, the sum of Five Thousand (\$5,000.00) Dollars is available in the 2014 permanent budget; and

### Department of Public Works/Division of Park Maintenance.

Acct #	P.O #	Amount
01-201-28-375-210	112195	Temp. Encumb. \$5,000.00
<b>TOTAL CONTRACT</b>		<b>\$164,341.02</b>

WHEREAS, the remaining contract funds will be made available as orders are placed in the 2014 thru 2017 temporary and permanent budgets; and

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; and

(continued on Page 2)

City Clerk File No. 10.R

Agenda No. JAN 15 2014

TITLE: **RESOLUTION AWARDING AN OPEN-END CONTRACT TO DUNCAN HARDWARE INC FOR THE SUPPLY AND DELIVERY OF SMALL TOOLS AND HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

WHEREAS, if funds are not available for the contract in the 2014 thru 2017 temporary and permanent budgets, the contract will be terminated.

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

RESOLVED, that upon certification by an official or employee of the City authorized to 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 contractors shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

RESOLVED, this contract shall be subject to the condition that the vendor/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

Department of Public Works/Division of Park Maintenance.

Acct #	P.O #	Temp. Encumb.	Amount
01-201-28-375-210	112195		\$5,000.00
<b>TOTAL CONTRACT</b>			<b>\$164,341.02</b>

APPROVED by \_\_\_\_\_

Peter Folgado, Purchasing Director, RPPO, QPA

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1.15.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Mark M. Brennan, President of Council

Robert Byrne, City Clerk

# Databases, Tables & Calculators by Subject

FONT SIZE: 

Change Output Options:

From:  To:  

include graphs  include annual averages

[More Formatting Options](#) 

Data extracted on: December 24, 2014 (11:26:48 AM)

## Consumer Price Index - All Urban Consumers

Series Id: CUUR0100SA0  
 Not Seasonally Adjusted  
 Area: Northeast urban  
 Item: All items  
 Base Period: 1982-84=100

Download:  [.xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2004	195.9	196.8	198.6	199.4	199.9	201.1	201.0	201.0	201.2	202.5	202.6	201.9	200.2	198.6	201.7
2005	202.6	203.6	206.0	206.2	206.2	206.2	207.9	208.7	210.8	211.5	210.0	209.0	207.5	205.3	209.7
2006	211.0	211.6	212.8	214.7	215.7	216.7	217.5	218.1	216.3	215.2	214.8	215.2	215.0	213.8	216.2
2007	215.813	216.651	218.334	219.501	220.591	221.579	221.945	221.559	221.436	221.951	223.356	223.425	220.512	218.745	222.279
2008	224.325	225.213	226.926	228.133	230.089	232.649	234.545	233.788	232.841	230.837	227.236	225.091	229.306	227.889	230.723
2009	225.436	226.754	227.309	227.840	228.136	229.930	230.154	230.883	231.200	231.304	231.708	231.462	229.343	227.568	231.119
2010	232.294	232.382	233.188	233.615	234.130	233.834	233.885	234.150	234.027	234.671	235.094	235.141	233.868	233.241	234.495
2011	235.969	237.110	239.074	240.267	241.566	241.690	242.282	243.033	243.323	243.014	242.652	241.987	240.997	239.279	242.715
2012	242.879	243.850	245.125	245.850	245.709	245.201	244.984	246.252	247.409	247.564	247.097	246.456	245.698	244.769	246.627
2013	247.277	248.665	248.719	248.464	248.584	248.851	249.411	249.858	250.231	249.320	249.503	249.567	249.038	248.427	249.648
2014	251.045	251.233	252.413	252.506	253.598	253.555	253.833	253.185	253.154	252.730	251.781			252.392	

## 12-Month Percent Change

Series Id: CUUR0100SA0  
 Not Seasonally Adjusted  
 Area: Northeast urban  
 Item: All items  
 Base Period: 1982-84=100

Download:  [.xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2004	2.8	2.7	2.9	3.5	3.7	4.3	3.9	3.4	3.2	3.6	3.8	3.6	3.5	3.3	3.6
2005	3.4	3.5	3.7	3.8	3.2	2.5	3.4	3.8	4.8	4.4	3.7	3.5	3.6	3.4	4.0
2006	4.1	3.9	3.3	3.8	4.6	5.1	4.6	4.5	2.6	1.7	2.3	3.0	3.6	4.1	3.1
2007	2.3	2.4	2.6	2.2	2.3	2.3	2.0	1.6	2.4	3.1	4.0	3.8	2.6	2.3	2.8
2008	3.9	4.0	3.9	3.9	4.3	5.0	5.7	5.5	5.2	4.0	1.7	0.7	4.0	4.2	3.8
2009	0.5	0.7	0.2	-0.1	-0.8	-1.2	-1.9	-1.2	-0.7	0.2	2.0	2.8	0.0	-0.1	0.2
2010	3.0	2.5	2.6	2.5	2.6	1.7	1.6	1.4	1.2	1.5	1.5	1.6	2.0	2.5	1.5
2011	1.6	2.0	2.5	2.8	3.2	3.4	3.6	3.8	4.0	3.6	3.2	2.9	3.0	2.6	3.5
2012	2.9	2.8	2.5	2.3	1.7	1.5	1.1	1.3	1.7	1.9	1.8	1.8	2.0	2.3	1.6
2013	1.8	2.0	1.5	1.1	1.2	1.5	1.8	1.5	1.1	0.7	1.0	1.3	1.4	1.5	1.2
2014	1.5	1.0	1.5	1.6	2.0	1.9	1.8	1.3	1.2	1.4	0.9			1.6	

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STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305  
P: 201 547 4400 | F: 201 547 4803



OREN K. DABNEY, SR.  
DIRECTOR

December 10, 2014

Duncan Hardware, Inc.  
776 West Side Avenue.  
Jersey City, NJ 07306  
Attention: Mr. Ronald S. Eberle

**Subject: Renewal - Small Tools and Hardware Supplies**

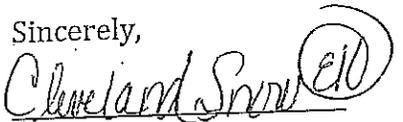
Dear Mr. R. Eberle:

Your present contract for Small tools and Hardware Supplies for the City of Jersey City/Division of Park Maintenance is due to expire on January 14, 2015. The provision of the contract allows the city to renew the contract with the price being the preceding year. The contract price will be adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics.

At this time the CPI Number will not be available until January 12, 2015, and at that time we will be contacting the Bureau of Labor Statistics for that number. **Please confirm this renewal and terms in writing A.S.A.P. Also attached are the EEO/Affirmative Action forms and Play to Play to information which need to be filled out and returned along with your confirmation letter and Business Registration information.**

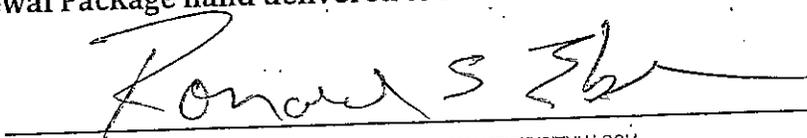
If you have any questions please contact the Division of Park Maintenance and speak with Ms. Harley for assistance.

Sincerely,

  
Cleveland Snow, Director  
Division of Park Maintenance

CS/co

C: Cleveland Snow, Director of Park Maintenance  
Silendra Baijnauth, Fiscal Officer, Department of Public Works  
**EEO Affirmative Action (AA) Requirements and Play to Play forms -  
Mailed on 12-10-14 attention Mr. R. Eberle  
Renewal Package hand delivered to Mr. R. Eberle and signed on 12-10-14  
file**

 12/10/14

Duncan Hardware.  
776 West Side Avenue  
Jersey City, NJ 07306  
Telephone: 201-435-1700  
Facsimile: 201-435-6888  
Email: [duncanhardware@gmail.com](mailto:duncanhardware@gmail.com)

## DUNCAN HARDWARE

Ronald S. Eberle  
President

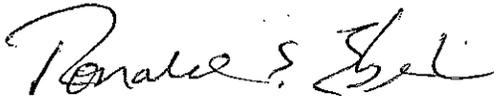
JCDPW/PARKS & FORESTRY  
13-15 LINDEN AVE.  
JERSEY CITY, NJ  
ATT. CLEVELAND SNOW

Dec.12, 2014

Cleveland,

Please accept this letter as our company's agreement to extend  
our contract: SMALL TOOLS AND HARDWARE pricing for an additional  
year.

SINCERELY,



RONALD S. EBERLE  
PRESIDENT

**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 EEO/AA  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. # 201-547-4533  
Fax# 201-547-5088  
E-Mail Address: [abuanj@jcnj.org](mailto: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](http://www.state.nj.us/treasury/contract_compliance))

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

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

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

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

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

Representative's Name/Title (Print):

Representative's Signature:

Name of Company:

Tel. No.:

**DUNCAN HARDWARE, INC.**  
776 West Side Avenue  
Jersey City, NJ 07306  
(201) 435-1700 Fax 435-6988

Date:

12/13/14

RONALD S. EBERLE PRESIDENT

Ronald S Eberle

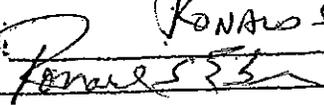
APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

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

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

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

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

Representative's Name/Title Print: RONALD S. EBERLE  
Representative's Signature:   
Name of Company: \_\_\_\_\_  
Tel. No.: \_\_\_\_\_ Date: 12/11/10  
**DUNCAN HARDWARE, INC.**  
776 West Side Avenue  
Jersey City, NJ 07306  
(201) 435-1700 Fax 435-6888

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: DUNCAN HARDWARE, INC.  
776 West Side Avenue  
Address: Jersey City, NJ 07306  
(201) 435-1700 Fax 435-6888  
Telephone No.: \_\_\_\_\_  
Contact Name: \_\_\_\_\_

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



**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
 FOR NON-FAIR AND OPEN CONTRACTS  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
 CITY OF JERSEY CITY

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
RONALD S. EBERLE	2 WEXFORD COURT WARREN, NJ 07059

**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: DUNCAN HANWANE INC  
 Signed: [Signature] Title: PRESIDENT  
 Print Name: RONALD S. EBERLE Date: 12/16/14

Subscribed and sworn before me this 16 day of December, 2014  
 My Commission expires: [Signature]  
[Signature] (Affiant)  
RONALD S. EBERLE PRESIDENT  
 (Print name & title of affiant) (Corporate Seal)

LUDES M ANASTACIO  
 NOTARY PUBLIC  
 STATE OF NEW JERSEY  
 MY COMMISSION EXPIRES MAR. 31, 2016  
 I.D.#2406817

**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 DUNCAN HARDWARE (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 DUNCAN HARDWARE 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: DUNCAN HARDWARE, INC.  
776 West Side Avenue  
Jersey City, NJ 07306  
Signed: [Signature] (201) 435-1700 Fax: 435-6538

Print Name: RONALD S. EBERLE Date: 12/13/14

Subscribed and sworn before me  
this 16 day of DEC., 2014  
My Commission expires:

[Signature]  
RONALD S. EBERLE (Affiant) PRESIDENT  
(Print name & title of affiant) (Corporate Seal)

[Signature]  
LURDES M ANASTACIO  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES ON 2/1/16  
#2498817

It is further certified that any 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.

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 242  
TRENTON, NJ 08646-0262

TAXPAYER NAME:

DUNCAN HARDWARE, INC.

TRADE NAME:

DUNCAN TRU-VALUE HARDWARE

ADDRESS:

776 WEST SIDE AVE  
JERSEY CITY, NJ 07310

SEQUENCE NUMBER:

0062510

EFFECTIVE DATE:

09/15/49

ISSUANCE DATE:

03/28/05

Director



FORM-BRC(08-01)

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

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

**EMPLOYEE INFORMATION REPORT**

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

SECTION A - COMPANY IDENTIFICATION

1. FD. NO. OR SOCIAL SECURITY		2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER			3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY		
COMPANY NAME <b>DUNCAN HARDWARE, INC.</b>							
5. STREET <b>776 West Side Avenue</b>		COUNTY <b>Hudson</b>		STATE		ZIP CODE	
<b>Jersey City, NJ 07306</b>							
6. NAME OF PUBLIC AGENCY (INDICATE) <b>(201) 435-1700 Fax 435-6888</b> CITY STATE ZIP CODE							
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER							
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ							
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <b>10</b>							
10. PUBLIC AGENCY AWARDDING CONTRACT CITY COUNTY STATE ZIP CODE							
Official Use Only		DATE RECEIVED		INAUG. DATE		ASSIGNED CERTIFICATION NUMBER	

SECTION B - EMPLOYMENT DATA

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

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN											
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****						
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.		
Officials/Managers	1	1		1											
Professionals															
Technicians															
Sales Workers	5	4	1		3						1				
Office & Clerical	1	1													
Craftworkers (Skilled)															
Operatives (Semi-skilled)															
Laborers (Unskilled)															
Service Workers															
TOTAL															
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.														
	3	1	2						1		1				1

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)		14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED <b>3 / 15 / 2006</b> MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: <b>4 / 2012</b> To: <b>4 / 2013</b>			

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) <b>RONALD S. ERBERLE</b>		SIGNATURE <i>Ronald S Erberle</i>		TITLE <b>Pres</b>		DATE <b>4 / 19 / 13</b> MO DAY YEAR	
17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO. EXTENSION) <b>776 West Side Ave Jersey City (Hudson) NJ 07306 201-435-1700</b>							

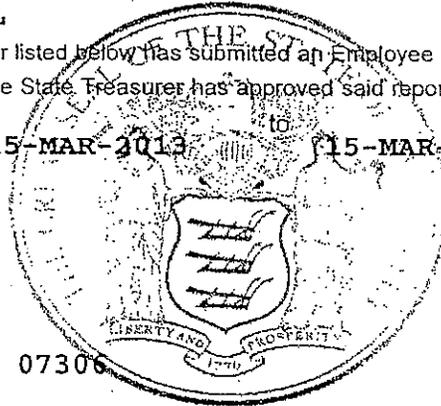
Certification 7161

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

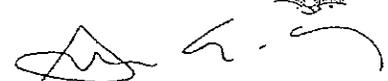
## RENEWAL

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-MAR-2013 to 15-MAR-2020



DUNCAN HARDWARE INC.  
776 WEST SIDE AVENUE  
JERSEY CITY NJ 07306

  
Andrew P. Sidamon-Eristoff  
State Treasurer

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

City Clerk File No. Res. 15.060

Agenda No. 10.Z.1

Approved: JAN 28 2015

TITLE:



**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH LOMBARDY DOOR SALES AND SERVICE FOR REPAIR AND MAINTENANCE OF MOTORIZED OVERHEAD DOORS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE**

COUNCIL

OFFERED AND MOVED ADOPTION OF

THE FOLLOWING RESOLUTION:

**WHEREAS**, Resolution No. 14-024, approved on January 15, 2014, awarded a one-year contract in the amount of \$35,950.00 to Lombardy Door Sales and Service for repair and maintenance of motorized overhead doors for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contract for two additional one-year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

**WHEREAS**, the contractor has been performing the services in an effective and efficient manner; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of **January 16, 2015 and ending on January 15, 2016**; and

**WHEREAS**, the total cost of the contract renewal is **\$36,273.55**; and

**WHEREAS**, funds in the amount of \$5,000.00 are available in **Buildings and Street Operating Account No. 15-01-201-26-291-311**.

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Lombardy Door Sales and Service for repair and maintenance of motorized overhead doors for the Department of Public Works/Division of Buildings and Street Maintenance;
- 2) The renewal contract is for a one-year period effective as of January 16, 2015, and the total cost of the contract shall not exceed **\$36,273.55**;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2015 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 calendar year permanent budget; and
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)

City Clerk File No. Res. 15-060

Agenda No. 10.7.1 JAN 28 2015

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH LOMBARDY DOOR SALES AND SERVICE FOR REPAIR AND MAINTENANCE OF MOTORIZED OVERHEAD DOORS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Maintenance Operating Account No. 15-01-201-26-291-311 for payment of the above resolution.

Requisition # 0168866

Purchase Order # 115981

Temp.Encumbrancy \$5,000.00

MR/sb  
January 15, 2015

APPROVED: Mark Redfield APPROVED AS TO LEGAL FORM  
*Mark Redfield, Director, Department of Public Works*

APPROVED: [Signature] Corporation Counsel  
 Business Administrator

Certification Required   
 Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH LOMBARDY DOOR SALES AND SERVICE FOR REPAIR AND MAINTENANCE OF MOTORIZED OVERHEAD DOORS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE.**

**Project Manager**

Department/Division	DPW	Buildings and Street Maintenance
Name/Title	John McGrath	Director
Phone/email	201-547-4432	mcgrathj@jenj.org

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

**Contract Purpose**

The purpose of this resolution is to provide:

- > Repair and maintenance of motorized overhead doors.
- > Number of doors is 100.
- > Some of the locations are City Hall, various Firehouses, Justice Complex, Police Precincts, Maureen Collier, Recreation (Caven Point), Pershing Field, etc.
- > Vendor will provide all labor, materials, equipment and services required.
- > Contract renewal amount is \$36,273.55.

**Cost (Identify all sources and amounts)**

01-201-26-291-311 (Buildings Operating Account)  
 Contract Renewal Amount = \$36,273.55

**Contract term (include all proposed renewals)**

Exercising first of two (2) options to renew for an additional one (1) year term.  
 01/16/15 to 01/15/16

Type of award **Public Bid -Contract Renewal**

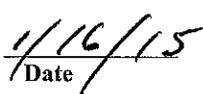
If "Other Exception", enter type

**Additional Information**

- \* Original contract amount = \$35,950.00, reso # 14-024, approved 01/15/14.
- \* The renewal contract price was based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed.
- \* The CPI for the twelve (12) month was 0.09% which equates to \$323.55 as the CPI increase to the contract. ( \$35,950.00+\$323.55) = \$36,273.55.

I certify that all the facts presented herein are accurate.

  
 Signature of Department Director

  
 Date

Signature of Purchasing Director

Date

**BID PROPOSAL**

irby Door  
elleville Avenue  
ille, NJ 07109  
ichael Sr.  
-759-0016 F. 973-759-4077

CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF BUILDINGS & STREET MAINTENANCE  
Date December 17, 2013

**DO NOT REMOVE THESE PROPOSAL PAGES. SUBMIT THE ENTIRE BOUND DOCUMENT AS BID PROPOSAL IN A SEALED ENVELOPE ON BOTH SIDES WITH THE PROJECT TITLE. ALSO SUBMIT SEPARATE COPY OF COMPLETED BID PROPOSAL WITHIN BID PACKAGE.**

Proposal of Lombardy Door Sales (hereinafter called "Bidder" organized and existing under the laws of the State of New Jersey doing business as Lombardy Door Sales & Service Corp.

Gentlemen:

The Bidder, in compliance with your invitation for bids for the:

**SPECIFICATIONS FOR REPAIR AND MAINTENANCE OF MOTORIZED OVERHEAD DOORS**

Jersey City, New Jersey

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents; within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the City and to fully complete the project within 365 consecutive calendar days thereafter as stipulated in the specifications. (NOTE: The City may exercise its renewal right for two additional one year contracts).

Bidder acknowledges receipt of the following addendum:

Michael Lombardy, President

Lombardy Door Sales & Serv. Corp.

\*Insert "a corporation", "a partnership", or "an individual" as applicable.

## BID PROPOSAL CHECK LIST

The following documents are to be completed and submitted with the bid proposal. Compliance shall be indicated by placing initials on the line preceding each item attached:

- List of Prices
- Grand Total Bid Price
- N/A Alternate(s) with supporting documentation, if applicable.
- N/A Substitutions, if applicable, are attached in conformance with the Information to Bidders.
- Financial Statement
- Non-Collusion Affidavit
- Corporation or Partnership Statement
- Form MWBE – Minority / Woman Business Enterprise (MWBE) Questionnaire for bidders (2 Forms)
- Exhibit A: Mandatory Equal Employment Opportunity Language (N.J.S.A. 10,5-31 et seq) (N.J.A.C. 17:27) Goods, Services and Professional Contracts must be signed.
- New Jersey Business Registration Certifications of General Contractor and all Subcontractors.
- Certificate of Contractor's State of N.J. Department of Labor Registration or Application.
- N/A Bid Bond
- Written acknowledgment of addendum (if issued), pursuant to N.J.S.A. 40A:11-23.2 (e)
- Bidder's Qualification Statement

**BID PROPOSAL / DOCUMENTS**  
**REPAIR AND MAINTENANCE OF MOTORIZED OVERHEAD DOORS**  
**DPW / BUILDINGS AND STREET MAINTENANCE**

**1<sup>ST</sup> BATTALION**

<u>NO. OF DOORS</u>	<u>UNIT</u>	<u>ADDRESS</u>
1	Engine Co. 2, unit 4225	160 Grand Street
4	Engine Co. 5, Unit 4208-4647 Truck Co., Unit 4208-4647 Safety Officer / MSU Unit 4214	355 Newark Avenue
1	Engine Co. 10, unit 4216 Truck Co. 12	282 Halladay Street
4	Engine Co. 6, Unit 4294 Truck Co. 12 HAZMAT	465 Marin Boulevard
1	Union Hall	42 South Street

**2<sup>ND</sup> BATTALION**

<u>NO. OF DOORS</u>	<u>UNIT</u>	<u>ADDRESS</u>
1	Engine Co. 8, Unit 4215	14-16 Orient Avenue
1	Engine Co. 13, Unit 4217	152 Linden Avenue
2	Engine Co. 19, Unit 4221	2 Bergen Avenue
1	Engine Co. 22 Truck Co. 4	468 Ocean Avenue

**3<sup>RD</sup> BATTALION**

<u>NO. OF DOORS</u>	<u>UNIT</u>	<u>ADDRESS</u>
2	Engine 7 Unit 5600	715 Summit Avenue
2	Engine Co. 11, Unit 4233	152 Lincoln Street
3	Engine Co. 14, Unit 4235 Truck 7	599 Palisade Avenue

**4<sup>TH</sup> BATTALION**

<u>NO. OF DOORS</u>	<u>UNIT</u>	<u>ADDRESS</u>
1	Engine Co. 9, Unit 4209	697 Bergen Avenue
1	Engine Co. 15, Unit 4220 Truck Co. 9	200 Sip Avenue
3	Rescue Co. 1, Unit 4223 Squad Co. 1	582 Bergen Avenue
3	Engine Co. 17, Unit 4142 Truck Co. 11	255 Kearny Avenue

**OTHER LOCATIONS**

<u>NO. OF DOORS</u>	<u>UNIT</u>	<u>ADDRESS</u>
<del>40</del>	Public Works Compound	<del>575 Route 440 - 13-15</del> Linden Ave.
2	Justice Complex	365 Summit Avenue
1	North District Police Precinct	282 Central Avenue
1	East District Precinct	207 7 <sup>th</sup> Avenue
1	West District Police Precinct	576 Communipaw Avenue
2	South District Police Precinct	191 Bergen Avenue
3	Motorcycle Squad	100 Cornelison Avenue
3	Public Safety Building	73-78 Bishop Street
1	Maureen Collier	335 Bergen Avenue
1	Joseph Connors	28 Patterson Avenue
1	City Hall	280 Grove Street
4	Recreation - Caven Point	1 Chapel Avenue
6	Pershing Field pool / Rink	201 Central Avenue

**TOTAL NUMBER OF OVERHEAD DOORS: 97**

Maintenance and repair of Motorized Overhead Doors at various locations (see attached lists). Repairs must include door panels, rollers, shafts, springs, track and all parts of motorized operator, and any part pertinent to safe operation of the door. Door size 12ft X 14ft.

The vendor must respond within seventy-two (72) hours of notice for regular repairs. The vendor must respond within twenty four (24) hours of notice for emergency repairs. The contract will be for a period of one (1) year commencing the date of the award of the contract.

**Item No. 1 - year Round Service**

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

350 Hours (Estimated quantity)	\$ <u>77.00</u> (Unit Cost Mechanic)	\$ <u>26,950.00</u> Total Cost Item # 1
-----------------------------------	-----------------------------------------	--------------------------------------------

**Item No. 2 - Parts Allowance**

Included in the total bid amount will be the sum of nine thousand (\$9,000.00) dollars to cover the cost of required parts for the term of the contract. All parts will be billed at cost plus 20%.

Nine Thousand Dollars <hr/> (In writing)	\$9,000.00 <hr/> (In Figures)
---------------------------------------------	----------------------------------



Proposal - Continued

Attached herewith is a  (Cashier's check)  
 (certified check) (Check one)  
 (Bid bond)

in the amount of \$ 3,595.00 representing 10% of the total amount bid, but not exceeding \$20,000.00 as stated in Article 8, Page 4.

The undersigned agrees that this check or bond is to be forfeited as liquidated damages and not as a penalty, if the contract is awarded to the undersigned and he shall fail to execute the contract for the project or forward the bond required within the stipulated time. Otherwise, the check or bond will be returned to the undersigned.

The undersigned is  (an individual)  
 (a corporation) under the laws  
 (a partnership)

of the State of New Jersey having offices  
at 734 Belleville Avenue, Belleville, NJ 07109

Signed 

Name Michael Lombardy

Title President

Company Lombardy Door Sales & Service Corp.

Address 734 Belleville Avenue  
Belleville, NJ 07109

Phone (973) 759-0016  
Fax (973) 759-4077

(Seal if Bid is by a Corporation)



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305  
P: 201.547.4400 | F: 201.547.4803

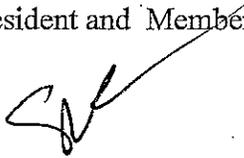


MARK REDFIELD  
ACTING DIRECTOR

**MEMORANDUM**

**Date:** January 15, 2015

**To:** Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council

**From:** Silendra Baijnauth, Fiscal Officer 

**Subject:** 2015 Budget Memo (Contract Renewal – Motorized Door )

There exists a need for repair and maintenance of motorized doors citywide. Resolution No. 14-024, approved on January 15, 2014, awarded a one-year contract in the amount of \$36,273.55 to Lombardy Door Sales and Service for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance. The bid specifications provided the City with the option to renew the contract for two additional one-year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics.

The contractor has been performing the services in an effective and efficient manner. The City desires to exercise the first option and renew the contract for an additional one-year period effective as of January 16, 2015 and ending on January 15, 2016. The total cost of the contract renewal is \$36,273.55. There are about 100 doors on this specification (see attached list).

**CONTRACT FUNDING (2015)**

**Motorized Overhead Doors**

- ❖ Expenditure is drawn down from Buildings and Street Maintenance operating account, 01-201-26-291-311.
- ❖ Contract is utilizing object # 311.

- ❖ Line object 210 is budgeted for \$187,000.00 in CY 2015.
- ❖ As of today (01/15/15), \$ 0.00 has been spent in line object 311.
- ❖ To date, \$10,000.00 has been encumbered in object 311 for CY 15.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact my office.

Thank you for your cooperation.

# CITY OF JERSEY CITY

394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

## Requisition

Assigned PO #

115981

Requisition #

0168866

**Vendor**  
LOMBARDY DOOR SALES & SERVICE  
734 BELLEVILLE AVENUE  
BELLEVILLE NJ 07109

**Dept. Bill To**  
BUILDING & STREET MAINTENANCE  
13-15 LINDEN AVENUE EAST, 2ND  
JERSEY CITY NJ 07305

**Dept. Ship To**  
BUILDING & STREET MAINTENANCE  
13-15 LINDEN AVENUE EAST, 2ND  
JERSEY CITY NJ 07305

LO337250

**Contact Info**  
John McGrath, Dir  
2015474432

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	CONTRACT RENEWAL FOR REPAIRS AND MAINTENANCE OF MOTORIZED OVERHEAD DOORS	01-201-26-291-311	5,000.00	5,000.00

\*\*\* EXERCISING 1ST OPTION TO RENEW FOR AN  
ADDITIONAL ONE YEAR

CONTRACT DURATION: 01/16/15 TO 01/15/16

CONTRACT AMOUNT = \$36,273.55

TEMP. ENCUMBRANCY = \$5,000.00

ORIGINAL RESO # 14-024, APPROVED : 01/15/14

PPV'S

Requisition Total 5,000.00

Req. Date: 01/16/2015

Requested By: BAIJNAUTHS

Buyer Id:

Approved By:

*[Handwritten Signature]*  
*[Handwritten Signature]*  
01/16/15

**This Is Not A Purchase Order**

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

City Clerk File No. Res. 14,024

Agenda No. 10.T

Approved: JAN 15 2014

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO LOMBARDY DOOR SALES & SERVICE FOR REPAIR AND MAINTENANCE OF MOTORIZED OVERHEAD DOORS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE**

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

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for the Repair and Maintenance of Motorized Overhead Doors for the Department of Public Works/Division of Buildings and Street Maintenance; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received One (1) Bid, the sole responsible bid being that from Lombardy Door Sales & Service, 734 Belleville Avenue, Belleville NJ 07109 in the total bid amount of Thirty Five Thousand, Nine Hundred and Fifty (\$35,950.00) Dollars; and

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

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

WHEREAS, the sum of Thirty Five Thousand, Nine Hundred and Fifty (\$35,950.00) Dollars; will be budgeted for the 2014, 2015, 2016 and 2017 Budget Years subject to the approval of said budget by the Municipal Council; and

WHEREAS, the sum of Three Thousand (\$3,000.00) Dollars is available in the 2014 permanent budget; and

WHEREAS, the funds for this purchase are available in Operating Account # 01-201-26-291-311

Dept. of Public Works/Div. of Buildings and Street Maintenance

Acct. No.	P.O. No.	Temp Encumb.	Amount
01-201-26-291-311	112194	Total Contract	\$3,000.00 \$35,950.00

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.

WHEREAS, the remaining contract funds will be made available in the 2014, 2015, 2016 and 2017 temporary and permanent budgets; and

WHEREAS, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the 2014 thru 2017 temporary and permanent budgets; and

WHEREAS, if funds are not available for the contract in the 2014 permanent budget, the contract will be terminated.

(Continued on page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO LOMBARDY DOOR SALES & SERVICE FOR REPAIR AND MAINTENANCE OF MOTORIZED OVERHEAD DOORS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE**

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned Lombardy Door Sales & Service, accepted and that a contract be awarded to said company in the above amount and the City Purchasing Agent 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 met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

RESOLVED, this contract shall be subject to the condition that the vendor/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

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the Account No. 01-201-26-291-311.

Dept. of Public Works/Div. of Buildings and Street Maintenance

Acct. No.	P.O. No.	Temp Encumb.	Amount
01-201-26-291-311	112194	Total Contract	\$3,000.00
			\$35,950.00

APPROVED Peter Folgado, Director of Purchasing, QPA

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				1.15.14							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRD	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

# Databases, Tables & Calculators by Subject

FONT SIZE: **Q**

Change Output Options:

From:  To:  **GO**

include graphs  include annual averages

[More Formatting Options](#)

Data extracted on: January 5, 2015 (1:54:54 PM)

## Consumer Price Index - All Urban Consumers

Series Id: CUUR0100SA0  
 Not Seasonally Adjusted  
 Area: Northeast urban  
 Item: All items  
 Base Period: 1982-84=100

Download: [.xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2004	195.9	196.8	198.6	199.4	199.9	201.1	201.0	201.0	201.2	202.5	202.6	201.9	200.2	198.6	201.7
2005	202.6	203.6	206.0	206.9	206.2	206.2	207.9	208.7	210.8	211.5	210.0	209.0	207.5	205.3	209.7
2006	211.0	211.6	212.8	214.7	215.7	216.7	217.5	218.1	216.3	215.2	214.8	215.2	215.0	213.8	216.2
2007	215.813	216.651	218.334	219.501	220.591	221.579	221.945	221.559	221.436	221.951	223.356	223.425	220.512	218.745	222.279
2008	224.325	225.213	226.926	228.133	230.089	232.649	234.545	233.788	232.841	230.837	227.236	225.091	229.306	227.889	230.723
2009	225.436	226.754	227.309	227.840	228.136	229.930	230.154	230.883	231.200	231.304	231.708	231.462	229.343	227.568	231.119
2010	232.294	232.382	233.188	233.615	234.130	233.834	233.885	234.150	234.027	234.671	235.094	235.141	233.868	233.241	234.495
2011	235.969	237.110	239.074	240.267	241.566	241.690	242.282	243.033	243.323	243.014	242.652	241.987	240.997	239.279	242.715
2012	242.879	243.850	245.125	245.850	245.709	245.201	244.984	246.252	247.409	247.564	247.097	246.456	245.698	244.769	246.627
2013	247.277	248.665	248.719	248.464	248.584	248.851	249.411	249.858	250.231	249.320	249.503	249.567	249.038	248.427	249.648
2014	251.045	251.233	252.413	252.506	253.598	253.555	253.833	253.185	253.154	252.730	251.781			252.392	

## 12-Month Percent Change

Series Id: CUUR0100SA0  
 Not Seasonally Adjusted  
 Area: Northeast urban  
 Item: All items  
 Base Period: 1982-84=100

Download: [.xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2004	2.8	2.7	2.9	3.5	3.7	4.3	3.9	3.4	3.2	3.6	3.8	3.6	3.5	3.3	3.6
2005	3.4	3.5	3.7	3.8	3.2	2.5	3.4	3.8	4.8	4.4	3.7	3.5	3.6	3.4	4.0
2006	4.1	3.9	3.3	3.8	4.6	5.1	4.6	4.5	2.6	1.7	2.3	3.0	3.6	4.1	3.1
2007	2.3	2.4	2.6	2.2	2.3	2.3	2.0	1.6	2.4	3.1	4.0	3.8	2.6	2.3	2.8
2008	3.9	4.0	3.9	3.9	4.3	5.0	5.7	5.5	5.2	4.0	1.7	0.7	4.0	4.2	3.8
2009	0.5	0.7	0.2	-0.1	-0.8	-1.2	-1.9	-1.2	-0.7	0.2	2.0	2.8	0.0	-0.1	0.2
2010	3.0	2.5	2.6	2.5	2.6	1.7	1.6	1.4	1.2	1.5	1.5	1.6	2.0	2.5	1.5
2011	1.6	2.0	2.0	2.5	2.8	3.2	3.4	3.6	3.8	4.0	3.6	3.2	2.9	3.0	3.5
2012	2.9	2.8	2.5	2.3	1.7	1.5	1.1	1.3	1.7	1.9	1.8	1.8	2.0	2.3	1.6
2013	1.8	2.0	1.5	1.1	1.2	1.5	1.8	1.5	1.1	0.7	1.0	1.3	1.4	1.5	1.2
2014	1.5	1.0	1.5	1.6	2.0	1.9	1.8	1.3	1.2	1.4	0.9			1.6	

**TOOLS**

[Areas at a Glance](#)  
[Industries at a Glance](#)

**CALCULATORS**

[Inflation](#)  
[Location Quotient](#)

**HELP**

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[FAQs](#)

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[What's New](#)  
[Careers @ BLS](#)

**RESOURCES**

[Inspector General \(OIG\)](#)  
[Budget and Performance](#)

## Silendra Bajnauth

---

**From:** Raymond Reddington  
**Sent:** Wednesday, January 14, 2015 12:46 PM  
**To:** Silendra Bajnauth  
**Subject:** RE: Emailing: Lombardy Door.doc

Looks good.

-----Original Message-----

**From:** Silendra Bajnauth  
**Sent:** Tuesday, January 06, 2015 2:23 PM  
**To:** Raymond Reddington  
**Subject:** Emailing: Lombardy Door.doc

Sir,  
Please see attached for a contract renewal .

Thanks

*Business Built On Experience*

**LOMBARDY**  
**DOOR SALES & SERVICE CORP.**

*SINCE "1958"*

734 Belleville Avenue, Belleville, New Jersey 07109

Phone: 973-759-0016 or 201-653-2233

Fax: 973-759-4077

January 8, 2015

City of Jersey City  
Department of Public Works  
13-15 Linden Avenue East  
2<sup>nd</sup> Floor, Room A230  
Jersey City, NJ 07305  
Attn: Silendra Baijnauth

SUBJECT: Contract Renewal  
Repairs and Provide Maintenance for Motorized Overhead Doors

We accept the terms and conditions of your Contract for the renewal of one additional year effective January 16, 2015.

Sincerely,



Michael Lombardy, President  
Lombardy Door Sales & Service Corp.



**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
 FOR NON-FAIR AND OPEN CONTRACTS  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
 CITY OF JERSEY CITY

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Michael G. Lombardy	508 Morris Avenue, Spring Lake, NJ
Michael H. Lombardy	395 Montrose Avenue, Rutherford, NJ
Jeffrey Lombardy	5 Fairway, Blairstown, 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: Lombardy DDM Sales & Service Corp.  
 Signed: [Signature] Title: President  
 Print Name: Michael Lombardy Date: 1/8/15

Subscribed and sworn before me this 8th day of January, 2015

My Commission expires: 02/13/18

[Signature]  
 MARY E. STANZIONE

[Signature]  
 (Affiant)  
Michael Lombardy, President  
 (Print name & title of affiant) (Corporate Seal)

MARY E. STANZIONE  
 NOTARY PUBLIC OF NEW JERSEY  
 MY COMMISSION EXPIRES FEB. 13, 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 Lombardy Door Sales & Service Corp. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 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 Lombardy Door Sales & Service Corp. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: Lombardy Door Sales & Service Corp.

Signed: [Signature] Title: President

Print Name: Michael Lombardy Date: 1/8/15

Subscribed and sworn before me  
this 8th day of Jan, 2015.

My Commission expires: 02/13/18

[Signature]  
MARY E. STANZIONE  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES FEB. 13, 2018

[Signature]  
(Affiant)  
Michael Lombardy, President  
(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.

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

## **Goods, Professional Services and General Service Contracts**

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative action  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. #201-547- 4533  
Fax# 201-547-5088  
E-mail Address: [abuanJ@jenj.org](mailto:abuanJ@jenj.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](http://www.state.nj.us/treasury/contract_compliance))

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

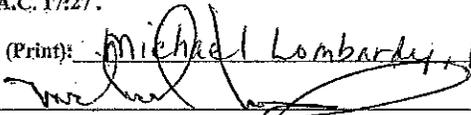
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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

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

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

Representative's Name/Title (Print): Michael Lombardy, President

Representative's Signature: 

Name of Company: Lombardy Direct Sales & Service Corp.

Tel. No.: 201-653-2233

Date: 1/8/15

**STATE OF NEW JERSEY**  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program

**EMPLOYEE INFORMATION REPORT**

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302Ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302Ins.pdf)

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY \_\_\_\_\_

2. TYPE OF BUSINESS  
 1. MFG  2. SERVICE  3. WHOLESALE  
 4. RETAIL  5. OTHER \_\_\_\_\_

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY Eleven

4. COMPANY NAME  
Lombardy Door Sales & Service Corp.

5. STREET CITY COUNTY STATE ZIP CODE  
734 Belleville Ave. Belleville Essex NJ 07109

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

7. CHECK ONE: IS THE COMPANY:  SINGLE-ESTABLISHMENT EMPLOYER  MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ \_\_\_\_\_

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT \_\_\_\_\_

10. PUBLIC AGENCY AWARDDING CONTRACT CITY COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

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

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/ Managers	1	1												
Professionals														
Technicians	6	6			2									
Sales Workers	2	2												
Office & Clerical	2		2											
Craftworkers (Skilled)	0													
Operatives (Semi-skilled)	0													
Laborers (Unskilled)														
Service Workers														
TOTAL	11													
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.													

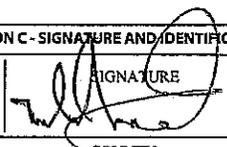
12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?  
 1. Visual Survey  2. Employment Record  3. Other (Specify) \_\_\_\_\_

13. DATES OF PAYROLL PERIOD USED  
 From: \_\_\_\_\_ To: \_\_\_\_\_

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

15. IF NO, DATE LAST REPORT SUBMITTED  
 MO. DAY YEAR \_\_\_\_\_

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE  
Michael Lombardy  President MO DAY YEAR  
01/08/15

17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)  
734 Belleville Ave. Belleville Essex NJ 07109 903-759-0016

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

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

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

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

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

Representative's Name/Title Printed: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Tel. No.: 201-653-2233

Date: 1/8/15

*Michael Lombardy, President*

*Lombardy Dair Sales + Service Corp.*

**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: Lombardy Door Sales & Service Corp  
Address: 734 Belleville Avenue, Belleville, NJ 07109  
Telephone No.: 201-653-2233  
Contact Name: Michael Lombardy

Please check applicable category:

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

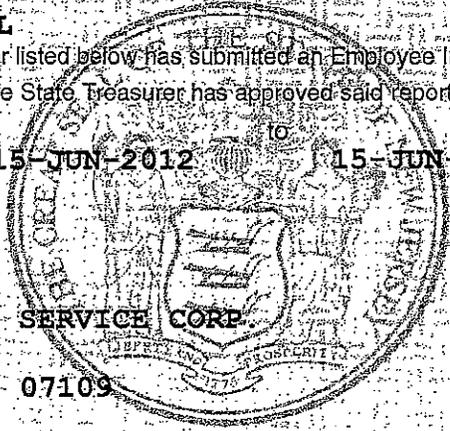
**DIVISION OF PURCHASING COPY**

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

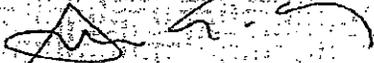
## RENEWAL

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

15-JUN-2012 to 15-JUN-2019



**LOMBARDY DOOR SALES & SERVICE CORP.**  
**734 BELLEVILLE AVE.**  
**BELLEVILLE NJ 07109**

Andrew P. Sidamon-Eristoff  
State Treasurer

Certificate Number  
607301

Registration Date: 03/08/2014  
Expiration Date: 03/07/2016



# 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:

Lombardy Door Sales & Service Corporation  
**2014**

**Responsible Representative(s):**

Michael G. Lombardy, President  
Michael H. Lombardy, Vice-President  
Jeffrey Lombardy, Secretary

**Responsible Representative(s):**

Handwritten signature of Harold J. Wirths.

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

This certificate may not be transferred or assigned  
and may be revoked for cause by the Commissioner

NON TRANSFERABLE

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME:

LOMBARDY DOOR SALES & SERVICE CORP

TRADE NAME:

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:

0102107

ADDRESS:

734 BELLEVILLE AVE  
BELLEVILLE NJ 07109

ISSUANCE DATE:

08/10/04

EFFECTIVE DATE:

02/24/71

*J.P. S. Tully*  
Acting Director

FORM-BRC(08-01)

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

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

City Clerk File No. Res. 15.061

Agenda No. 10.Z.2

Approved: JAN 28 2015



**TITLE: RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH CHARLES MONTANGE, ESQ. TO PROVIDE LEGAL COUNSEL REGARDING CONRAIL'S ABANDONMENT OF THE 6<sup>TH</sup> STREET EMBANKMENT**

WHEREAS, the City of Jersey City approved a professional services agreement with Charles Montange, Esq. to provide legal services in connection with Conrail's abandonment of the 6<sup>th</sup> Street Embankment and to analyze Conrail's compliance with its obligation to offer the abandoned property to the City; and

WHEREAS, the Corporation Counsel determined that it was necessary to engage outside counsel to represent the City in this matter; and

WHEREAS, the agreement provided for an hourly fee of \$200 per hour; and

WHEREAS, because these matters continue to be litigated, additional services are required; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. (the "Pay-to-Play Law") took effect on January 1, 2006; 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, Charles Montange, Esq. 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; and

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

WHEREAS, in addition Charles Montange, Esq. has signed the Pay-to-Play Certification required by the adoption of Ordinance 08-128; and

WHEREAS, funds are available for the cost of these services in **Account No. 04-215-55-887-990.**

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

1. The contract with Charles Montange, Esq. be increased by an additional \$75,000 for a total amount of \$355,000.
2. The fee for these services shall remain at \$200.00 per hour and all other terms and conditions shall remain in effect.
3. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

City Clerk File No. Res. 15.061

Agenda No. 10.7.2 JAN 28 2015

TITLE:

**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH CHARLES MONTANGE, ESQ. TO PROVIDE LEGAL COUNSEL REGARDING CONRAIL'S ABANDONMENT OF THE 6<sup>TH</sup> STREET EMBANKMENT**

4. A copy of this resolution shall be printed in a newspaper of general circulation.

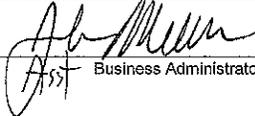
I hereby certify that there are sufficient funds available in Account No. 04-215-55-887-990 for payment of this resolution. P.O. # 116078



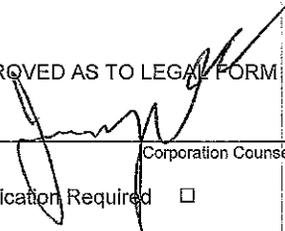
Donna Mauer, Chief Financial Officer

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM \_\_\_\_\_

APPROVED:  \_\_\_\_\_

Asst Business Administrator

APPROVED AS TO LEGAL FORM:  \_\_\_\_\_

Corporation Counsel

Certification Required

Not Required

APPROVED 7-2

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL		✓		OSBORNE	✓			WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES.	✓		

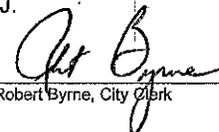
✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



Rolando R. Lavarro, Jr., President of Council



Robert Byrne, City Clerk

## AGREEMENT

This **Agreement** dated the \_\_\_\_ day of \_\_\_\_\_, 2015 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and **Charles Montange, Esq.**, 426 NW 162nd Street, Seattle, Washington 98177. ("**Special Counsel**").

**WITNESSTH**, that in consideration of the mutual covenants set forth, the **City** and **Special Counsel** agree as follows:

### Scope of Agreement

**Special Counsel** is hereby retained as an independent contractor to provide the City of Jersey City with legal services regarding Conrail's abandonment of the 6<sup>th</sup> Street Embankment and related issues. City acknowledges that **Special Counsel** is not a member of the New Jersey Bar, and that City shall furnish at City's cost counsel who is a member of the New Jersey Bar promptly to address all questions of New Jersey law raised in, or necessary for the resolution of, any proceeding or activity undertaken to accomplish the goal set forth in this Memorandum. Jersey City acknowledges that **Special Counsel** from time to time may represent other clients favoring preservation of the 6<sup>th</sup> Street Embankment and consents to such joint representation.

### Consideration

A. For the above services, **Special Counsel** shall be compensated at the rate of **\$200** per hour, including expenses for the remainder of the contract in an amount not to exceed **\$75,000.00**.

B. The **Special Counsel** shall provide a monthly statement for services rendered. The **Special Counsel** shall submit to the City administration no later than the tenth day of each month an affidavit or certification describing the services rendered and specifying the total number of hours worked/performed during the preceding month. All statements shall be supplemented by the City's voucher. Payment by the City shall be made within thirty (30) days after receipt.

### Billing Practices and Other Guidelines Procedures

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Special Counsel** and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (i) in the case of photocopying, the per page charge not to exceed twenty-five cents (\$.25) per page; and (ii) in the case of facsimile transmittal, the per page charge not to exceed fifty cents (\$.50) per page; charges for mileage and parking shall not be charged to the City. However, reasonable travel expenses may be allowed as required, if approved by the Business Administrator, in advance.

The **Special Counsel** may, with prior approval of the City retain the services

of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, etc., required in order to complete his work. The Special Counsel will pay all third-party service providers directly and will bill the City for those services as detailed disbursements included in monthly invoices. The City will not accept separate invoices from the third-party service providers.

### **Assignment**

The services under this contract shall be performed exclusively by **Special Counsel**. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of Corporation Counsel or his designee.

### **Special Provisions**

The City or **Special Counsel** reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating there from. Unless sooner terminated or renewed this contract shall be one year commencing on the date the contract is executed by city officials.

## **New Jersey Business Registration Requirements**

The Consultant shall provide written notice to its subConsultants of the responsibility to submit proof of business registration to the Consultant.

Before final payment on the contract is made by the contracting agency, the Consultant shall submit an accurate list and the proof of business registration of each sub-consultant or supplier used in the fulfillment of the contract, or shall attest that no sub-consultants were used.

For the term of the contract, the Consultant and each of its affiliates and a sub-consultant 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.

## **Political Contribution Prohibition**

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an

elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Jersey City when the contract is awarded.

### **Chapter 271 Political Contribution Disclosure**

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

### **City of Jersey City Contractor Pay-to-Play Reform Ordinance**

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance, Section 3-51.1 of the City Code. As such the undersigned does hereby attest that Consultant, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Section 3-51.1, nor will Consultant, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Section 3-51.1

### **Compliance with Affirmative Action Plan**

(a) If the Agreement exceeds \$36,000.00, it shall be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$36,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "A" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302)  
(for contracts which exceed \$36,000.00).

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seal  
or caused these presents to be signed by their proper corporate officers and their  
proper corporate seal hereto affixed the day, month and year above written.

Attest:

City of Jersey City

---

Robert Byrne  
City Clerk

---

Robert Kakoleski  
Business Administrator

WITNESS:

Charles Montange, Esq.

---

Charles Montange, Esq.

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

City Clerk File No. Res. 15.062

Agenda No. 10.Z.3

Approved: JAN 28 2015

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO T&M ASSOCIATES FOR A TRAFFIC IMPACT STUDY OF THE LACKAWANNA STATION AREA**

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

**WHEREAS**, the City of Jersey City requires the services of a Professional Engineering firm to prepare a traffic impact study of the Lackawanna Station area, an area comprised of the Jersey Avenue Park and Jersey Avenue Light Rail Redevelopment Plan areas; and

**WHEREAS**, the City Engineer and Planning Director distributed a request for proposals to three professional engineering firms: CME Associates, Sam Schwartz Engineering, and T&M Associates; and

**WHEREAS**, proposals from all three engineering firms were submitted in response to the RFP; and

1. CME Associates.....\$29,340.00
2. Sam Schwartz Engineering.....\$22,880.00
3. T&M Associates.....\$19,232.00

**WHEREAS**, the proposals were evaluated on the basis of the firms' experience, background of personnel, understanding of the scope of work, project cost, and project schedule; and

**WHEREAS**, after careful review, the Division of City Planning recommends award of a Professional Engineering contract to T&M Associates for a total contract cost of \$19,232.00 in accordance with its proposal dated December 16, 2014; and

**WHEREAS**, these services qualify as professional services exempt from bidding under the Local Public Contracts Law, N.J.S.A. 40A: 11-5(1)(a)(i); and

**WHEREAS**, in accordance with the New Jersey Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq., on March 10, 2014, through a "fair and open process", the City publicly advertised a Request for Qualifications (RFQ) for general civil engineering services, made returnable April 4, 2014, and the City evaluated each firm as to its qualifications to provide these services; and

**WHEREAS**, T&M Associates submitted a Qualifications Statement in response to the City's RFQ and is a pre-qualified engineering firm; and

**WHEREAS**, T&M Associates has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, T&M Associates has submitted the required EEO/AA compliance forms; and

**WHEREAS**, the estimated total contract amount is \$20,000.00, a temporary encumbrance of \$1,375.00 is available in HEDC/City Planning Operating Current Fund Account No. 01-201-21-180-312; the remaining balance will be made available under the City's 2015 calendar year temporary and/or permanent budget.

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

1. The City of Jersey City awards a Professional Engineering Services contract to T&M Associates, 11 Tindall Road, Middletown, NJ 07748 for a sum of \$19,232.00. The term of the contract shall be one month effective upon execution of the contract by City officials.

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO T&M ASSOCIATES FOR A TRAFFIC IMPACT STUDY OF THE LACKAWANNA STATION AREA**

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 modification 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).
5. A copy of this Resolution will 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. 10:5-1 et seq.
7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2015 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 calendar year permanent budget.
8. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, Donna Mauer (Donna Mauer), Chief Financial Officer, hereby certify that there are sufficient funds in the amount of \$1,375.00 in HEDC/City Planning Operating Current Fund Account No. 01-201-21-180-312; P.O. # 115974

Robert D. Cotter  
Robert D. Cotter, FAICP, PP, LEED-GA  
Planning Director

APPROVED: [Signature]  
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 1.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[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 T&M ASSOCIATES FOR A TRAFFIC IMPACT STUDY OF THE LACKAWANNA STATION AREA**

**Project Manager**

Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, FAICP/PP, Director	Naomi Hsu, AICP/PP, Senior Planner
Phone/email	201-547-5050, bobbyc@jcnj.org	201-547-5021, hsun@jcnj.org

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

**Contract Purpose**

The purpose of this contract is to hire T&M Associates to prepare a traffic impact study of the Lackawanna Station area, an area comprised of the Jersey Avenue Park and Jersey Avenue Light Rail Redevelopment Plan areas. The traffic impacts under two scenarios will be analyzed: 1) build-out of current zoning codified by the Jersey Avenue Park and Jersey Avenue Light Rail redevelopment plans and 2) build-out of a proposed bonus system that would allow developers to make contributions to a public improvement fund for a new station of the Hudson-Bergen Light Rail at 18<sup>th</sup> Street in exchange for additional development rights and increased density. The scope of work includes data collection (including traffic counts at key intersections), modeling (including determination of trip generation, trip distribution, and intersection levels of service), and report preparation.

**Cost (Identify all sources and amounts)**

HEDC/City Planning Operating Current Fund Account No. 01-201-21-180-312 (\$1,375.00)

**Contract term (include all proposed renewals)**

Four weeks

Type of award RFQ – Pre-qualified General Engineers

If "Other Exception", enter type

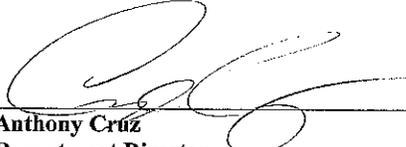
**Additional Information**

The estimated total contract amount is \$20,000.00. A temporary encumbrance of \$1,375.00 is available in HEDC/City Planning Operating Current Fund Account No. 01-201-21-180-312. The remaining balance will be made available under the City's 2015 calendar year temporary and/or permanent budget.

I certify that all the facts presented herein are accurate.

  
Robert D. Cotter, FAICP, PP, LEED-GA  
Division Director

1/20/15  
Date

  
Anthony Cruz  
Department Director

1/20/15  
Date

# **PROFESSIONAL SERVICES AGREEMENT**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey, located at 280 Grove St., Jersey City, New Jersey 07302 (“City”) and T&M ASSOCIATES, located at 11 Tindall Road, Middletown, New Jersey 07748 (“Consultant”).

**WHEREAS**, the City requires professional engineering services for a traffic impact study of the Lackawanna Station area; and

**WHEREAS**, the Consultant submitted a proposal dated December 16, 2014 (“Consultant’s Proposal”), in the amount of Nineteen Thousand Two Hundred Thirty Two Dollars and Zero Cents (\$19,232.00), attached hereto; and

**WHEREAS**, the Consultant has the skills and expertise necessary to undertake this project in matters relating to the analysis of traffic impacts and engineering services for the Project; and

**WHEREAS**, the City approved Resolution No. \_\_\_\_\_ on \_\_\_\_\_, 2015 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 III**  
**Contractual Relationship**

4. 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.

5. 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**

6. Compensation for the performance of professional services described in this Agreement will be in accordance with Consultant's Proposal, with a total contract amount not to exceed Nineteen Thousand Two Hundred Thirty Two Dollars and Zero Cents (\$19,232.00); and

7. Consultant shall submit to City invoices showing the services performed and the charges therefore in proportion to the work completed as described in Consultant's Proposal. A bi-weekly (once every two weeks) report (including but not limited to narrative description of the work performed, sample analysis report, photograph, etc.) must be attached to each invoice. Consultant understands that said invoices must be submitted to the governing body of City for approval prior to payment.

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.

## ARTICLE VI

### Personnel of the Consultant

11. 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.

12. All personnel assigned to the Project by the Consultant shall be required to cooperate fully with personnel assigned to the Project by the City and in the event the Consultant's personnel fails to cooperate, the Consultant shall relieve them of their duties on the Project when mutually agreed by both, the City and the Consultant.

## ARTICLE VII

### Progress Report

13. The Consultant shall prepare and send to the City on a bi-weekly (once every two weeks) basis a Consulting Progress 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 X**  
**Nondiscrimination**

18. In connection with the performance of work under this contract, the Consultant agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

**ARTICLE XI**  
**Compliance With Equal Employment Opportunity/Affirmative Action Plan**

19. If the Contract Agreement exceeds \$36,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

20. This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

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

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

**ARTICLE XIV**

**Entire Agreement**

24. This agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

25. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey

**ARTICLE XV**

**P.L. 2004, c.57 (N.J.S.A. 52:32-44)**

**MANDATORY BUSINESS REGISTRATION REQUIREMENTS**

**Non Construction Contracts**

26. P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40:11-2).

The 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.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

**CITY OF JERSEY CITY**

**ATTESTS:**

\_\_\_\_\_  
ROBERT J. KAKOLESKI  
Business Administrator

\_\_\_\_\_  
ROBERT BYRNE  
City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**T&M ASSOCIATES**

\_\_\_\_\_  
BY: \_\_\_\_\_

NAME  
TITLE

**APPROVED AS TO LEGAL FORM**

\_\_\_\_\_  
RAY REDDINGTON  
Assistant Corporation Counsel

**APPROVED FOR INSURANCE REQUIREMENTS**

\_\_\_\_\_  
MATTHEW HOGAN  
Risk Manager



**| YOUR GOALS. OUR MISSION.**

TMOH-14B24

December 16, 2014

Division of City Planning  
30 Montgomery Street – Suite 1400  
Jersey City, NJ 07302

**Re: Scope and Budget Proposal  
Traffic Impact Study for Lackawanna Station Redevelopment Plan  
Jersey City, Hudson County, NJ**

Dear Mr. Huang and Ms. Hsu,

T&M Associates (T&M) is pleased to submit our scope of services to provide a Traffic Impact Study for the proposed Lackawanna Station Redevelopment Plan. T&M is very familiar with Jersey City's documents related to this project; as well as the documents from the County. T&M's thorough knowledge of the area comes from the firm's prior work for the City, and our work within the County as their Consulting Engineer.

#### **PROJECT UNDERSTANDING**

The purpose of this study is to provide full build traffic analyses for the proposed Lackawanna Station Redevelopment Plan, which comprises the existing Jersey Avenue Park and Jersey Avenue Light Rail Redevelopment areas. Two scenarios will be evaluated – one with the build out parameters codified by the existing redevelopment plans and a second with bonus density parameters defined in the RFP based on the proposed addition of a Hudson-Bergen Light Rail station at 18<sup>th</sup> Street and Jersey Avenue. T&M has reviewed the Jersey Avenue Light Rail Redevelopment Plan, the Jersey Avenue Park Redevelopment Plan, the Hoboken/Jersey City Connectivity Study, and the Route 440/Routes 1&9 Multi-Use Urban Boulevard and Through Truck Diversion Concept Development Study and supplementary data in the RFP.

Several assumptions regarding the area have been made:

- The City will provide the existing Synchro model prior to the project kickoff meeting.
- The City will provide public transit ridership data for the Hudson-Bergen Light Rail and PATH train for stations in Jersey City prior to the project kickoff meeting (to be refined by T&M using U.S. Census data and modal splits assumed in the above referenced studies).
- The full build traffic analysis will be performed without implementation of the recommended transportation network from the Hoboken-Jersey City Connectivity Study.
- The study will not include impacts to pedestrian traffic.

#### **SCOPE OF SERVICES**

##### **Task 1: Data Collection**

Traffic count data exists at four key intersections in the study area:

- 14<sup>th</sup> Street and Jersey Avenue
- 18<sup>th</sup> Street and Jersey Avenue
- 18<sup>th</sup> Street and Marin Boulevard
- Newark Street and Jackson Street (in Hoboken)



**CONTRACT SCHEDULE**

A bar chart has been prepared to illustrate the schedule outlined in the RFP of one (1) month.

TASKS	DELIVERABLES	WEEK			
		1	2	3	4
<b>1: Data Collection</b>	TMC Traffic Counts				
<b>2: Data Analyses/Modeling</b>	Traffic Volume Diagrams Three (3) Synchro model configurations				
<b>3: Draft Report</b>	Draft Traffic Impact Study (email copy)				
<b>4: Final Report</b>	Ten (10) printed copies of final Traffic Impact Study plus one CD				
<b>5: Progress Status Updates</b>	One (1) kick-off meeting held with City staff Four (4) status meetings				

**FEE**

All tasks will be completed for a total fee of \$19,232, billed in accordance with our rate schedule.

**CLARIFICATIONS**

- Additional analyses, graphics and alternative schemes will be considered extra work.
- Additional meetings will be billed separately per our rate schedule and with prior authorization of the City.

We look forward to working with the City on this project. If you need additional information or have any questions regarding our proposal, please do not hesitate to contact me at 732.671.6400 or via email at JFlor@tandmassociates.com.

Very truly yours,

\_\_\_\_\_  
 Jaclyn J. Flor, PE, PP, CME,  
 Supervising Planner & Engineer

**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 T&M Associates (name of business entity) has not made any reportable contributions in the **\*\*one-year period preceding** TBD (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 T&M Associates (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: T&M Associates

Signed *[Signature]* Title: President & CEO

Print Name Gary C. Dahms Date: January 19, 2015

Subscribed and sworn before me  
this 19th day of January, 2015. \_\_\_\_\_ (Affiant)

My Commission expires: January 24, 2019 James K. Valenti, Esq., Chief Legal Officer  
(Print name & title of affiant) (Corporate Seal)

*Laura F. McCabe*

LAURA F. McCABE  
NOTARY PUBLIC  
NEW JERSEY  
My Commission Expires 1-24-19

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

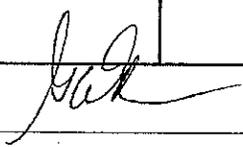
**PUBLIC DISCLOSURE INFORMATION**

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

**STOCKHOLDERS:**

Name	Address	% owned
Gary C. Dahms	2112 Castleton Court, Allenwood, NJ 08720	14.28

SIGNATURE : \_\_\_\_\_



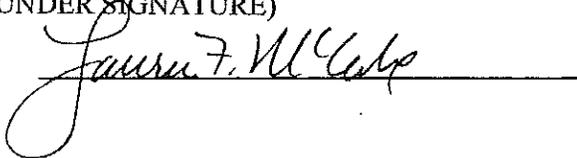
TITLE: President & CEO

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

January 19 OF 2015

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF New Jersey  
MY COMMISSION EXPIRES: 20  
January 24, 2019



**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).**

LAURA F. McCABE  
NOTARY PUBLIC  
NEW JERSEY  
My Commission Expires 1-24-19

**NON COLLUSION AFFIDAVIT**  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:

I certify that I am Gary C. Dahms, President & CEO  
of the firm of T&M Associates

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

(Signature of respondent) \_\_\_\_\_

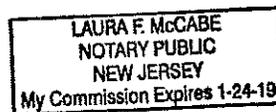
SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

\_\_\_\_\_  
January 19 OF 2015

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF New Jersey  
MY COMMISSION EXPIRES: January 24, 2019

**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).**



(REVISED 4/13)

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

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Gary C. Dahms, President & CEO

Representative's Signature: \_\_\_\_\_

Name of Company: T&M Associates

Tel. No.: 732.671.6400

Date: January 16, 2015

Certification

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**<sup>1589</sup>

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

**15-AUG-2013**

to

**15-AUG-2016**

**T & M ASSOCIATES  
11 TINDALL ROAD  
MIDDLETOWN**

**NJ 07748**



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

Andrew P. Sidamon-Eristoff  
State Treasurer

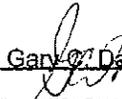
**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print): Gary G. Dahms, President & CEO  
Representative's Signature:   
Name of Company: T&M Associates  
Tel. No.: 732.671.6400 Date: January 16, 2015

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

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

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

Business Name: T&M Associates

Address: Eleven Tindall Road, Middletown, NJ 07748

Telephone No. : 732.671.6400

Contact Name: Gary C. Dahms, President & CEO

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**

09/13/01

**T & M ASSOCIATES  
ELEVEN TINDALL RD  
MIDDLETOWN NJ 07748**

Taxpayer Identification# 221-806-708/000

Dear Business Representative:

Recently enacted State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of their registration with the Department of the Treasury, Division of Revenue. The law became effective September 1, 2001.

Our records indicate that you are currently registered with the Division of Revenue, and accordingly, we have attached a Proof of Registration Certificate for your use. If you are currently under contract or entering into a contract with a State, county or local agency, you must provide a copy of the certificate to the contracting agency.

Please note that the law sets forth penalties for non-compliance with the provisions above. See N.J.S.A. 54:52-20.

Finally, please note that the new law amended Section 92 of the Casino Control Act, which deals with the casino service industry.

Should you have any questions or require more information about the attached certificate, or are involved with the casino service industry, call (609) 292-1730.

Thank you in advance for your consideration and cooperation.

Sincerely,



Patricia A. Chiacchio  
Director, Division of Revenue

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: <b>T &amp; M ASSOCIATES</b>	TRADE NAME:	
TAXPAYER IDENTIFICATION#	CONTRACTOR CERTIFICATION# <b>0063800</b>	
ADDRESS <b>ELEVEN TINDALL RD MIDDLETOWN NJ 07748</b>	ISSUANCE DATE: <b>09/13/01</b>	
EFFECTIVE DATE: <b>03/21/86</b>	 Director, Division of Revenue	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

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

City Clerk File No. \_\_\_\_\_ Res. 15.063 \_\_\_\_\_

Agenda No. \_\_\_\_\_ 10.Z.4 \_\_\_\_\_

Approved: \_\_\_\_\_ JAN 28 2015 \_\_\_\_\_

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO MASER CONSULTING P.A. FOR DESIGN AND ENGINEERING SERVICES ON THE MLK DRIVE STREETScape REVITALIZATION IMPROVEMENTS, J.C. PROJECT 14-005, DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

COUNCIL AS A WHOLE  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, the City of Jersey City requires the services of a Professional Engineering firm to provide design and engineering services on the Martin Luther King Drive Streetscape Revitalization Improvements between McAdoo and Communipaw Avenue, which involves upgrades to the paved roadway and includes milling, resurfacing, solar powered charging stations, signage, striping, lighting and other miscellaneous items between curbs; and

**WHEREAS**, the City Engineer sent out three (3) Request For Proposal's, SAM SCHWARTZ ENGINEERING, BOSWELL ENGINEERING, and MASER CONSULTING P.A., and received three proposals from professional engineering firms; and

1. SAM SCHWARTZ ENGINEERING.....\$164,200.00
2. BOSWELL ENGINEERING.....\$ 93,760.00
3. MASER CONSULTING.....\$ 68,450.00

**WHEREAS**, the proposals were evaluated on the basis of the firms' experience, background of personnel, understanding scope of the project, project cost, Jersey City needs, project manager's experience and broad based experience related to comprehensive infrastructure improvements; and

**WHEREAS**, after careful review by the Division of Architecture, Engineering, Traffic and Transportation, we are recommending to award a Professional Engineering contract to Maser Consulting P.A. because of their experience in all aspects of Municipal Engineering, for a total contract cost of \$68,450.00 in accordance with their proposal dated December 29, 2014; and

**WHEREAS**, these services qualify as professional services exempt from bidding under the Local Public Contracts Law, N.J.S.A. 40A: 11-5(1)(a)(i); and

**WHEREAS**, in accordance with the New Jersey Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq., on March 10, 2014, through a "fair and open process", the City publicly advertised a Request for Qualifications for general civil engineering services, made returnable April 4, 2014 (RFQ), and the City evaluated each firm as to its qualifications to provide these services; and

**WHEREAS**, Maser Consulting P.A. submitted a Qualification Statement in response to the City's RFQ and is a pre-qualified engineering firm; and

City Clerk File No. Res. 15.063Agenda No. 10.Z.4 JAN 28 2015

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO MASER CONSULTING P.A. FOR DESIGN AND ENGINEERING SERVICES ON THE MLK DRIVE STREETScape REVITALIZATION IMPROVEMENTS, J.C. PROJECT 14-005, DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

**WHEREAS**, Maser Consulting P.A. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, Maser Consulting P.A. has submitted the required EEO/AA compliance forms; and

**WHEREAS**, funds for this expenditure are available from 2015 General Engineering Account No: 04-215-55-948-990 (Professional Services),

Requisition #0168667 PO 115969 \$68,450.00 Base

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

- 1) The Mayor or Business Administrator hereby is authorized to award a Professional Engineering Services contract to Maser Consulting P.A., 331 Newman Springs Road, Suite 203, Red Bank, New Jersey 07701 for a sum of \$68,450.00.
- 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 modification 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).
- 5) A copy of this Resolution 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) 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.

City Clerk File No. Res. 15.063

Agenda No. 10.Z.4 JAN 28 2015

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO MASER CONSULTING P.A. FOR DESIGN AND ENGINEERING SERVICES ON THE MLK DRIVE STREETScape REVITALIZATION IMPROVEMENTS, J.C. PROJECT 14-005, DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

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-1 et seq.

Funds for this expenditure are available from 2015 General Engineering Account No: 04-215-55-948-990 (Professional Services),

Requisition #0168667 PO 115969 \$68,450.00 Base

Approved: Shyue Cheng (Stanley) Huang  
Shyue Cheng (Stanley) Huang, P.E.,  
Municipal Engineer

B.D.

APPROVED: [Signature]  
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											
				1 28 15							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[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 MASER CONSULTING P.A. FOR MLK DRIVE STREETSCAPE REVITALIZATION IMPROVEMENTS, J.C. PROJECT #E-14-005, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

**Project Manager**

Department/Division	ADMINISTRATION	ARCH, ENG. TRAFFIC & TRANS.
Name/Title	Stanley Huang	Municipal Engineer
Phone/email	201-547-5965	Stanley@jcnj.org

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

There exists a need for a consulting engineering firm to perform design and engineering services for the MLK Drive Streetscape Revitalization Improvements between McAdoo and Communipaw Avenue; scope of work involves upgrade to the paved roadway includes milling, roadway repair, solar charging stations, signage, striping, lighting and other miscellaneous items between curbs.

**Cost (Identify all sources and amounts)**

General Engineering Account:  
Professional Services Acct: 04-215-55-948-990  
Req. 0168667 Amt.\$68,450.00 - Proposal

**Contract term (include all proposed renewals)**

Once approved, contract will be for 12 months.

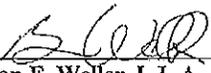
Type of award

If "Other Exception", enter type

**Additional Information**

MASER CONSULTING P.A. is an engineering firm who has completed numerous streetscape improvement projects and is highly qualified to undertake this project and did submit a proposal for its services on December 29, 2014.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Brian F. Weller, L.L.A  
Signature of Department Director

January 20, 2015  
Dated

# **PROFESSIONAL SERVICES AGREEMENT**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey, located at 280 Grove St., Jersey City, New Jersey 07302 (“City”) and MASER CONSULTING P.A., located at 331 Newman Springs Road, Suite 203, Red Bank, New Jersey 07701 (“Consultant”).

**WHEREAS**, the City requires professional engineering services for the Martin Luther King Drive Streetscape Revitalization Improvements, Jersey City Project 14-005 (“Project”); and

**WHEREAS**, the City requires professional engineering services to implement design plans and engineering services for the Project; and

**WHEREAS**, the Consultant submitted a proposal dated December 29, 2014 (“Consultant’s Proposal”), in the amount of Sixty Eight Thousand Four Hundred Fifty Dollars and Zero Cents (\$68,450.00), attached hereto; and

**WHEREAS**, the Consultant has the skills and expertise necessary to undertake this project in matters relating to the design of streetscapes and engineering services for the Project; and

**WHEREAS**, the City approved Resolution No. \_\_\_\_\_ on \_\_\_\_\_, 20\_\_ 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 professional services to implement the Project, the Martin Luther King Drive Streetscape Revitalization Improvements, Project No. 14-005; and

## **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 Consultant's Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of Consultant's Proposal, the provisions of this Agreement shall govern over the provisions of Consultant's Proposal.

2. Such described services shall be performed 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 produced in writing and signed by authorized representatives of the City and Consultant. Any modifications which increase the compensation of Consultant shall require the prior authorization of the governing body of the City.

### **ARTICLE III**

#### **Contractual Relationship**

4. 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.

5. 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**

6. Compensation for the performance of design and professional services described in this Agreement will be in accordance with Consultant's Proposal, with a total contract amount not to exceed Sixty Eight Thousand Four Hundred Fifty Dollars and Zero Cents (\$68,450.00); and

7. Consultant shall submit to City invoices showing the services performed and the charges therefore in proportion to the work completed as described in Consultant's Proposal. Monthly report (including but not limited to narrative description of the work performed, sample analysis report, photograph, etc.) must be attached to each invoice. Consultant understands that said invoices must be submitted to the governing body of City for approval prior to payment.

## ARTICLE V

### Insurance

8. Consultant shall purchase and maintain the required insurance during the term of this Contract. The Respondent shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Insurance requirements are as follows:

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

9. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance, shall be kept in force until submission of the Consultant's final invoice.

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

10. Before commencing the work, the Consultant shall furnish the City certificates of such insurance upon execution of this Contract. Except for workers'

compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number – Project No. 10-018.

#### **ARTICLE VI**

##### **Personnel of the Consultant**

11. 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.

12. All personnel assigned to the Project by the Consultant shall be required to cooperate fully with personnel assigned to the Project by the City and in the event the Consultant's personnel fails to cooperate, the Consultant shall relieve them of their duties on the Project when mutually agreed by both, the City and the Consultant.

#### **ARTICLE VII**

##### **Progress Report**

13. The Consultant shall prepare and send to the City on a monthly basis a Consulting Progress Monthly Payment Schedule Report giving the status of the Project. If progress is delayed for any reason, the Consultant shall state the reason for such delay in this report.

## **ARTICLE VIII**

### **Suspension or Termination**

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

15. **Suspension:** City shall have the right to suspend this Agreement at any time, and for any reason, direct the Consultant to stop work under this contract for a period of time, upon seven (7) days written notice. The Consultant shall resume work as directed by the City, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the City for damages or extra remuneration except reasonable costs incurred by Consultant in connection with the suspension of work, and shall have no further claim against City with respect thereto.

## **ARTICLE IX**

### **Arbitration**

16. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

17. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Architecture, Engineering, Traffic and Transportation of the City or any claim or dispute covered by this Article.

**ARTICLE X**  
**Nondiscrimination**

18. In connection with the performance of work under this contract, the Consultant agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

**ARTICLE XI**  
**Compliance With Equal Employment Opportunity/Affirmative Action Plan**

19. If the Contract Agreement exceeds \$36,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

20. This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

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

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

- b. A photocopy of a Certificate of Employee Information Report Approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

## ARTICLE XII

### Compliance With Americans With Disabilities Act of 1990

22. Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Consultant is required to read Americans with Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The Consultant is obligated to comply with the Act and to hold the owner harmless.

## ARTICLE XIII

### Indemnity

23. The Consultant shall be liable to and hereby agrees to indemnify and hold harmless the City and employees of the City from any damages and from costs and expenses to which the City and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission or negligent act of the Consultant or anyone employed by the Consultant in the performance of this contract. Said agreement shall indemnify and defend the City and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

**ARTICLE XIV**

**Entire Agreement**

24. This agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

25. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey

**ARTICLE XV**

**P.L. 2004, c.57 (N.J.S.A. 52:32-44)**

**MANDATORY BUSINESS REGISTRATION REQUIREMENTS**

**Non Construction Contracts**

26. P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40:11-2).

The 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**

27. This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Consultant, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Consultant, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

**CITY OF JERSEY CITY**

**ATTESTS:**

\_\_\_\_\_  
ROBERT J. KAKOLESKI  
Business Administrator

\_\_\_\_\_  
ROBERT BYRNE  
City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**MASER CONSULTING P.A.**

\_\_\_\_\_

BY: \_\_\_\_\_

NAME  
TITLE

**APPROVED AS TO LEGAL FORM**

\_\_\_\_\_  
BHAVINI A. DOSHI  
Assistant Corporation Counsel

**APPROVED FOR INSURANCE REQUIREMENTS**

\_\_\_\_\_  
MATTHEW HOGAN  
Risk Manager

**NON COLLUSION AFFIDAVIT**  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:

I certify that I am Richard M Maser, PE, PP, CEO/President  
of the firm of Maser Consulting P.A.

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25)

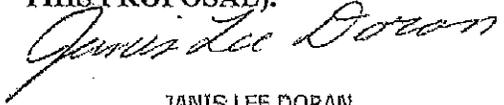
(Signature of respondent)   
Richard M Maser, PE, PP, CEO/President

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY January 14 OF 20 15

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF New Jersey  
MY COMMISSION EXPIRES: ~~22~~ October 31, 2015

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).



JANIS LEE DORAN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Oct. 31, 2015



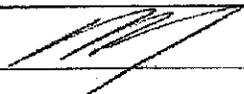
**PUBLIC DISCLOSURE INFORMATION**

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

**STOCKHOLDERS:**

Name	Address	% owned
Richard M Maser	68 Rivergate Way, Long Branch, NJ 07740	55.55%

SIGNATURE :



TITLE:

Richard M Maser, PE, PP, CEO/President

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

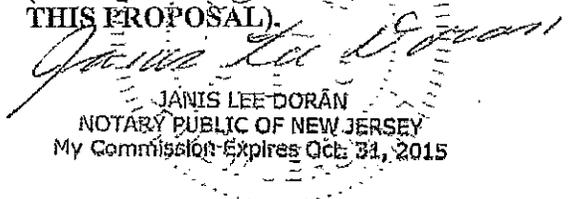
January 14

OF 20 15

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF New Jersey  
MY COMMISSION EXPIRES: 20 October 31, 2015

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).



Janis Lee Doran  
JANIS LEE DORAN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Oct. 31, 2015



Engineers  
 Planners  
 Surveyors  
 Landscape Architects  
 Environmental Scientists

**Corporate Headquarters**  
 331 Newman Springs Road, Suite 203  
 Red Bank, NJ 07701  
 T: 732.383.1950  
 F: 732.383.1984  
 www.maserconsulting.com

December 29, 2014

Stanley Huang, P.E.  
 City Engineer  
 City of Jersey City  
 280 Grove Street  
 Jersey City, NJ 07302

Re: Cost Proposal for Professional Services  
 MLK Drive Streetscape Revitalization Improvements  
 Between McAdoo Avenue & Communipaw Avenue  
 Jersey City, Hudson County, New Jersey  
MC Proposal No. 14002407P

Dear Mr. Huang:

Maser Consulting, P.A. is pleased to submit this Cost Proposal to perform design and engineering services for the MLK Drive Streetscape Revitalization Improvements, located between McAdoo Avenue and Communipaw Avenue. The scope of work associated with this cost proposal is outlined in detail in our Technical Proposal submitted under a separate cover. The fees are all inclusive of labor, materials and expenses.

**COST PROPOSAL**

For your convenience we have broken down the total estimated cost of the project into the categories identified within the Proposal Scope of Services.

**PHASE 1.0 Preliminary Investigations and Surveys**

Task 1.1 Mobile LiDar and Base Map surveys	\$ 12,950.00
Task 1.2 Geotechnical Exploration	\$ 9,500.00

**PHASE 2.0 Design/Construction Plans/Technical Specifications** \$ 46,000.00

**TOTAL FIXED FEE COST** **\$ 68,450.00**

Attached please find our Standard Hourly Rate Schedule.





Stanley Huang, P.E.  
MC Proposal No. 14002407P  
December 29, 2014  
Page 2 of 2

Should you have any questions or require any additional information, please do not hesitate to contact me.

Very truly yours,

MASER CONSULTING P.A.

A handwritten signature in black ink, appearing to read 'J. Priolo', written over a faint circular stamp.

James A. Priolo, P.E., P.P., C.M.E.  
Principal Engineer

JAP/sab

cc: Leonardo E. Ponzio, PLS, Maser Consulting (via e-mail)  
Paul Nolan, P.E., Maser Consulting (via e-mail)  
Ron Nowak, Maser Consulting (via e-mail)  
Andrew Lim, Senior Engineer, Jersey City (via e-mail)

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Engineers  
Planners  
Surveyors  
Landscape Architects  
Environmental Scientists

**Corporate Headquarters**  
331 Newman Springs Road, Suite 203  
Red Bank, NJ 07701  
T: 732.383.1950  
F: 732.383.1984  
[www.maserconsulting.com](http://www.maserconsulting.com)

December 29, 2014

**VIA E-MAIL & U.S. MAIL**

Stanley Huang, P.E.  
City Engineer  
City of Jersey City  
280 Grove Street  
Jersey City, NJ 07302

Re: Proposal for Professional Services  
MLK Drive Streetscape Revitalization Improvements  
Between McAdoo Avenue & Communipaw Avenue  
Jersey City, Hudson County, New Jersey  
MC Proposal No. 14002407P

Dear Mr. Huang:

Maser Consulting P.A. is pleased to submit this proposal to provide design and engineering services regarding the proposed streetscape revitalization improvements to MLK Drive located in Jersey City, Hudson County, New Jersey. The area of roadway improvements is located between McAdoo Avenue and Communipaw Avenue. The scope of improvements generally involves upgrades to the paved roadway area including milling, roadway base repair, utility structure upgrades to the manholes and drainage inlets, signage and striping upgrades, crosswalk upgrades, a complete bituminous overlay and other miscellaneous items between the curbs. Additionally, solar power features will be incorporated into the project including solar power on the street lighting and providing solar powered charging stations for charging mobile devices, laptops, etc.

This proposal is divided into three sections as follows:

- Section I – Scope of Services
- Section II – Business Terms and Conditions
- Section III – Client Contract Authorization

A Cost Proposal with a Schedule of Hourly Rates is being provided under separate cover as specified in the Request for Proposals.

The following scope of services has been separated into phases so that it may be more easily reviewed. The order in which the phases are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Maser Consulting to meet project schedules.





## SECTION I – SCOPE OF SERVICES

### PHASE 1.0 PRELIMINARY INVESTIGATIONS & SURVEYS

#### Task 1.1 Mobile LiDar and Base Map Surveys

Since the limits of roadway improvements extend over 8,000 LF, Maser Consulting will consider utilizing its mobile LiDar laser 3D mapping technology to perform the base mapping for this project. LiDar gathers millions of geospatially accurate, high resolution data points that can create a virtual reality of this area down to the smallest detail. This technology is capable of collecting the virtual features of visible items along this roadway, including above ground utilities, manholes, inlets, curb and sidewalk and all features on the sidewalks, the building fronts and all other relevant features which will help us with our various designs to meet the goals of this project. A detailed base map will be developed for the basis of our design and for assurance that everything is designed relative to the scope of work. Ground survey control, verification points and other necessary control features will be performed as necessary.

We will also be able to incorporate elevations to any features as needed to finalize our designs. An added benefit to the City would be that the data collected would always be available to the City for future use should there be a need for other improvements in the future. The data is stored in the cloud and can be extracted upon request and converted to a specified base map or other type of plan such as a 3-D image.

#### Task 1.2 Geotechnical Exploration

The investigation will include obtaining 12 representative pavement cores and performing 4-foot deep test borings at the core locations. The drilling and coring will be performed under full-time observation of a geotechnical professional from Maser Consulting. Four (4) inch diameter cores will be obtained for the full depth of the pavement. Test Borings will be advanced to a maximum depth of four (4) feet to identify the subgrade conditions.

Soil samples will be recovered using a 2-inch O.D. split-spoon sampler driven by a 140-pound hammer, free falling 30 inches in accordance with ASTM D-1586. The soil samples will be visually classified in accordance with the Burmister and the Unified Soil Classification System (USCS).

The results of the pavement coring and test borings will be presented in a written report and used in the flexible pavement design.

We propose to provide the following scope of services:

1. Retain a drilling contractor to advance two (2) days of coring and test borings along the proposed section of roadway using a pavement coring machine and truck mounted drilling equipment;



2. If required and paid for separately, the drilling contractor will arrange for traffic control through local authorities and in accordance with municipal requirements;
3. Locate cores and test borings based upon measurements from existing site features and base map information at the time of our field exploration program. No elevations will be determined;
4. Provide full-time technical observation of the work of the drilling contractor. Technical observations will be performed by geotechnical technicians or geologists under the direct supervision of the project Geotechnical Engineer;
5. Obtain pavement cores and representative soil samples encountered below the pavement. Laboratory testing is at the sole discretion of the Geotechnical Engineer;
6. Evaluate and prepare test boring logs indicating the pavement section and the types of soil underlying the pavement section;
7. To provide pavement core information based on visual inspections and general soil recommendations regarding pavement subgrades, structural fill and allowable capacity of on-site soils or other pavement subgrade requirements for the proposed construction. No specific pavement designs are included as part of this section of the proposal;
8. To present the results of our subsurface exploration services, engineering evaluation and subsequent geotechnical recommendations in the form of a formal report (3 copies).

This task does not include the following items within the scope of work;

- Testing of asphalt cores for pavement constituents.
- Traffic control has been excluded from our scope of work. The cost of traffic control if needed for police oversight or due to local regulations, municipal or other requirements will be the responsibility of the City or can be provided under a separate proposal.
- Survey for test boring locations and elevations.
- This proposal does not include exploratory or testing work, interpretations or conclusions related to determination of potential chemical, toxic, radioactive or other type of contaminants on site.



## **PHASE 2.0 DESIGN/CONSTRUCTION PLANS/TECHNICAL SPECIFICATIONS**

Maser Consulting will perform the following activities associated with the design and construction documents portions of this project:

- 2.1 Complete construction plans for the improvements discussed in the scope of work. The construction plan set shall consist of the following drawings:
  - Cover Sheet with Key Map
  - Quantities, Notes and Legend
  - Layout/Site and Grading(if necessary) Plans
  - Signage and Striping Plans
  - Lighting/Solar/Electrical Plans with Details
  - Construction Plans
  - Construction Details
  - Soil erosion Plans
- 2.2 Meet with Traffic Safety Officers to review traffic control and protection measures to be implemented into the construction plans.
- 2.3 Perform a solar feasibility analysis on adding solar to the street lighting and incorporating five (5) solar charging stations spaced along the subject route. Upon review and acceptance of the plan from the City, the chosen design improvements will be incorporated into the construction documents.
- 2.4 Prepare a construction cost estimate.
- 2.5 Prepare full technical specifications and incorporate the City's Boiler Plate documents.
- 2.6 Submit plans to utility companies having services within project limits for review and comment.
- 2.7 Submit documents to the NJDOT Local Aid office for approval and to obtain NJDOT Design Certification.
- 2.8 Furnish one (1) copy of the final construction plans in pdf format and AutoCAD electronic format. Furnish one (1) copy of specifications in word and pdf format, one (1) unbound copy, and five (5) bound copies of the specifications.

## **EXCLUSIONS AND UNDERSTANDINGS**

Services relating to the following items are not anticipated for the project. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement:



- Services not specifically outlined above in Section I;
- Construction Administration, Construction Specifications, Construction Stake-Out and/or additional field surveying information except as noted;
- Geotechnical exclusions as previously noted;
- Light pole footing, circuiting and/or electrical design of the proposed site lighting;
- Detailed roadway cross-sections and profile sheets;
- Design work associated with the existing concrete curbs, sidewalks, and handicap ramps;
- Surveyed R.O.W. and property lines. Our plans will show approximate locations.
- Changes or revisions beyond our control or changes in basic concept after design service has been accomplished; and
- Substantial plan revisions, changes, or preparation of additional design support requested by regulatory agencies during the course of project review.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary Maser Consulting may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra services.



## **SECTION II – BUSINESS TERMS AND CONDITIONS**

Maser Consulting P.A. agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Maser Consulting P.A. and said Client.

### **1.0 SCOPE OF SERVICES:**

A description of the services to be provided by Maser Consulting P.A. will be presented and agreed to in written form, whenever possible. Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Maser Consulting P.A. will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Maser Consulting P.A. may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services (Note: Current Rate Schedule as set forth in Section III is attached hereto and made part hereof).

The proposed fees set forth in this Agreement shall be open for acceptance for sixty (60) days from the proposal date. If the Agreement is signed after that date, the proposed fees may be adjusted prior to commencement of services, subject to agreement by the Client and Maser Consulting P.A.

Where Lump Sum or Unit Price Contracts are signed, and services provided by Maser Consulting P.A. extend beyond a date 12 months after the date of execution of this Agreement, Maser Consulting reserves the right to increase such contract amounts in accordance with the Regions Consumer Price Index. In the event that a Lump Sum or Unit Price Contract is partially completed at such time that the price is to be adjusted, Maser Consulting P.A. reserves the right to increase the balance of the fee still to be billed as of the anniversary date. Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, Maser Consulting P.A. reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

### **2.0 STANDARD OF CARE:**

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

### **3.0 INVOICES:**

Maser Consulting P.A. bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Maser Consulting P.A. reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Maser Consulting P.A. reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Maser Consulting P.A. are charged to the Client at cost plus an up-charge not to exceed 20 percent of the invoice for said services.

Client shall pay Maser Consulting P.A. for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

### **4.0 PAYMENT:**

Maser Consulting P.A. bills are payable in full UPON RECEIPT and payment is expected within thirty (30) days. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to an attorney for collection. Client shall be responsible for court costs and reasonable attorney fees.

In addition, where payment is not received in accordance with the terms of this contract, Maser Consulting P.A. reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Maser Consulting P.A. Maser Consulting P.A. will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Maser Consulting P.A. will withdraw all pending applications for the project.

### **5.0 RETAINER:**

Maser Consulting P.A. reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.

### **6.0 RIGHT OF ENTRY/JOBSITE:**

Client will provide for right of entry for Maser Consulting P.A. personnel and equipment necessary to complete our services. While Maser Consulting P.A. will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services, some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Maser Consulting P.A. all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Maser Consulting P.A. for proper performance of its services. Maser Consulting P.A. shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Maser Consulting P.A. assumes no responsibility or liability for their accuracy or completeness.



Maser Consulting P.A. will not direct, supervise, or control the work of Client's contractors or their subcontractors. Maser Consulting P.A. shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Maser Consulting P.A.'s services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures. Maser Consulting P.A. does not guarantee the performance of the construction contract by the Client's contractors or the subcontractors and Maser Consulting P.A. does not assume responsibility for the Client's contractors' or subcontractors' failure to furnish and perform their work in accordance with the Contract Documents.

Maser Consulting P.A. shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Maser Consulting P.A. or its employees or subcontractors on a site shall imply that Maser Consulting P.A. controls the operations of others, nor shall this be construed to be an acceptance by Maser Consulting P.A. of any responsibility for jobsite safety.

#### **7.0 UTILITIES:**

In the execution of our services Maser Consulting P.A. will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Maser Consulting P.A. harmless and defend and indemnify Maser Consulting P.A. for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

#### **8.0 TERMINATION OR SUSPENSION OF SERVICES:**

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Maser Consulting P.A. at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Maser Consulting P.A. shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Maser Consulting P.A. harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Maser Consulting P.A. shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Maser Consulting P.A. may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Maser Consulting P.A. in completing such analyses, records and reports.

#### **9.0 SUBCONTRACTORS:**

Maser Consulting P.A. prefers that its Clients directly retain other contractors whose services are required in connection with field services for a project (e.g., drillers, analytical laboratories, transporters, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such contractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other contractors, or for their failure to perform any work, regardless of whether we hire them directly as subcontractors, or only coordinate and monitor their work. When Maser Consulting P.A. does engage a subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Maser Consulting P.A. its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another contractor or subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those contractors or subcontractors. In consideration of such indemnity and waiver, Maser Consulting P.A. agrees to assign its rights and/or claims against those contractors or subcontractors pursuant to the contractors' or subcontractors' agreements with Maser Consulting P.A. to the Client.

#### **10.0 AGREED REMEDY:**

Maser Consulting P.A. shall be liable to the Client only for direct damages to the extent caused by Maser Consulting P.A.'s negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL MASER CONSULTING P.A. BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Maser Consulting P.A. has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Maser Consulting P.A. and Maser Consulting P.A.'s officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Maser Consulting P.A.'s services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Maser Consulting P.A. under this Agreement, not including reimbursable expenses and any subconsultant fees rendered on the project.

It is intended by the parties to this Agreement that Maser Consulting P.A.'s services in connection with the project shall not subject Maser Consulting P.A.'s individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and /or asserted only against Maser Consulting P.A., a New Jersey corporation, and not against any of Maser Consulting P.A.'s employees, officers or directors.

#### **11.0 LIABILITY TO THIRD PARTIES:**

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Maser Consulting P.A. harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Maser Consulting P.A.

#### **12.0 INDEMNIFICATION:**

Maser Consulting P.A. shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Maser Consulting P.A. and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Maser Consulting) from and against all claims, damages, losses and



expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Maser Consulting or any claims against Maser Consulting arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Maser Consulting is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Maser Consulting from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Maser Consulting which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Maser Consulting. This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Maser Consulting of obligations under this Agreement.

#### 13.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Maser Consulting P.A.

Maser Consulting P.A. shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Maser Consulting P.A., increase Maser Consulting P.A.'s contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Maser Consulting P.A., and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Maser Consulting P.A. Maser Consulting P.A.'s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Maser Consulting P.A. because of this Agreement of Maser Consulting P.A.'s performance or nonperformance of services hereunder.

#### 14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Maser Consulting P.A. are and remain the property of Maser Consulting P.A. as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Maser Consulting P.A.'s Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Maser Consulting P.A., or for future modifications to this project, without Maser Consulting P.A.'s express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Maser Consulting P.A. will be at the Client's sole risk and without liability to Maser Consulting P.A. or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Maser Consulting P.A. from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Maser Consulting P.A. shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Maser Consulting P.A. makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Maser Consulting P.A. and Maser Consulting P.A.'s consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Maser Consulting P.A., shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

#### 15.0 GENERAL CONDITIONS:

Maser Consulting P.A. shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Maser Consulting P.A.'s services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Maser Consulting P.A., could not have been reasonably foreseen and provided for, such delay will entitle Maser Consulting P.A. to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Maser Consulting P.A. will notify Client of particulars, and Client will pay for such increase. When such delays beyond Maser Consulting P.A.'s reasonable control occur, the Client agrees that Maser Consulting P.A. shall not be responsible for damages, nor shall Maser Consulting P.A. be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

#### 16.0 CONSTRUCTION OBSERVATION SERVICES:

If the Scope of Services for this Agreement includes construction observation services, then the following provisions shall apply:

During the project construction phase, Maser Consulting P.A. shall consult with and advise Client and act as Client's representative as provided in the Scope of Services provided in Maser Consulting P.A.'s Proposal. The extent and limitations of the duties, responsibilities and authority of Maser Consulting P.A. as outlined in the Scope of Services provided in Maser Consulting P.A.'s Proposal shall not be modified, except as Maser Consulting P.A. and Client may otherwise agree in writing.

Maser Consulting P.A. services during the construction phase are intended to provide Client a greater degree of confidence that the completed work of Contractor will conform in general to the approved plans and related documents. Maser Consulting P.A. shall not be required to make exhaustive or continuous on-site inspections to



check the quality or quantity of the Work and Maser Consulting P.A. shall not, during visits to the project site or as a result of observation of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Maser Consulting P.A. have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, Maser Consulting P.A. neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform its work in accordance with the Contract Documents.

If the Scope of Services for this Agreement includes Design Services but does not include Construction Phase Services, then the following provisions shall apply:

It is understood and agreed that Maser Consulting P.A.'s services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that the Client will provide such services. The Client assumes all responsibility for any interpretation of the Contract Documents or construction observation and supervision performed by others and expressly waives any claims against Maser Consulting P.A. that may be in any way connected thereto.

In addition the Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold Maser Consulting P.A. harmless from any loss, claim or cost, including reasonable attorney's fees and cost of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the design plans, reports, or any other documents produced by Maser Consulting P.A.

If the Client requests in writing that Maser Consulting P.A. provide any specific construction phase services and if Maser Consulting P.A. agrees in writing to provide such services, Maser Consulting P.A. shall be compensated in accordance with a written Agreement between the Client and Maser Consulting P.A.

#### **17.0 OPINIONS OF PROBABLE COST:**

In reviewing Maser Consulting P.A.'s opinions of probable construction cost, the Client understands that Maser Consulting P.A. has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that any opinions of probable construction costs provided by Maser Consulting P.A. are to be made based on Maser Consulting P.A.'s judgment, qualifications and experience as a design professional familiar with the construction industry. Maser Consulting P.A. makes no representation or warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

#### **18.0 HAZARDOUS MATERIALS:**

If the Scope of Services for this Agreement does not include services related to hazardous materials, then the following provision shall apply:

It is acknowledged by both parties that Maser Consulting P.A.'s Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event Maser Consulting P.A. or any other party encounters asbestos or hazardous or toxic materials at the project site, or should it become known in any way that such materials may be present at the project site or any adjacent areas that may affect the performance of Maser Consulting P.A.'s services, Maser Consulting P.A. may, at its sole option and without liability for consequential or any other damages, suspend performance of services on the project until the Client takes steps to identify, abate and/or remove the asbestos or hazardous or toxic materials, and to warrant that the project site is in full compliance with applicable laws.

If the Scope of Services for this Agreement includes services related to hazardous materials, then the following provision shall apply:

In consideration of the substantial risks to Maser Consulting P.A. posed by the presence or suspected presence of asbestos or hazardous or toxic materials on or about the project site, the Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Maser Consulting P.A., its officers, directors, employees, agents and independent consultants and any of them from all claims and losses, including reasonable attorney's fees and defense costs, arising out of, or in any way connected with, the performance or nonperformance of the obligations under this Agreement unless and until there has been an adjudication by a court or forum of competent jurisdiction that the claims at issue are a direct result of sole negligence of Maser Consulting P.A.

#### **19.0 TOPOGRAPHIC MAPPING:**

If the Scope of Services for this Agreement includes topographic mapping, then the following provisions shall apply:

Maser Consulting P.A. shall perform the services necessary to produce the required topographic mapping and/or shall retain an independent sub consultant to perform topographic mapping services. The topographic mapping shall be prepared in conformance with generally accepted standards for aerial mapping services. Maser Consulting P.A.'s sole responsibility and liability with regard to the accuracy or completeness of the topographic mapping is limited to the correction of any inaccurate information, and this shall be the Client's sole remedy related to the adequacy or accuracy of the topographic mapping and any information derived from the data.

If the location of subsurface information (i.e., underground utilities, storage tanks, structures, etc.) is to be provided by Maser Consulting P.A., the topographic survey shall be limited to the extent of the information provided by the Client or others. Maser Consulting P.A. shall not be responsible for any unknown conditions not identified in the information provided to Maser Consulting P.A. or any unknown condition beyond the reasonable scope of the information obtained as a result of any testing, test pit excavations, boring, or samples taken by Maser Consulting P.A.

#### **20.0 EARTHWORK ANALYSIS:**

In reviewing Maser Consulting P.A.'s earthwork analysis, calculations, reports or opinions, the Client understands that Maser Consulting P.A.'s data is based on the topographic mapping used as a Base Map for plan preparation and that this topographic mapping has certain standard tolerances and accuracy limits. The Client further understands that due to earthwork differences that result from topographic map accuracy limitations, construction changes, topsoil depth, replacement of unsuitable soils, weather conditions, construction methods, soil conditions, earthwork calculation methods, soil volume calculation methods and other factors, some of which are unique to each contractor and construction site, it is not possible to definitively predict quantities that will ultimately be determined to be associated with a particular project. Earthwork data provided by Maser Consulting P.A. is provided to assist the Client in understanding the general earthwork requirements. Since some degree of uncertainty may still exist, Maser Consulting P.A.'s sole responsibility and liability with regard to the accuracy or completeness of the earthwork analysis is limited to the correction of any inaccurate information. To determine actual quantities and costs associated with required earthwork, the Client must solicit actual construction bids from qualified contractors and must require such contractors to determine existing topographic conditions, subgrade conditions, construction plans and procedures.

#### **21.0 GOVERNING LAW:**

The laws of the State within which the project is being performed will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be sought in that State or in a Federal Court, venued in that State.

#### **22.0 INVALID TERMS:**

In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.



Stanley Huang, P.E.  
MC Proposal No. 14002407P  
December 29, 2014  
Page 10 of 11

**23.0 SURVIVAL:**

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of Maser Consulting P.A. under this Agreement or the termination of this Agreement for any reason.

**24.0 ENTIRE AGREEMENT:**

This Agreement comprises the final and complete Agreement between the Client and Maser Consulting P.A. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Maser Consulting P.A.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.



**SECTION III – CLIENT CONTRACT AUTHORIZATION**

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

If you find this proposal acceptable, please sign where indicated above in Section IV, and return one signed copy to this office. Invoices are due within 30 days. This proposal is valid until February 27, 2015.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,

MASER CONSULTING P.A.

James A. Priolo, P.E., P.P., C.M.E.  
Principal Engineer

JAP/sab

cc: Leonardo E. Ponzio, PLS, Maser Consulting (via e-mail)  
Paul Nolan, P.E., Maser Consulting (via e-mail)  
Ron Nowak, Maser Consulting (via e-mail)  
Andrew Lim, Senior Engineer, Jersey City (via e-mail)

(REVISED 4/13)

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

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): **Richard M Maser, PE, PP, CEO/President**

Representative's Signature: \_\_\_\_\_

Name of Company: \_\_\_\_\_

**Maser Consulting P.A.**

Tel. No.: **(732) 383-1950**

Date: **January 14, 2015**

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

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 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): Richard M Maser, PE, PP, CEO/President  
Representative's Signature: \_\_\_\_\_  
Name of Company: Maser Consulting P.A.  
Tel. No.: (732) 383-1950 Date: January 14, 2015

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

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

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

Business Name : Maser Consulting P.A.  
Address : 331 Newman Springs Road, Suite 203, Red Bank, NJ 07740  
Telephone No. : (732) 383-1950  
Contact Name : Richard M Maser, PE, PP, CEO/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.

**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 Maser Consulting P.A. (name of business entity) has not made any reportable contributions in the **\*\*one-year period preceding January 14, 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 Maser Consulting P.A. (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: Maser Consulting P.A.

Signed [Signature] Title: CEO/President

Print Name Richard M Maser, PE, PP Date: January 14, 2015

Subscribed and sworn before me  
this 14th day of Jan, 2015. (Affiant)

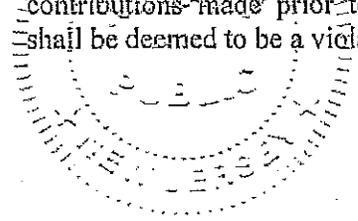
My Commission expires: October 14, 2015

[Signature]  
Seal)

JANIS LEE DORAN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Oct. 31, 2015

(Print name & title of affiant) (Corporate  
Raymond Walker  
Raymond Walker, Ph.D, PWS, Secretary/Treasurer

~~\*\*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.~~



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:

MASER CONSULTING P.A.

TAXPAYER IDENTIFICATION#:

ADDRESS:

331 NEWMAN SPRINGS RD  
RED BANK NJ 07701-5699

EFFECTIVE DATE:

10/15/85

FORM-BRC(08-01)

TRADE NAME:

MASER ASSOCIATES

SEQUENCE NUMBER:

0099895

ISSUANCE DATE:

06/08/04

*J.P. & Tully*  
Acting Director

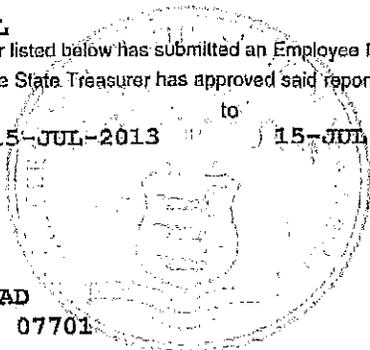
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT** <sup>5579</sup>
**RENEWAL**

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

15-JUL-2013 to 15-JUL-2016

MASER CONSULTING P.A.  
331 NEWMAN SPRINGS ROAD  
RED BANK NJ 07701



  
Andrew P. Sidamon-Eristoff  
State Treasurer

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

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

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

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

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

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

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

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

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

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

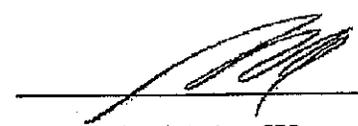
The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of 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.

  
Richard M. Maser, CEO

**State of New Jersey**  
Division of Consumer Affairs  
State Board of Professional Engineers and Land Surveyors

**THIS CERTIFIES THAT**

**MASER CONSULTING PA**  
331 Newman Springs Rd.  
Suite 203  
Red Bank, NJ 07701

Has met the requirements of the State Board of Professional Engineers and Land Surveyors and is hereby issued a

***CERTIFICATE OF AUTHORIZATION***

to offer the following services

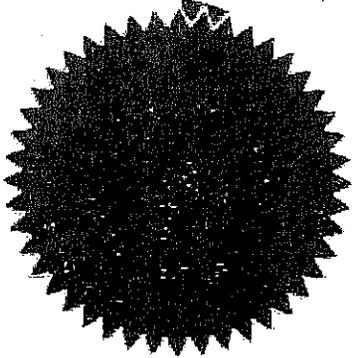
Eng, Land Surv & Building Design Svc      07/22/2002

Person in Responsible Charge

RICHARD M MASER

For the names of other Responsible Charge Licensees, go to: <http://www.njconsumeraffairs.com/pels/certtrpt.pdf>

Date: September 8, 2014  
Certificate No. 24GA27986500  
Expiration Date: 08/31/2016


Executive Director

Client#: 48473

MASERCONSU1

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 18000 Horizon Way Mount Laurel, NJ 08054	CONTACT NAME: <b>Bomoni Alston</b>	PHONE (A/C, No, Ext): <b>856 727-5222</b>	FAX (A/C, No): <b>866 795-1242</b>
	E-MAIL ADDRESS: <b>balston@mma-na.com</b>		
INSURED Maser Consulting P.A. 331 Newman Springs Rd, Suite 203 Red Bank, NJ 07701	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: <b>Hartford Insurance Co of MidW</b>		<b>37478</b>
	INSURER B: <b>Hartford Casualty Insurance Co</b>		<b>29424</b>
	INSURER C: <b>Sentinel Insurance Company Ltd</b>		<b>11000</b>
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		13UUNZA6080	11/15/2014	11/15/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		13UENZK9011	11/15/2014	11/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/> OCCUR CLAIMS-MADE	13XHUZA2659	11/15/2014	11/15/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	13WEBS8768	11/15/2014	11/15/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

Maser Consulting P.A.  
331 Newman Springs Road  
Suite 203  
Red Bank, NJ 07701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Wm. C. Alston*

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**NEW VENDOR INFORMATION FORM**

VENDOR NAME:

Maser Consulting PA

FEIN/SS# \_\_\_\_\_

MAIL PO/VOUCHERS TO ADDRESS: 331 Newman Springs Road Suite 203

CITY: Red Bank

STATE: NJ

ZIP: 07701

TEL #: 732-383-1950

FAX #: 732-383-1980

EMAIL: maserconsulting.com

MAIL CHECK/S TO ADDRESS: Same As Above

CITY:

STATE:

ZIP:

TEL #:

FAX #:

EMAIL:

DESCRIPTION OF GOODS/SERVICES TO BE RENDERED:

Engineering Services

CITY

EMPLOYEE?

YES  NO

MINORITY VENDOR?

YES  NO

REQUIRED  
FORM 1099?

YES  NO

TYPE/CATEGORY:

NON-PROFIT?

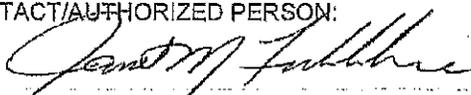
YES (include Non-Profit Certification)  
 NO

VENDOR'S CONTACT/AUTHORIZED PERSON:

PHONE: 732-383-1950 ext 3348

EMAIL: jfinkbohner@maserconsulting.com

SIGNATURE OF CONTACT/AUTHORIZED PERSON:



NAME & TITLE OF CITY EMPLOYEE REQUESTING VENDOR NUMBER

SIGNATURE OF EMPLOYEE:

**PURCHASING DIVISION USE ONLY**

AUTHORIZED TO ISSUE VENDOR #

NAME/TITLE/DATE

ASSIGNED VENDOR #

**(W9 FORM & BUSINESS REGISTRATION CERTIFICATE MUST BE INCLUDED)**

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Name (as shown on your income tax return)

**Maser Consulting PA**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Exempt payee

Other (see instructions) ▶

Address number, street, and apt. or suite no.)

**331 Newman Springs Road, Suite 203**

City, state, and ZIP code

**Red Bank, NJ 07701**

List account number(s) here (optional)

Requester's name and address (optional)

Print or type  
See Specific Instructions on page 2.

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is 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.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

Employer identification number								

### 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).

**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 4.

**Sign Here**

Signature of U.S. person ▶

Date ▶

**January 7, 2015**

**General Instructions** Richard M Maser, PE, PP, CEO / President **Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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**Jackson Hill Main Street Streetscape along Martin Luther King Drive**

**Project Timeline:**

Prepare RFP for Engineering & Design Services	December 1, 2014
Award Engineering & Design Services Contract	January 15, 2015
Preliminary Plans, Spec., & Estimate	April 15, 2015
Final Plans, Spec., and Estimate	April 30, 2015
Bid Construction Project	May 2015
Award Construction Project	August 2015
Pre-Construction Meeting	August 2015
Start Construction	September 2015
Complete Construction	December 31, 2015

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

City Clerk File No. Res. 15.064

Agenda No. 10.Z.5

Approved: JAN 28 2015

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO McCORMICK TAYLOR, INC. FOR VALUE ENGINEERING STUDY FOR THE ROUTE 440 AND ROUTES 1&9 MULTIPLE-USE URBAN BOULEVARD CONCEPT DEVELOPMENT STUDY PHASE II FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

COUNCIL AS A WHOLE  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, the Federal Highway Administration ("FHWA") with the State of New Jersey, Department of Transportation, Division of Statewide Planning ("NJDOT") has authorized the City of Jersey City ("City") to conduct a Concept Development Study for Route 440 and Routes 1&9 Multi-Use Urban Boulevard in Jersey City; and

**WHEREAS**, the Concept Development Study (Phase I) has already been completed and (Phase II) requires the Value Engineering Study and Supplement Tasks to the Concept Development Study; and

**WHEREAS**, the City entered into a Federal Aid Agreement No: 2013SWP002L so that the City could be reimbursed for costs up to \$704,834.00 on the Concept Development Study, Phase II; and

**WHEREAS**, the original agreement for the project expired on December 31, 2014, the FHWA through NJDOT concurred with the City's request for a no-cost time extension to December 31, 2016 in order to perform the necessary tasks; and

**WHEREAS**, the City requires the services of a Professional Engineering firm to provide the Value Engineering Study Report and solicited three engineering consulting firms, SAM SCHWARTZ ENGINEERING, T.Y. LIN INTERNATIONAL, and McCORMICK TAYLOR, INC., to prepare proposals for the Value Engineering Study; and

**WHEREAS**, the proposals were evaluated on the basis of the firms' experience, background of personnel, understanding scope of the project, project cost, Jersey City needs, project manager's experience and broad based experience related to comprehensive infrastructure improvements; and

**WHEREAS**, after careful review by the Division of Architecture, Engineering, Traffic and Transportation, it is recommending to award a Professional Engineering contract to McCormick Taylor, Inc. because of its experience in Value Engineering for a total contract amount of \$201,610.21 in accordance with its proposal dated October 27, 2014; and

**WHEREAS**, these services qualify as professional services exempt from bidding under the Local Public Contracts Law, N.J.S.A. 40A: 11-5(1)(a)(i); and

**WHEREAS**, in accordance with the New Jersey Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq., on March 10, 2014, through a "fair and open process", the City publicly advertised a Request for Qualifications for general civil engineering services, made returnable April 4, 2014 (RFQ), and the City evaluated each firm as to its qualifications to provide these services; and

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO McCORMICK TAYLOR, INC. FOR VALUE ENGINEERING STUDY FOR THE ROUTE 440 AND ROUTES 1&9 MULTIPLE-USE URBAN BOULEVARD CONCEPT DEVELOPMENT STUDY PHASE II, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

**WHEREAS**, McCormick Taylor, Inc., is a qualified engineering firm with a team of engineers and consultants able to address the specific needs of this project and keeping to the schedule revised to reflect the extension of time for completing the Value Engineering Study; and

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

**WHEREAS**, McCormick Taylor has submitted the required EEO/AA compliance forms; and

**WHEREAS**, funds for this expenditure are available from grant account 02-213-40-461-314

Requisition No: 0168871 PO 115970 Amount: \$201,610.21

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

- 1) The Mayor or Business Administrator hereby is authorized to award a Professional Engineering Services contract to McCormick Taylor, Inc. 700 East Gate Drive, Suite 201, Mt. Laurel, New Jersey 08054 for a sum of \$201,610.21 for a period of one (1) year and pursuant to the agreement.
- 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 modification 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).
- 5) A copy of this Resolution 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) 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.
- 7) The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this Resolution.

City Clerk File No. Res. 15.064

Agenda No. 10.2.5 JAN 28 2015

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO McCORMICK TAYLOR, INC. FOR VALUE ENGINEERING STUDY FOR THE ROUTE 440 AND ROUTES 1&9 MULTIPLE-USE URBAN BOULEVARD CONCEPT DEVELOPMENT STUDY PHASE II, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

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-1 et seq.

Funds for this expenditure are available from grant account 02-213-40-461-314

Requisition No: 0168871 PO 115970 Amount: \$201,610.21

Approved: Shyue Cheng Huang  
Shyue Cheng (Stanley) Huang, P.E.,  
Municipal Engineer

dlo

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 1.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO McCORMICK TAYLOR, INC. FOR VALUE ENGINEERING STUDY FOR THE ROUTE 440 AND ROUTES 1&9 MULTIPLE-USE URBAN BOULEVARD CONCEPT DEVELOPMENT STUDY PHASE II FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

**Project Manager**

Department/Division	ADMINISTRATION	ARCH, ENG. TRAFFIC & TRANS.
Name/Title	Stanley Huang	Municipal Engineer
Phone/email	201-547-5965	Stanley@jcnj.org

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

There exists a need for a consulting engineering firm to perform Value Engineering Study for federal grant project Route 440 and Routes 1 & 9 Concept Development Study, Phase 2; The Value Engineering will include work pertaining to the Boulevard Complete Streets Locally Preferred Alternative (LPA) that was identified by the original Concept Development Study Phase 1. The purpose and need is to improve existing and future safety, traffic operations, multi-modal mobility and accessibility to support and inter connect growth areas and livable communities along both sides of the corridor, and to support local and regional economic development.

**Cost (Identify all sources and amounts)**

**Contract term (include all proposed renewals)**

**Grant Account:**  
Route 440 Study Phase II Acct: 02-213-40-461-314  
Req. 0168871 Amount \$201,610.21  
**Total amount encumbered \$201,610.21**

Once approved, contract will be for 12 months.

Type of award

If "Other Exception", enter type

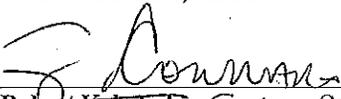
**Additional Information**

McCORMICK TAYLOR, INC. is an engineering firm that specializes in completing engineering and environmental studies and is highly qualified to undertake this project and did submit a proposal for Value Engineering services on October 27, 2014.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Brian F. Weller, L.L.A.  
Division Director, AETT

January 20, 2015  
Dated

  
\_\_\_\_\_  
Robert Kakoleski  
Business Administrator  
Department Director

January 20, 2015  
Dated

NEW VENDOR INFORMATION FORM

VENDOR NAME:

McCormickTaylor, Inc.

FEIN/SS#

MAIL PO/VOUCHERS TO ADDRESS:

CITY: Philadelphia

STATE: PA

ZIP: 19103

TEL #: 215.592.4200

FAX #: 215.374.3605

EMAIL: pjguise@mtmal.biz

MAIL CHECK/S TO ADDRESS:

CITY: Philadelphia

STATE: PA

ZIP: 19103

TEL #: 215.592.4200

FAX #: 215.374.3605

EMAIL: pjguise@mtmal.biz

DESCRIPTION OF GOODS/SERVICES TO BE RENDERED:

Professional Engineering Svcs

CITY EMPLOYEE?

YES  NO

MINORITY VENDOR?

YES  NO

REQUIRED FORM 1099?

YES  NO

TYPE/CATEGORY:

NON-PROFIT?

YES (include Non-Profit Certification)  
 NO

VENDOR'S CONTACT/AUTHORIZED PERSON:

PHONE: 215 592 4200

Patrick J. Guise, Chief Visionary Officer

EMAIL: pjguise@mtmal.biz

SIGNATURE OF CONTACT/AUTHORIZED PERSON:

*Patrick J. Guise*

ON BEHALF OF Patrick J. Guise

NAME & TITLE OF CITY EMPLOYEE REQUESTING VENDOR NUMBER

SIGNATURE OF EMPLOYEE:

PURCHASING DIVISION USE ONLY

AUTHORIZED TO ISSUE VENDOR #

NAME/TITLE/DATE

ASSIGNED VENDOR #

(W9 FORM & BUSINESS REGISTRATION CERTIFICATE MUST BE INCLUDED)

# 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.

Name (as shown on your income tax return)  
**McCormick Taylor, Inc.**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶      Exempt payee  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)    Requester's name and address (optional)  
**2001 Market St., Two Commerce Square, 10th Floor**  
 City, state, and ZIP code  
**Philadelphia, PA 19103**  
 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 the "Name" line to avoid backup withholding. For individuals, this is 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.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-				
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Employer identification number

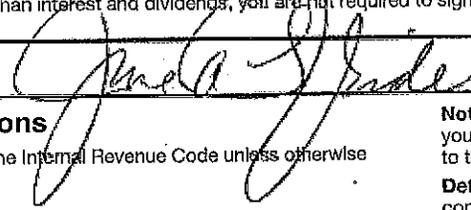
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## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

**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 4.

<b>Sign Here</b>	Signature of U.S. person ▶ 	Date ▶ 1/15/15
------------------	----------------------------------------------------------------------------------------------------------------	----------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



**CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE, ENGINEERING  
TRAFFIC AND TRANSPORTATION**

MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVENUE EAST | JERSEY CITY, NJ 07305  
P: 201 547 5900 | F: 201 547 5806



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : January 16, 2015

TO : Rolando R. Lavarro, Council President and  
Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director *(BW)*

SUBJECT : **RECOMMENDING AWARD OF CONTRACT  
McCormick Taylor, Inc.  
Two Commerce Square, 2001 Market Street  
Philadelphia, PA 19103**

PROJECT : **Value Engineering Study  
Route 440/Routes 1&9 Truck Multiple-Use  
Urban Boulevard Concept Development Study, Phase II**

In 2009, the City of Jersey City entered into a Federal Aid Agreement with the State of New Jersey, Department of Transportation, Division of Statewide Planning (NJDOT) for a study known as the Route 440/Routes 1-9 Truck Multiple-Use Urban Boulevard Concept Development Study Phase I; this study was completed by Jacobs Engineering Group.

At this time, NJDOT requires the City to perform a Value Engineering Study to address additional material and tasks pertaining to the Boulevard and Complete Street Locally Preferred Alternative (LPA) that was identified in Phase I. Funding to provide "the Supplement" (Concept Development Study, Phase II) is granted under Federal Aid Agreement No: 2013SWP002L.

In response to the City's request for proposals, McCormick Taylor submitted the attached proposal dated October 27, 2014 in the amount of Two Hundred One Thousand, Six Hundred and Ten Dollars and Twenty-One Cents (\$201,610.21).

Attached for your consideration is a resolution authorizing award of a professional engineering services contract to McCormick Taylor, Inc. for the Value Engineering Study for the subject project.

**Attachments**

- c: Robert Kakoleski, Business Administrator
- Stanley Huang, Municipal Engineer
- Dawn L. Odom, Supervising Administrative Analyst

# PROFESSIONAL SERVICES AGREEMENT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey, located at 280 Grove St., Jersey City, New Jersey 07302 ("City") and MCCORMICK TAYLOR, INC., located at Two Commerce Square, 2001 Market Street, Philadelphia, PA 19103 ("Consultant").

**WHEREAS**, the City requires professional engineering services for Route 440 and Routes 1 and 9 Truck Multi-Use Urban Boulevard Concept Development Study Phase II, Federal Project No: HPP-BOOS (792) Jersey City Project No: 10-012 ("Project"); and

**WHEREAS**, the City requires professional engineering services to provide Value Engineering for the Project; and

**WHEREAS**, the Consultant submitted a proposal dated October 27, 2014 ("Consultant's Proposal"), in the amount of Two Hundred and One Thousand Six Hundred and Ten Dollars and Twenty-One Cents (\$201,610.21), attached hereto; and

**WHEREAS**, the Consultant has the skills and expertise necessary to undertake this project in matters relating to the value engineering study and engineering services for the Project; and

**WHEREAS**, the City approved Resolution No. \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_ 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:

**COPY**

## ARTICLE I

### Purpose of Agreement

The purpose of this agreement is for Consultant to provide the City with a Value Engineering Study for the Route 440 and Routes 1 and 9 Truck Multi-Use Urban Boulevard Concept Development Study Phase II, Federal Project No: HPP-BOOS (792) Jersey City Project No: 10-012 the Project; and

## 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 Consultant's Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of Consultant's Proposal, the provisions of this Agreement shall govern over the provisions of Consultant's Proposal.

2. Such described services shall be performed 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 in writing and signed by authorized representatives of the City and Consultant. Any modifications which increase the compensation of Consultant shall require the prior authorization of the governing body of the City.

### **ARTICLE III**

#### **Contractual Relationship**

4. 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.

5. 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**

6. Compensation for the performance of the Value Engineering Study and professional services described in this Agreement will be in accordance with Consultant's Proposal, with a total contract amount not to exceed Two Hundred and One Thousand Six Hundred and Ten Dollars and Twenty-One Cents (\$201,610.21) ; and

7. Consultant shall submit to City invoices showing the services performed and the charges therefore in proportion to the work completed as described in Consultant's Proposal. Monthly report (including but not limited to narrative description of the work performed, sample analysis report, photograph, etc.) must be attached to each invoice. Consultant understands that said invoices must be submitted to the governing body of City for approval prior to payment.

**ARTICLE V**

**Insurance**

8. Consultant shall purchase and maintain the required insurance during the term of this Contract. The Respondent shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Insurance requirements are as follows:

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

9. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance, shall be kept in force until submission of the Consultant's final invoice.

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

10. Before commencing the work, the Consultant shall furnish the City certificates of such insurance upon execution of this Contract. Except for workers'

compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number – Project No. 10-012.

## **ARTICLE VI**

### **Personnel of the Consultant**

11. 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.

12. All personnel assigned to the Project by the Consultant shall be required to cooperate fully with personnel assigned to the Project by the City and in the event the Consultant's personnel fails to cooperate, the Consultant shall relieve them of their duties on the Project when mutually agreed by both, the City and the Consultant.

## **ARTICLE VII**

### **Progress Report**

13. The Consultant shall prepare and send to the City on a monthly basis a Consulting Progress Monthly Payment Schedule Report giving the status of the Project. If progress is delayed for any reason, the Consultant shall state the reason for such delay in this report.

## ARTICLE VIII

### Suspension or Termination

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

15. Suspension: City shall have the right to suspend this Agreement at any time, and for any reason, direct the Consultant to stop work under this contract for a period of time, upon seven (7) days written notice. The Consultant shall resume work as directed by the City, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the City for damages or extra remuneration except reasonable costs incurred by Consultant in connection with the suspension of work, and shall have no further claim against City with respect thereto.

## ARTICLE IX

### Arbitration

16. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

17. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Architecture, Engineering, Traffic and Transportation of the City or any claim or dispute covered by this Article.

**ARTICLE X**

**Nondiscrimination**

18. In connection with the performance of work under this contract, the Consultant agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

**ARTICLE XI**

**Compliance With Equal Employment Opportunity/Affirmative Action Plan**

19. If the Contract Agreement exceeds \$36,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

20. This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

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

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

- b. A photocopy of a Certificate of Employee Information Report Approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

## ARTICLE XII

### Compliance With Americans With Disabilities Act of 1990

22. Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Consultant is required to read Americans with Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The Consultant is obligated to comply with the Act and to hold the owner harmless.

## ARTICLE XIII

### Indemnity

23. The Consultant shall be liable to and hereby agrees to indemnify and hold harmless the City and employees of the City from any damages and from costs and expenses to which the City and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission or negligent act of the Consultant or anyone employed by the Consultant in the performance of this contract. Said agreement shall indemnify and defend the City and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

**ARTICLE XIV**  
**Entire Agreement**

24. This agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

25. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey

**ARTICLE XV**  
**P.L. 2004, c.57 (N.J.S.A. 52:32-44)**  
**MANDATORY BUSINESS REGISTRATION REQUIREMENTS**  
**Non Construction Contracts**

26. P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40:11-2).

The 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**

27. This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Consultant, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Consultant, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

**CITY OF JERSEY CITY**

**ATTESTS:**

\_\_\_\_\_  
ROBERT J. KAKOLESKI  
Business Administrator

\_\_\_\_\_  
ROBERT BYRNE  
City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**McCORMICK TAYLOR, INC.,**

\_\_\_\_\_  
BY: \_\_\_\_\_

NAME  
TITLE

**APPROVED AS TO LEGAL FORM**

\_\_\_\_\_  
RAYMOND REDDINGTON  
Assistant Corporation Counsel

**APPROVED FOR INSURANCE REQUIREMENTS**

\_\_\_\_\_  
MATTHEW HOGAN  
Risk Manager

**CITY OF JERSEY CITY, NEW JERSEY**

**REQUEST FOR PROPOSALS**

**VALUE ENGINEERING STUDY**  
**ROUTE 440 AND ROUTES 1&9T IN JERSEY CITY, NEW JERSEY**

**One (1) Selection will be made from Technical Proposals received.**

**DUE DATE:**  
**BY 4:00 PM** \_\_\_\_\_

**LAST DATE TO SUBMIT**  
**QUESTIONS:** \_\_\_\_\_

**PROJECT DESCRIPTION**  
**FEDERAL PROJECT**

This project will entail preparation of a Value Engineering Study to the Route 440/Routes 1&9T Multi Use Urban Boulevard and Through Truck Diversion Concept Development Study, dated May, 2011, that was prepared for the City of Jersey City. The Value Engineering Study will be prepared concurrently with the Route 440 Concept Development SUPPLEMENT that will be prepared under a separate contract.

The Value Engineering will INCLUDE work pertaining to the Boulevard and Complete Street Locally Preferred Alternative (LPA) that was identified by the original study. It will EXCLUDE study of through truck diversion potential locally preferred alternatives that were also identified by the original study.

The Purpose and Need Statement identified the following "Project Needs":

Improve existing and future safety, traffic operations, multi-modal mobility and accessibility, to support and interconnect growth areas and livable communities along both sides of the corridor; and to support local and regional economic development.

The corridor currently experiences recurring traffic congestion and unacceptable traffic operations on a regular basis at multiple locations. In its current configuration, the corridor is not capable of supporting the increase in travel demand that will be placed upon it by growth anticipated in the Western Waterfront and elsewhere. In addition, there is a lack of safe, dedicated bicycle and pedestrian facilities for travel along the corridor, and limited public transit services.

The project is intended to address the need to improve the following for the Corridor:

**Safety:** Enhance safety and provide safe facilities for additional travel modes including bicycle and pedestrian traffic both along and across the corridor. Address safety issues associated with direct access to and from adjacent businesses from the travel lanes of Route 440/Routes 1&9T, and examine options to improving the wastewater and storm water conveyance systems.

**Traffic Operations:** Improve existing and projected operational deficiencies along the corridor, which include both intersection level of service and intermittent road closures due to flooding.

Multi-Modal Mobility: Integrate alternative modes of transportation that are not currently available to the current and future populations of the corridor and surrounding region.

Accessibility: Provide accessibility by a range of travel modes (automobile, bus, light rail, bicycle and pedestrian) to destinations within the growth areas along the corridor, and provide ADA-compliant access to the waterfront for all persons in the region.

Livable Communities: Support creation of livable communities through integration of an interconnected network of streets, a diverse, multi-modal transportation system to serve the needs of the community, improve the aesthetic conditions and public health concerns, and reduce dependence on the automobile.

Economic Development: Create a transportation infrastructure that will support extensive redevelopment and local and regional business development for the benefit of the City of Jersey City, Hudson County and the State of New Jersey.

The successful consultant will be expected to assemble a multi-disciplined Value Engineering team to perform a review of the draft Preliminary Preferred Alternative of the Conceptual Design for the Corridor, and identify, evaluate, develop and recommend alternative designs or methods to determine if there is an acceptable or improved alternative product to maximize the value of every dollar spent and minimize life cycle costs. The VE team will identify the function of the proposed project and provide a cost effective, quality solution, if one is available.

This activity will not require a workshop.

As per FHWA Regulation 23 CFR Part 627, a VE Technical Report shall be prepared on all Federal-aid projects with an estimated total cost of \$25 million or more for roadway projects, a total cost of \$20 million or more for bridge projects or any other project designated by the Secretary of Transportation.

### HARD COPY PROJECT MATERIALS

On Display

None

### ELECTRONIC PROJECT MATERIALS

Available Electronically

Not Available Electronically

Partially Available Electronically

Project materials, comprised of the Route 440/Routes 1&9T Route 440/Routes 1&9T Multi Use Urban Boulevard and Through Truck Diversion Concept Development Study, dated May 2011, are available for download at <http://www.cityofjerseycity.com/hedc.aspx?id=8314>. The study is comprised of 13 chapters, plus appendices.

Circulation Element of the Jersey City Master Plan, Amended June 11, 2011 is available for download at <http://www.cityofjerseycity.com/hedc.aspx?id=1170>

Jacobs Engineering, Memorandum for the Record, September 17, 2010 is available for download at <http://www.cityofjerseycity.com/pub-contracts.aspx>

### ELIGIBLE FIRMS

The Routes 440 / 1&9T Boulevard and Complete Street Concept Development Study Supplement will be completed with two independent and concurrent solicitations. One will be for the value engineering task, and the other will be for all other remaining tasks. The contracts will be awarded to different firms so that value engineering is conducted by a different firm from the firm or team that is preparing the remaining tasks. Eligible firms and teams may submit proposals for both solicitations; however, a single firm or team will not be awarded both contracts.

In order to ensure independent analysis of the work completed to date, eligibility for this Value Engineering solicitation shall exclude any firms and individuals who had any involvement with the preparation of the Routes 440 / 1&9T Multi-Use Urban Boulevard and Through Truck Diversion Concept Development Study.

See the attached list of firms that are presently prequalified for this project. These firms are eligible to submit a Technical Proposal. If your firm is not on this list, your Technical Proposal will only be accepted if your firm becomes prequalified with the NJDOT **as of 4:00 PM on the closing date of this solicitation** in the following discipline(s) and level of service. Firms are urged to call the Manager, Bureau of Professional Services, NJDOT at 609-530-2452 if your firm is not on the attached eligible firm listing but intends to submit a Technical Proposal.

DISCIPLINE (S)	LEVEL OF SERVICE
H-1 HIGHWAY DESIGN	B
T-7 TRANSPORTATION PLANNING	B
B-1 BRIDGE DESIGN	A

Only **one (1)** technical proposal submission is allowed per firm (no teams) unless otherwise noted on page 1 of this solicitation. Sub consultants that plan to participate in this solicitation must be cost basis approved by

the NJDOT as of 3:00 PM on the closing date of this solicitation. Failure to comply with this requirement may result in disqualification from the Project.

Firms wanting to Joint Venture may do so by returning a completed Statement of Joint Venture as part of their submission of a Technical Proposal. Each firm participating in the Joint Venture must be prequalified by the NJDOT. Each discipline and level of service requirement of a project must be satisfied by at least one member of the Joint Venture. Please refer to our website for the Statement of Joint Venture form.

The Proposer shall, as part of its Proposal, provide the following information:

A description of the business organization (i.e. corporation, partnership, joint venture, etc.) of each Proposer, its ownership and its organizational structure

- a) Provide the names and business addresses of all Principals of the Proposer submitting the Proposal. For purposes of this RFP, "Principals" means persons possessing an ownership interest in the Proposer. If the Proposer is a corporation, "Principals" shall include each investor who has any operational control over the Proposer, and every stockholder having an ownership interest of 10% or more in the firm.
- b) If a Proposer is a partially owned or a fully-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the Proposer submitting a Proposal. Describe the approval process.
- c) If the Proposer is a partnership or a joint venture or similar organization, provide comparable information as required in (b) above for each member of the partnership, joint venture or similar organization.
- d) A statement that the Proposer has complied with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance.

The number of years Proposer has been in business under the present name.

The number of years Proposer has been under the current management.

Any judgments within the last three (3) years in which Proposer has been adjudicated liable for professional malpractice. If yes, please explain.

Whether the Proposer is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.

Confirm appropriate federal and state licenses to perform activities.

## CONSULTANT'S QUESTIONS

E-mail all question(s) to [PeterF@jcnj.org](mailto:PeterF@jcnj.org). Specify "Value Engineering Study Question" in subject line. All questions and answers will be posted on the City of Jersey City Public Contracts website at <http://www.jerseycitynj.gov/pub-contracts.aspx>. **Any communications about this solicitation by any other means with any representative of the City of Jersey City or the New Jersey Department of Transportation shall be grounds for disqualification.**

## PROCUREMENT PROCESS

ONE STEP PROCUREMENT PROCESS. Recommendations to the Consultant Selection Committee will be based on the evaluation criteria listed in Table A. **Proposals will be evaluated based on overall quality of the proposal for all tasks that are itemized in the Scope of Work, including required tasks and "if and where directed" tasks.** The City anticipates a selection will be made during November 2012.

## CERTIFIED FIRM UTILIZATION

<b>Federal Goal</b>	<u>15.7% ESBEs</u>	Participation on Federally funded projects shall consist of ESBEs and/or DBEs. Firms certified as DBEs are considered as ESBEs.
---------------------	--------------------	---------------------------------------------------------------------------------------------------------------------------------

An updated CERTIFIED FIRM list may be obtained from the Department's Web Site at: <http://www.state.nj.us/transportation/business/procurement/ProfServ/information.shtm> or by contacting the Office of Civil Rights/Affirmative Action at 609-530-3009. All firms to be utilized to meet the Goals should be listed under the Administrative Requirements in Section 2 of the solicitation. Failure to make a good faith effort to meet the established goal may be cause for canceling negotiations with a selected firm and selecting a new firm.

## SUBMITTAL DUE DATE / TIME

Technical Proposals for this solicitation must be received by the City of Jersey City on                     . **The absolute deadline for Technical Proposals is 4:00 pm on the closing date of the solicitation.**

All TP's must be addressed to: Peter Folgado, Director of Purchasing, with the project name and TP# clearly indicated. If mailing in the TP's, they must be received by 4:00 pm on the closing date as well. **NO EXCEPTIONS.** In the case of mailed Proposals, the City assumes no responsibility for Proposals received after the designated date and time and will return late Proposals unopened. Proposals will not be accepted by facsimile or e-mail. **Eight** copies of the Technical Proposal are required. Only **one (1)** technical proposal submission is allowed per firm (no teams).

## SUBMISSION

The proposal must be submitted as two parts, the Technical Proposal and the Cost Proposal.

Eight copies of the Technical proposal shall be submitted in **HARD COPY**, and shall include qualifications, technical proposal and other supporting documentation to establish the credentials of the firm.

**Note: The Submission must also include a CD with the full technical proposal package in Adobe Acrobat format with an Original signed Letter of Transmittal.**

The cost proposal shall be a cost plus fixed fee price with a cap and must be in a separate, sealed envelope, and must include labor rates, hours, overhead rate, and price per task for all tasks, and itemization of direct expenses. There will be no budget for cost overruns.

### **AFFIRMATIVE ACTION**

The selected firm will be required to comply with the Affirmative Action requirements of P.L. 1975, c.127 (N.J.A.C. 17:27).

Prior to execution of an Agreement, the selected firm will be required to submit one of the following documents disclosing Affirmative Action evidence: Letter of Federal approval or Certificate of Employee Information Report or Completed Affirmative Action Employee Information Report (Form AA302).

### **POST EMPLOYMENT RESTRICTIONS OF THE NJ CONFLICTS OF INTEREST LAW**

Firms are advised to be aware of Post Employment restrictions for ex-NJDOT employees who are utilized for work under this technical proposal. Failure to comply with this may result in disqualification from the Project. Refer to NJSA 52:13D-17, which states:

No State officer or employee or special State officer or employee, subsequent to the termination of his office or employment in any State agency, shall represent, appear for, negotiate on behalf of, or provide information not generally available to members of the public or services to, or agree to represent, appear for, negotiate on behalf of, or provide information not generally available to members of the public or services to, whether by himself or through any partnership, firm or corporation in which he has an interest or through any partner, officer or employee thereof, any person or party other than the State in connection with any cause, proceeding, application or other matter with respect to which such State officer or employee or special State officer or employee shall have made any investigation, rendered any ruling, given any opinion, or been otherwise substantially and directly involved at any time during the course of his office or employment. Any person who willfully violates the provisions of this section is a disorderly person, and shall be subject to a fine not to exceed \$500.00 or imprisonment not to exceed six months, or both.

### **BUSINESS REGISTRATION FOR PROVIDERS OF GOODS AND SERVICES TO THE STATE**

Effective September 1, 2004, pursuant to P.L. 2004, c.57, all New Jersey and out of State consultants must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business with the Department. A copy of the BRC must be submitted by the firm with its technical proposal at the time of the proposal closing stated herein for 100% State funded projects. A copy of the BRC need not be provided with the proposal for Federally aided projects, but shall continue to be provided by the selected firm prior to agreement execution. Failure by a firm to submit a copy of a valid BRC with its proposal for any project which is 100% State funded will result in the proposal NOT being evaluated further by the Department. This applies to prime consultants only. Subconsultant BRCs will be provided by the selected firm prior to agreement execution.

Questions regarding how to obtain a BRC can be directed to the Division of Revenue at (609) 292-1730. The business registration form (Form NJ-REG) can be found online at [The Department of Treasury - Business Registration](#) or [The Division of Revenue - Getting Registered](#).

These changes will be provided in Article 54 of the Consultant Agreement.

**CITY OF JERSEY CITY CONTRACTING REQUIREMENTS  
AFFIRMATIVE ACTION  
CITY OF JERSEY CITY**

**CONTRACTOR PAT-TO-PLAY REFORM ORDINANCE  
PAY TO PLAY ORDINANCE**

The contract will be awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008, the Contractor, its subsidiaries, assigns or principals will be required to certify that they have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

## SCOPE OF WORK

This project will entail preparation of a Value Engineering Study to the Route 440/Routes 1&9T Multi Use Urban Boulevard and Through Truck Diversion Concept Development Study, dated May, 2011, that was prepared for the City of Jersey City. The Value Engineering Study is necessitated by the need to address additional tasks that the New Jersey Department of Transportation added to the Concept Development phase of the project development process after the original Concept Development study was already underway.

The Value Engineering will INCLUDE work pertaining to the Boulevard and Complete Street Locally Preferred Alternative (LPA) that was identified by the original study. It will EXCLUDE study of through truck diversion potential locally preferred alternatives that were also identified by the original study.

The Purpose and Need Statement identified the following "Project Needs":

Improve existing and future safety, traffic operations, multi-modal mobility and accessibility, to support and interconnect growth areas and livable communities along both sides of the corridor; and to support local and regional economic development.

The corridor currently experiences recurring traffic congestion and unacceptable traffic operations on a regular basis at multiple locations. In its current configuration, the corridor is not capable of supporting the increase in travel demand that will be placed upon it by growth anticipated in the Western Waterfront and elsewhere. In addition, there is a lack of safe, dedicated bicycle and pedestrian facilities for travel along the corridor, and limited public transit services.

The project is intended to address the need to improve the following for the Corridor:

**Safety:** Enhance safety and provide safe facilities for additional travel modes including bicycle and pedestrian traffic both along and across the corridor. Address safety issues associated with direct access to and from adjacent businesses from the travel lanes of Route 440/Routes 1&9T, and examine options to improving the wastewater and storm water conveyance systems.

**Traffic Operations:** Improve existing and projected operational deficiencies along the corridor, which include both intersection level of service and intermittent road closures due to flooding.

**Multi-Modal Mobility:** Integrate alternative modes of transportation that are not currently available to the current and future populations of the corridor and surrounding region.

**Accessibility:** Provide accessibility by a range of travel modes (automobile, bus, light rail, bicycle and pedestrian) to destinations within the growth areas along the corridor, and provide ADA-compliant access to the waterfront for all persons in the region.

**Livable Communities:** Support creation of livable communities through integration of an interconnected network of streets, a diverse, multi-modal transportation system to serve the needs of the community, improve the aesthetic conditions and public health concerns, and reduce dependence on the automobile.

**Economic Development:** Create a transportation infrastructure that will support extensive redevelopment and local and regional business development for the benefit of the City of Jersey City, Hudson County and the State of New Jersey.

The successful consultant will be expected to assemble a multi-disciplined Value Engineering team to perform a review of the draft Preliminary Preferred Alternative of the Conceptual Design for the Corridor, and identify, evaluate, develop and recommend alternative designs or methods that will provide an acceptable or improved product to maximize the value of every dollar spent and minimize life cycle costs. The VE team will identify the function of the proposed project and provide a cost effective, quality solution.

If significant issues are identified, an outcome of this review may be to re-evaluate one or more alternatives and perform further analysis. The Jersey City Project Manager will determine the level of work required to address the VE recommendations.

This activity will not require a workshop.

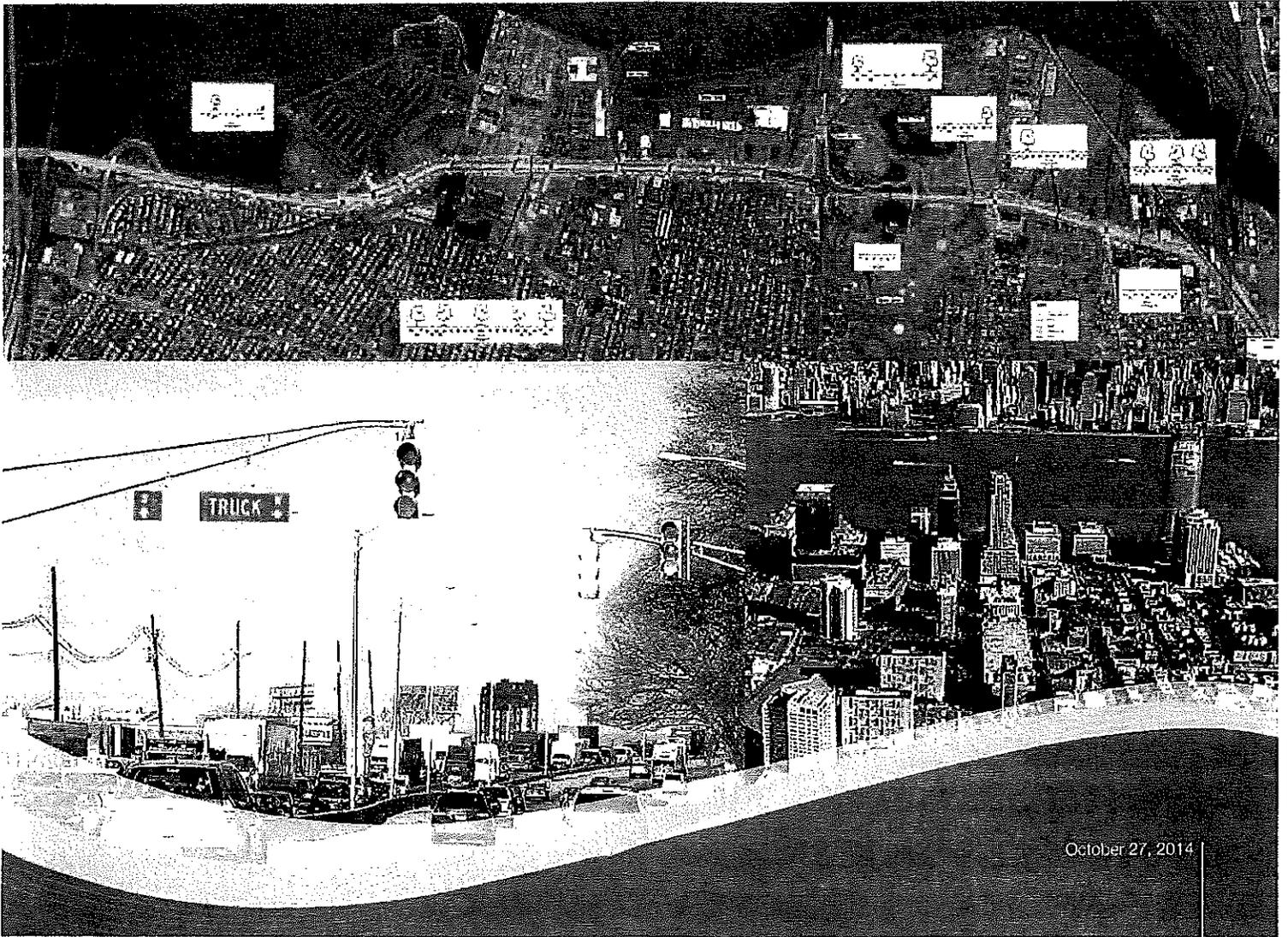
As per FHWA Regulation 23 CFR Part 627, a VE Technical Report shall be prepared on all Federal-aid projects with an estimated total cost of \$25 million or more for roadway projects, a total cost of \$20 million or more for bridge projects or any other project designated by the Secretary of Transportation.

The geographic area of study for the Supplement is the Primary Investigation Area that is defined by Figure 1.1 of the original study.



COST PROPOSAL TO THE CITY OF JERSEY CITY, NEW JERSEY

# VALUE ENGINEERING STUDY FOR ROUTE 440 AND ROUTES 1 & 9T



October 27, 2014



**CITY OF JERSEY CITY**  
 DEPARTMENT OF ADMINISTRATION  
 DIVISION OF ARCHITECTURE, ENGINEERING,  
 TRAFFIC & TRANSPORTATION  
 JERSEY CITY MUNICIPAL SERVICES COMPLEX | 13-16 LINDEN AVENUE EAST  
 JERSEY CITY, NJ 07305  
 P: 201 547 4470 | F: 201 547 4703



STEVEN M. FULOP  
 MAYOR OF JERSEY CITY

ROBERT KAKOLESKI  
 BUSINESS ADMINISTRATOR

December 5, 2014

Tineen Howard  
 NJ Department of Transportation  
 Division of Statewide Planning  
 1035 Parkway Avenue  
 PO Box 600  
 Trenton, NJ 08625

**Project: Rt 440/Rt 1 & 9 Truck Multi-Use Urban Boulevard Concept  
 Development Study Phase II**

**Re: Contract/ID: City of Jersey City / V22600201399  
 Agreement Number/Date: 2013Swp002L/3/11/13  
 Federal Project Number : Hpp-BOOS(792)  
 Job Number: 0906506  
 Modification Number: 1**

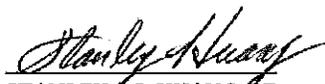
Dear Mr. Howard:

The following schedule has been revised to reflect the extension of time ending December 31, 2016 for the subject project:

- |                    |                                                               |
|--------------------|---------------------------------------------------------------|
| 1. December, 2014  | : Review and recommend Consulting Engineer Services to NJDOT. |
| 2. January, 2015   | : Prepare Resolution for City Council's approval.             |
| 3. February, 2015  | : Commence Value Engineer Study Report.                       |
| 4. March, 2015     | : Review and approve Value Engineer Study Report.             |
| 5. April, 2015     | : Proceed with Supplement to Concept Development Design.      |
| 6. September, 2015 | : Review at 75% design completion                             |
| 7. December, 2015  | : Review at 95% design completion                             |
| 8. March, 2016     | Final review of complete design.                              |
| 9. April, 2016     | : Submission of Final Design.                                 |

Please advise if this schedule needs to be modified.

Sincerely,

  
 STANLEY S.C. HUANG, PE  
 Municipal Engineer

Sp

Attachment

C: Brian Weller, Director, AETT  
 Robert Kakoleski, Business Administrator  
 Naomi Shu, Senior Transportation Planner



## State of New Jersey

DEPARTMENT OF TRANSPORTATION  
P.O. Box 600  
Trenton, New Jersey 08625-0600

CHRIS CHRISTIE  
*Governor*

JAMIE FOX  
*Commissioner*

KIM GUADAGNO  
*Lt. Governor*

January 5, 2015

Shyue-Cheng Huang, PE  
Municipal Engineer  
Department of Business Administration  
Division of Architecture, Engineering, Traffic & Transportation  
575 Rt. 440  
Jersey City, NJ 07305

RE: Route 440/Routes 1&9 Truck Multi-Use Urban Boulevard Concept Development  
Study Phase II(Route 440 Study)  
Agreement # 2013SWP002L  
Consultant Agreement Modification No. 1(CAM #1)  
No-Cost Time Extension

Dear Mr. Huang:

Please find enclosed an executed copy of CAM # 1 to Agreement No.  
2013SWP002L, dated December 31, 2014, between the City of Jersey City and  
the New Jersey Department of Transportation for completion of the Route  
440/Routes 1&9 Truck Multi-Use Urban Boulevard Concept Development Study  
Phase II. CAM # 1 extends the completion date of this project to December 31,  
2016.

Sincerely,

Tineen Howard  
Principal Planner  
Bureau of Statewide Strategies

Enclosure

FYI D. Graves

NEW JERSEY DEPARTMENT OF TRANSPORTATION

AGREEMENT MODIFICATION

CONTRACT ID NUMBER: 13-60155  
CONSULTANT: City of Jersey City  
AGREEMENT NUMBER: 2013SWP002L

MODIFICATION NUMBER: 1  
CONSULTANT ID NUMBER: V22600201399  
AGREEMENT DATE: 3/11/13

PROJECT: Route 440/Routes 1&9 Truck Multi-Use Urban Boulevard  
Concept Development Study Phase II FEDERAL PROJECT NUMBER: Hpp-BOOS(792)  
JOB NUMBER: 0906506

IN ACCORDANCE WITH THE PROVISIONS OF THE ABOVE REFERENCED AGREEMENT, THE CONSULTANT AND THE STATE AGREE TO THE FOLLOWING CHANGES TO THE AGREEMENT:  
This modification will provide an 24- month extension of the contract, modifying the termination date of the contract from 12/31/2014 to 12/31/2016.

Original Agreement Amount	<u>\$704,834.00</u>
Total of Previous Modifications (Mod No. 1-2)	<u>\$0.00</u>
This Modification Amount	<u>\$0.00</u>
New Modified Agreement Amount	<u>\$704,834.00</u>

ATTEST/WITNESS/AFFIX SEAL:

[Signature] 12/4/14  
Name: ROBERT SYRBE Date  
Title: CITY CLERK

ACCEPTED BY:

[Signature] 12/4/14  
CONSULTANT Name: Municipal Engineer Date  
Title: Municipal Engineer

RECOMMENDED BY: [Signature] 12/15/14  
Name: Danielle Graves Date  
Title: Project Manager  
Unit: Bureau of Statwide Strategies

REVIEWED BY: [Signature] 12/18/14  
Name: James B. Lewis Date  
Title: Manager  
Unit: Bureau of Statewide Strategies

APPROVED BY: [Signature] 12/31/14  
Name: Andrew R. Swords Date  
Title: Director  
Division: Statewide Planning

CERTIFICATION OF FUNDS

[Signature] 12/31/14  
Name: Barbara DeLucia Date

**ACTING**  
Director [Signature]  
Division of Accounting & Auditing

APPROVED BY: [Signature] 12-31-14  
Name: David A. Kuhn Date  
Title: Assistant Commissioner  
Division: Capital Investment Planning & Grant Administration

Distribution: Original: Division of Accounting & Auditing, CONSULTANT  
Copy: Professional Services, Contract Manager, File

FD 0 7913897



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE, ENGINEERING,  
TRAFFIC & TRANSPORTATION  
JERSEY CITY MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVENUE EAST  
JERSEY CITY, NJ 07305  
P: 201 547 4470 | F: 201 547 4703



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

December 3, 2014

Tineen Howard  
NJ Department of Transportation  
Division of Statewide Planning  
1035 Parkway Avenue  
PO Box 600  
Trenton, NJ 08625

**Project: Rt 440/Rt 1 & 9 Truck Multi-Use Urban Boulevard Concept  
Development Study Phase II**

**Re: Contract/ID: City of Jersey City / V22600201399  
Agreement Number/Date: 2013Swp002L/3/11/13  
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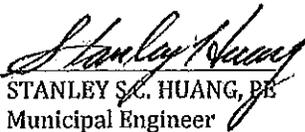
Dear Mr. Howard:

As per our conversation and your e-mail instructions, please consider this letter a formal request for a no-cost time extension of our contract for the subject project. Due to the current major development along the project site, it is our intention to take it into account and make the project more beneficial to the community. Therefore, this contract time extension is needed to allow sufficient time to perform a complete study.

The contract termination date for this study is currently December 31, 2014. At this time we anticipate that a two (2) years extension of this contract (i.e. through December 31, 2016 as shown on the attached schedule) would allow sufficient time to complete the study.

We appreciate your assistance in expediting authorization of this request. Please do not hesitate to call me at (201) 547-5965 if you have any questions or need further information.

Sincerely,

  
STANLEY S. HUANG, PE  
Municipal Engineer

Sp.

Attachment

**C: Brian Weller, Director, AETT  
Robert Kakoleski, Business Administrator  
Naomi Shu, Senior Transportation Planner**



October 27, 2014

Mr. Stanley Huang  
City of Jersey City Municipal Engineer  
DPW Complex  
575 Route 440  
Jersey City, NJ 07305

REFERENCE: Value Engineering Study - Route 440 & Routes 1 & 9T  
McCormick Taylor, Inc. – Federal ID No. 23-1683759

Dear Mr. Huang:

McCormick Taylor, Inc. appreciates the opportunity to submit our proposal to the City of Jersey City to perform the Value Engineering Study of Route 440 and Routes 1 & 9T. McCormick Taylor has been improving the way transportation and communities come together since 1946. We understand how our work affects communities and the people who live and work in them. Specifically, McCormick Taylor specializes in completing engineering and environmental studies for various types of highway, bridge, transit and aviation projects. Our expertise begins with the initial planning/feasibility studies through final design and construction consultation. Utilizing our in-house specialists in many diverse disciplines enables us to understand the needs of our clients, the agencies and the general public from an integrated perspective.

McCormick Taylor approaches each project with value engineering in mind. We recognize the importance of cost control throughout the development of our projects. In addition to conducting independent value engineering project reviews, our general approach to developing cost effective designs for our clients is to initiate our design work with a value engineering philosophy that is continually applied to our design process for maximized cost savings.

Work for this project will be managed from McCormick Taylor's Mt. Laurel, NJ office under the guidance and leadership of Kenneth R. Burkhardt, PE, PTOE, our designated Project Manager for this contract. Mr. Burkhardt has managed several similar projects and is very familiar with NJDOT procedures and manuals. We have assembled a highly qualified team of engineers, planners and traffic consultants to address the specific needs of this project, including Kristian Bellotti, PE, our team's Highway Designer who has completed training in Value Engineering. Furthermore, McCormick Taylor will be supported by the following subconsultants on this project: Edwin A. Reimon, PE, CME; Alfred Benesch & Company; KMA Consulting Engineers, Inc. (KMA) and Robinson Aerial Surveys (RAS). Both KMA and RAS are NJ certified DBE firms; the addition of these firms to our team will enable us to reach the established ESBE participation goal for this federally funded project.

With this information in mind, we hope you will consider our team for this most important project. It should be noted that it is our understanding that the successful firm selected to perform this Value Engineering Study will not be precluded from future work on this project. Such additional work includes the Supplement to Concept Development Phase as well as the Preliminary and Final Design efforts. Should you should have any questions or require any additional information, please do not hesitate to contact Kenneth R. Burkhardt, PE, PTOE at 856.793.0800 or [krburkhardt@mccormicktaylor.com](mailto:krburkhardt@mccormicktaylor.com).

Sincerely,

McCORMICK TAYLOR, INC.

A handwritten signature in cursive script that reads "James C. Wiggans".  
James C. Wiggans, P.E.  
Chief Executive Officer



# Project Schedule - City of Jersey City Value Engineering Study - Route 440 & Routes 1&9T

Task	Days →	Week 1					Week 2 - VP Workshops					Week 3					Week 4					Week 5	Week 6	
		1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26			
Notice to Proceed	▲																							
Pre-Workshop Data Phase		■	■	■	■																			
<i>Kick off meeting with City</i>		■																						
<i>Review of Existing Data and Reports</i>			■	■	■	■																		
<i>Development of Workshop Materials</i>				■	■	■																		
Workshop Information Phase						■																		
Workshop Function Analysis							■	■																
Speculation (Idea) Phase									■															
Evaluation Phase										■														
Development Phase											■													
Presentation Phase												■	■											
<i>Presentation Development</i>												■	■											
<i>Presentation Workshop</i>														■										
Draft Value Planning Report																	■	■	■	■	■			
Review and Comment by City																						■	■	
Final Report Incorporating Comments																								■

## Route 440/1&9T Value Engineering

1. Team Change – We proposed a change in team since TechniQuest was on the original CD team and cannot be utilized for the Value Engineering Team and thus were removed.
  - a. McCormick Taylor
    - i. James Wiggans, PE – Principal
    - ii. Kenneth Burkhardt, PE – Project Manager
    - iii. Amy P. Sokalski, PE, PTOE, PTP – Traffic Operations
    - iv. Kristian Bellotti, PE – Highway Design
    - v. Chang Chung, PE – Bridge Design
    - vi. Anthony M. DiMaggio, PE – Traffic, Intersection Design
    - vii. Vittorio M. Anepete, PE – Cost estimating
    - viii. Mark M. Moschella, PE – Constructability Review
    - ix. Al Federico, PE, PTOE – ADA Design
    - x. Robert DiCroce - QA/QC
  - b. Alfred Benesch Company
    - i. Michael N. Goodkind, PhD, PE, SE, CVS – VE Facilitator
    - ii. Joseph Botto, PE – Livable Communities
    - iii. Muthiah Kasi, PE, SE, CVS – Multi-Modal Mobility
    - iv. George Horas, PE – Economic Development
    - v. Alfred Tomaselli, IV, PE - Safety
  - c. Edwin Reimon, PE – Stormwater management/Drainage
  - d. Robinson
    - i. William Errico - ROW and Survey
    - ii. James Purcell, PE Drainage Stormwater Management
  - e. KMA Engineers
    - i. Darcy Watson-Burnside, PE - Traffic enumeration
    - ii. William Seaman, PLS – ROW and Survey
2. Discipline Change for VE
  - a. Traffic Operations
  - b. Highway Design
  - c. Bridge Design
  - d. Traffic/Intersection Design
  - e. Cost Estimating
  - f. Constructability Review
  - g. ADA Design
  - h. Drainage and Stormwater Management
  - i. Livable Communities
  - j. Multi-Modal Mobility

**k. Economic Development**

**l. Safety**

**3. ESBE Goal Change**

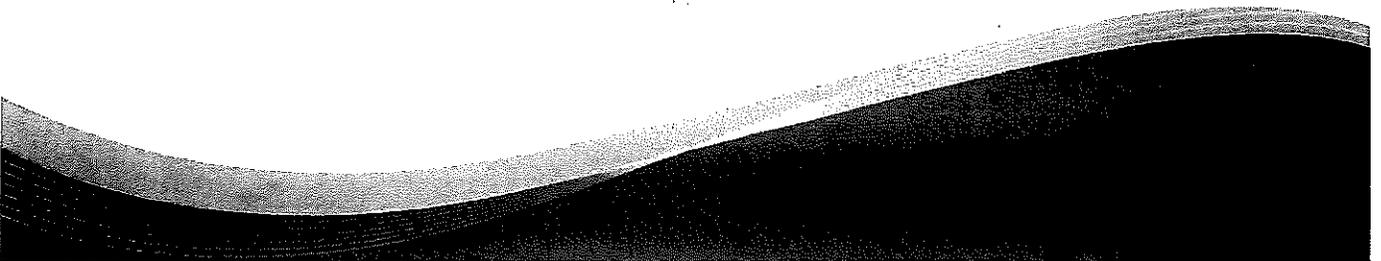
**a. We will be using the NJDOT ESBE goal of 12.49%**

**4. Similar if not same understanding in approach.**

4

# STAFF PLAN

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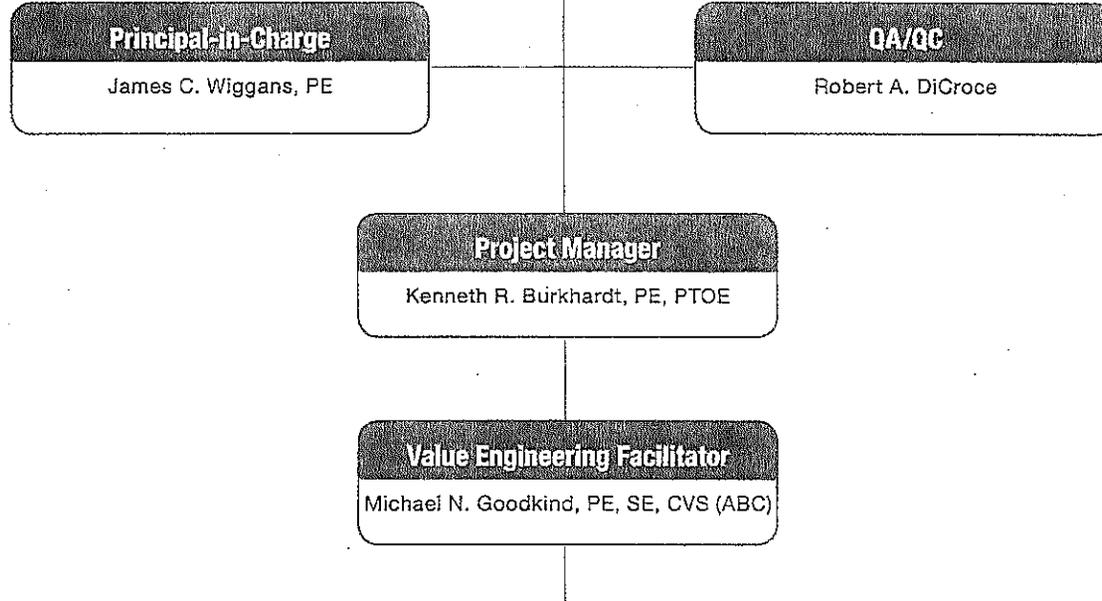
**McCormick Taylor  
in association with:**

- EAR - Edwin A. Reimon, PE, CME
- ABC - Alfred Benesch & Company
- KMA - KMA Consulting Engineers, Inc. (ESBE)
- RAS - Robinson Aerial Surveys (ESBE)

*McCormick Taylor staff unless  
otherwise noted*

# Organization Chart

Value Engineering Study  
Route 440 & Routes 1 & 9T



Value Engineering Study Team			
<b>Traffic Operations</b> Amy P. Sokalski, P.E., PTOE, PTP	<b>Traffic/Intersection Design</b> Anthony M. DiMaggio, PE, PTOE	<b>Environmental Services</b> Walter Marks	<b>Economic Development</b> George Horas, PE (ABC)
<b>Highway Design</b> Kristian Bellotti, PE	<b>Cost Estimating</b> Vittorio M. Anepete, PE	<b>Livable Communities</b> Joseph Botto, PE (ABC)	<b>Safety</b> Alfred Tomaselli, IV, PE (ABC)
<b>Bridge Design</b> Chang H. Chung, PE	<b>Constructability Review</b> Mark S. Moschella, PE	<b>Utilities</b> Hareesh Duggapati, PE (KMA)	<b>Survey/ROW</b> Phil McEntee, Jr., PLS (RAS)
	<b>Drainage &amp; Stormwater Management</b> Edwin A. Reimon, PE, CME (EAR)	<b>Multi-Modal Mobility</b> Muthiah Kasi, PE, SE, CVS (ABC)	



#### IV. STAFF PLAN

##### Commitment and Ability to Perform Work

McCormick Taylor and its subconsultants are familiar with the dedication needed to perform a comprehensive value engineering study for the City of Jersey City. Our team is very familiar with the site and has the experienced personnel, value engineering expertise and qualifications to conduct this study.

Our current and projected workload, as well as that of our subconsultants, will easily enable the McCormick Taylor team to dedicate the resources necessary to complete this Value Engineering Study within the anticipated schedule and budget. It is our opinion that the team currently holds a low level of outstanding work and an abundance of available time for staff commitment to this project. This ensures our staff and resources can be committed to this project at the highest priority level.

##### Commitment to Quality Management

QA/QC will be planned and implemented for this contract through adherence to a Project Specific Quality Assurance Plan, employment of appropriate staff for completion of tasks and quality reviews, coordination with subconsultants and maintenance of technical staff training programs. McCormick Taylor developed an ISO 9001:2000 based Corporate Quality Assurance Plan (CQAP) which is periodically reviewed and updated to ensure it adequately reflects current transportation design standards. With the CQAP as a guideline, we will develop a Project Specific QA/QC plan for this project. We have chosen Robert A. DiCroce, who has over 30 years of engineering experience, including Value Engineering Study submission reviews, to serve as the QA/QC lead. Mr. DiCroce will initially consult with the Value Engineering Study review team to establish milestone deliverable reviews and will only participate during the QA reviews to ensure he is examining the study objectively. Our

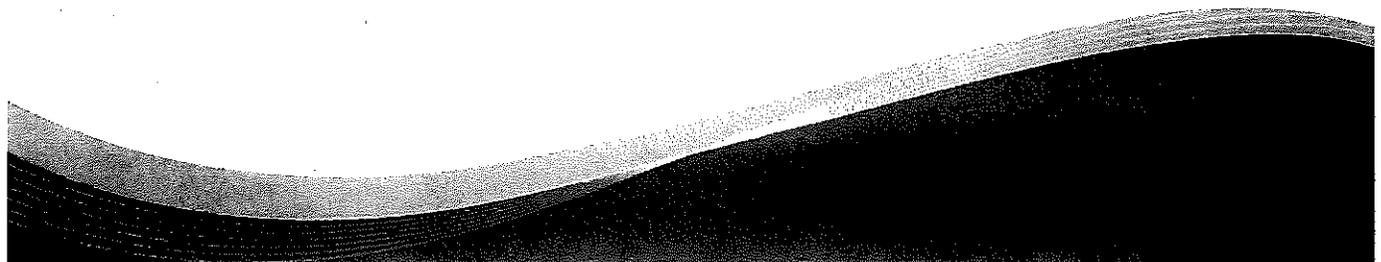
subconsultants will be required to submit their project-specific QA/QC plan for inclusion in our plan and will be required to follow our plan. McCormick Taylor will maintain close coordination with our subconsultant to monitor progress of their work, ensuring compatibility with our work.

##### Attainment of Emerging Small Business Enterprise (ESBE) Participation Goals

We have included the following ESBE firms on our team for this project: KMA Consulting Engineers (KMA) and Robinson Aerial Surveys (RAS). KMA will provide Survey services and utility engineering expertise while RAS will also provide additional survey services as well as Right-of-Way engineering expertise. Staff of both KMA and RAS are well recognized as leading professionals in their areas of expertise. Furthermore, these two firms have provided McCormick Taylor with these same services on numerous past projects and our outstanding relationship will facilitate the successful and timely delivery of this Value engineering Study. The inclusion of these firms on our team will enable us to meet and exceed the ESBE goal of 12.49% of the contract.

# REQUIRED FORMS & CERTIFICATIONS

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Sincerely,



John E. Tully, CPA  
Acting Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

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

TAXPAYER NAME:

**MCCORMICK TAYLOR, INC.**

TAXPAYER IDENTIFICATION#:

TRADE NAME:

SEQUENCE NUMBER:

**0089236**

ADDRESS:

**TWO COMMERCE SQ 2001 MARKET ST  
PHILADELPHIA PA 19103**

ISSUANCE DATE:

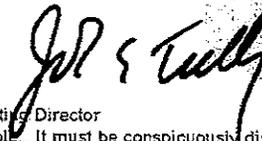
**01/06/04**

EFFECTIVE DATE:

**10/01/82**

FORM-BRC(08-01)

Acting Director



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

01/06/04

Taxpayer Identification#

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law (Public Law 2001, c.134) requires all contractors and subcontractors with State agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609) 292-1730.

I wish you continued success in your business endeavors.

Sincerely,

*John E. Tully*  
John E. Tully, CPA  
Acting Director

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME: MCCORMICK TAYLOR, INC.	TRADE NAME:	
TAXPAYER IDENTIFICATION#: 231-683-759/000	SEQUENCE NUMBER: 0089236	
ADDRESS: TWO COMMERCE SQ 2001 MARKET ST PHILADELPHIA PA 19103	ISSUANCE DATE: 01/06/04	
EFFECTIVE DATE: 10/01/82		<i>John E. Tully</i> Acting Director
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

<b>Taxpayer Name:</b>	ALFRED BENESCH & COMPANY
<b>Trade Name:</b>	
<b>Address:</b>	205 NORTH MICHIGAN AVENUE, STE 2400 CHICAGO, IL 60601-5927
<b>Certificate Number:</b>	1172241
<b>Effective Date:</b>	August 12, 2005
<b>Date of Issuance:</b>	October 24, 2014

**For Office Use Only:**  
20141024125104739



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** REIMON, EDWIN A  
**Trade Name:**  
**Address:** 251 RIDGE ROAD  
LYNDHURST, NJ 07071  
**Certificate Number:** 1905437  
**Effective Date:** October 07, 2014  
**Date of Issuance:** October 09, 2014

**For Office Use Only:**  
20141009094836695

08/24/12

Taxpayer Identification# 542-139-791/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: KMA CONSULTING ENGINEERS, INC.	TRADE NAME: KMA-PC	
ADDRESS: 1010 BERLIN RD CHERRY HILL NJ 08034-1323	SEQUENCE NUMBER: 1041827	
EFFECTIVE DATE: 02/06/04	ISSUANCE DATE: 08/24/12	
FORM-BRC 04-081-0205846V		Director New Jersey Division of Revenue
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

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:  
ROBINSON AERIAL SURVEYS, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#

CONTRACTOR CERTIFICATION#

0098250

ADDRESS  
1 EDGEVIEW DR  
HACKETTSTOWN NJ 07840-4003

ISSUANCE DATE:

02/05/02

EFFECTIVE DATE:  
12/13/90

*Patricia A. Chacchis*

Director, Division of Revenue

FORM-BRC(08-01)

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

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:  
ROBINSON AERIAL SURVEYS, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#

CONTRACTOR CERTIFICATION#

0098250

ADDRESS  
1 EDGEVIEW DR  
HACKETTSTOWN NJ 07840-4003

ISSUANCE DATE:

04/01/02

EFFECTIVE DATE:  
12/13/90

*Francis P. Gata*

Deputy Director

FORM-BRC(08-01)

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

**State of New Jersey**  
Division of Consumer Affairs  
State Board of Professional Engineers and Land Surveyors

THIS CERTIFIES THAT

MC CORMICK TAYLOR, INC.  
2 COMMERCE SQUARE,  
2001 MARKET ST., 10TH FLOOR  
Philadelphia PA 19103

Has met the requirements of the State Board of Professional Engineers and Land Surveyors and is hereby issued a

***CERTIFICATE OF AUTHORIZATION***

to offer the following services

Engineering

08/14/2002

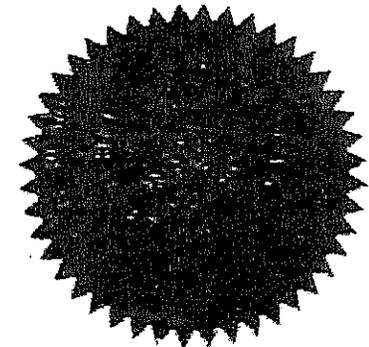
Person in Responsible Charge

JAMES C WIGGANS

For the names of other Responsible Charge Licensees, go to: <http://www.njconsumeraffairs.com/pels/certprt.pdf>

Date: September 8, 2014  
Certificate No. 24GA28044300  
Expiration Date: 08/31/2016

  
\_\_\_\_\_  
Executive Director





MCCOTAY-01

CAJA

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/15/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Graham Company The Graham Building 1 Penn Square West Philadelphia, PA 19102	(215) 567-6300	CONTACT NAME: <b>John Kilgarriff</b>
		PHONE (A/C, No, Ext): <b>215-701-5367</b> FAX (A/C, No): <b>215-599-9936</b>
		E-MAIL ADDRESS: <b>kilgarriff_unit@grahamco.com</b>
		INSURER(S) AFFORDING COVERAGE
		INSURER A: <b>Valley Forge Insurance Company</b>
		INSURER B: <b>ACE American Insurance Co.</b>
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

INSURED **McCormick Taylor, Inc.**  
2001 Market St 10th Floor  
Philadelphia, PA 19103

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		5090786714	11/15/2013	11/15/2014	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b>
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ <b>15,000</b>
						PERSONAL & ADV INJURY \$ <b>1,000,000</b>
						GENERAL AGGREGATE \$ <b>2,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COM/POP AGG \$ <b>2,000,000</b>
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>					\$
A	AUTOMOBILE LIABILITY		5090786731	11/15/2013	11/15/2014	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$
						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	M0053805A005	11/15/2013	11/15/2014	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ <b>1,000,000</b>
	DED <input checked="" type="checkbox"/> RETENTION \$ <b>25,000</b>					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		5090786728	11/15/2013	11/15/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N				N/A
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b>
B	Professional Liability		EONG21671551010	11/15/2013	11/15/2014	Per Claim/Aggregate <b>1MM/1MM</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Limits shown on the above referenced Umbrella and Professional Liability Policies may be lower than the total limits provided.

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF COVERAGE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*John Kilgarriff*

# NJ UCP

**NJTRANSIT**  
The Way To Go.



New Jersey  
Department of Transportation



THE PORT AUTHORITY OF NY & NJ

## CERTIFIED

### DISADVANTAGED BUSINESS ENTERPRISE

## KMA CONSULTING ENGINEERS, INC.

This certificate acknowledges that the above named firm is certified as a Disadvantaged Business Enterprise as defined in Title 49, Part 26 of the US Code of Federal Regulations. This certification will remain in effect for three years from the certification date and must be updated annually. The New Jersey Department of Transportation must be notified within 30 days of any changes in the business that may affect ownership and control.

Your firm will be listed in the NJ UCP directory under the following NAICS Code(s).

NAICS CODE	541330 Engineering Services	541370 Surveying & Mapping Services (except Geophysical)
------------	--------------------------------	-------------------------------------------------------------

NJ Department of Transportation certified your firm as a DBE on behalf of all NJ UCP partners.

Signed: \_\_\_\_\_

Melanie L. Armstrong, Esq., Director

Signed: \_\_\_\_\_

Paul F. Sprewell, Esq., Manager

CERTIFICATION DATE: July 27, 2013

EXPIRATION DATE: July 26, 2016

New Jersey Unified Certification Program

# NJUCP



THE PORT AUTHORITY OF NY & NJ

## CERTIFIED DISADVANTAGED BUSINESS ENTERPRISE ROBINSON AERIALS SURVEYS, INC.

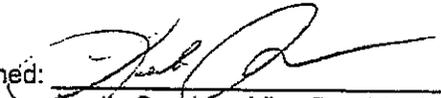
This certificate acknowledges that the above named firm is certified as a Disadvantaged Business Enterprise as defined in Title 49, Part 26 of the US Code of Federal Regulations. This certificate will remain in effect for three years from the issue date and must be updated annually. NJ TRANSIT must be notified within 30 days of any changes in the business that may affect ownership and control.

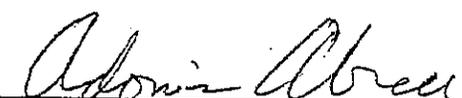
Your firm will be listed in the NJ UCP directory under the following NAICS Code(s).

<b>NAICS CODE</b>	<b>541370</b> Surveying and Mapping (except Geophysical) Services	<b>541360</b> Geophysical Surveying and Mapping Services	<b>541330</b> Engineering Services	<b>* 236210</b> Industrial Building Construction	<b>* 237310</b> Highway, Street, and Bridge Construction
-------------------	-------------------------------------------------------------------------	----------------------------------------------------------------	------------------------------------------	--------------------------------------------------------	----------------------------------------------------------------

*\*(Construction Management Services Only)*

NJ TRANSIT certified your firm as a DBE on behalf of all NJ UCP partners.

Signed:   
 Leotis Sanders, Vice-President  
 Office of Civil Rights

Signed:   
 Adonis Abreu, BDS  
 Office of Civil Rights

ISSUE DATE: July 17, 2013

EXPIRATION DATE: July 17, 2016

(REVISED 4/10)

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status,

affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

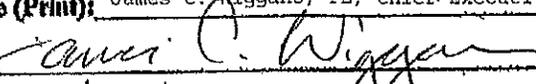
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish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

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

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

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

Representative's Name/Title (Print): James C. Wiggins, PE, Chief Executive Officer

Representative's Signature: 

Name of Company: McCormick Taylor, Inc.

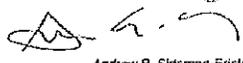
Tel. No.: 215.592.4200 Date: 10/27/14

Certification  
**CERTIFICATE OF EMPLOYEE INFORMATION REPORT 3928**

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

15-JAN-2013 to 15-JAN-2016

MCCORMICK TAYLOR, INC.  
2001 MARKET STREET, 10TH FLOOR  
PHILADELPHIA PA 19103



Andrew P. Sidamon-Eristoff  
State Treasurer

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

McCormick

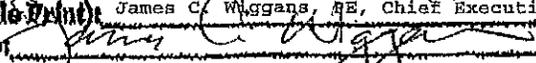
The contractor and the CEO of Taylor, Inc. (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, 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 services on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title (Print): James C. Wiggins, PE, Chief Executive Officer

Representative's Signature: 

Name of Company: McCormick Taylor, Inc.

Tel. No.: 215.592.4200 Date: 11/27/2014

**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:** McCormick Taylor, Inc.  
**Address:** 2001 Market Street, 10th Floor, Philadelphia, PA 19103  
**Telephone No.:** 215.592.4200  
**Contact Name:** James C. Wiggans, PE

Please check applicable category:

Minority Owned Business (MBB)       Minority & Woman Owned Business (MWBB)  
 Woman Owned business (WBB)       Neither

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

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

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that McCormick Taylor, Inc. (name of business entity) has not made any reportable contributions in the **\*\*one-year period preceding** TBD (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 McCormick Taylor, 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: McCormick Taylor, Inc.

Signed James C. Wiggins Title: Chief Executive Officer

Print Name: James C. Wiggins, PE Date: 10/27/2014

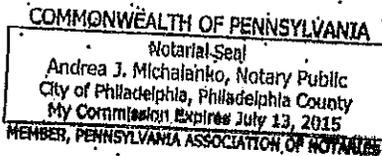
Subscribed and sworn before me  
this 27th day of October, 2014.

My Commission expires: 7.13.15

Andrea J. Michalanko

(Affiant)

Andrea J. Michalanko, Contract Administrator  
(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).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Viola S. Richardson	The Election Fund of Steven Fulop
Lavarro for Council	Councilwoman Michele Massey
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
James C. Wiggans, PE	49 Cove Road, Moorestown, NJ 08057
Patrick J. Guise	47 Turtle Creek Drive, Mullica Hill, NJ 08062

**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: McConhick Taylor, Inc.  
 Signed: James C. Wiggans Title: Chief Executive Officer  
 Print Name: James C. Wiggans, PE Date: 10/27/2014

Subscribed and sworn before me this 27<sup>th</sup> day of October, 2014

My Commission expires: 7.13.15

Andreas Michalanko  
 (Affiant)  
Andreas Michalanko, Contract Administrator  
 (Print name & title of affiant) (Corporate Seal)

COMMONWEALTH OF PENNSYLVANIA  
 Notarial Seal  
 Andrea J. Michalanko, Notary Public  
 City of Philadelphia, Philadelphia County  
 My Commission Expires July 13, 2015  
 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



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

City Clerk File No. Res. 15.065

Agenda No. 10.Z.6

Approved: JAN 28 2015

TITLE:



## RESOLUTION REAPPOINTING CARLA E. SMITH AS A ALTERNATE MEMBER OF THE JERSEY CITY RENT LEVELING BOARD

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

**WHEREAS**, the Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated January 21, 2015, that he has reappointed **Carla E. Smith**, of 131 Kensington Avenue, Apt. 6C, Jersey City, New Jersey, 07304 to serve as a **Alternate Member** of the **Jersey City Rent Leveling Board**, for a period to commence immediately upon adoption of this resolution and expire on January 20, 2016.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the reappointment of **Carla E. Smith** as a **Alternate Member** of the **Jersey City Rent Leveling Board** for the above-mentioned term is hereby advised and consented to pursuant to law.

sjg

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1 28 15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

\_\_\_\_\_  
Robert Byrne, City Clerk



CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

Report of Directors  
8.e  
Meeting 01.28.2015

January 21, 2015

President and Members of the Municipal Council  
City Of Jersey City  
280 Grove Street  
Jersey City, N.J. 07302

Dear President and Members,

Kindly be advised that I have reappointed **Carla E. Smith**, of 131 Kensington Avenue, Apt. 6C, Jersey City, New Jersey, 07304 to serve as a **Alternate Member** of the **Jersey City Rent Leveling Board**. Ms. Smith's term will commence upon the adoption of the resolution and expire on January 20, 2016.

I respectfully request your advice and consent to this appointment.

Sincerely,

A handwritten signature in black ink, appearing to be "S. Fulop", written over a horizontal line.

Steven M. Fulop  
Mayor

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

P: 201 547 5200  
F: 201 547 5442

WWW.JERSEYCITYNJ.GOV  
WWW.CITYOFJERSEYCITY.COM

cc: Jeremy Farrell, Corporation Counsel  
Robert Kakoleski, Business Administrator  
Robert Byrne, City Clerk  
Charles Odei, Rent Leveling Board  
Mark Albiez, Chief of Staff, Mayor's Office  
Nancy Warlikowski, Mayor's Office  
Carla E. Smith

CARLA E. SMITH  
131 Kensington Avenue, Apt. 6C  
Jersey City, NJ 07304  
(201) 433-1370

#### HIGHLIGHTS OF QUALIFICATIONS

- Excellent typing skills
- Experienced with dictation, word processing and short-hand
- Conscientious; dependable; punctual
- Motivated to learn

#### PROFESSIONAL EXPERIENCE

##### Administrative:

- Word processing, dictation, short-hand and typing
- Organized files and library materials
- Answered telephones; handled mail; photocopied documents

##### Medical:

- Typed research papers and books covering topics such as neurology, child psychiatry and child abuse
- Ongoing knowledge of medical terminology
- Maintained medical records; took patient histories
- Familiar with the operation and theory of the EKG machines

##### Legal:

- Paralegal training
- Typed orders, motions, judgments and litigation related documents
- Heavy usage of dictaphone, short-hand, telephones and filing
- Won Secretary of the Month award

#### *Presently typed* EMPLOYMENT HISTORY

1989-1996 (part-time)	Administrative Secretary Daniel Queen, Inc. Engineering Assoc., NY
1989-1994 (part-time)	Legal Secretary, Ray Korona, Esq., Jersey City
1993 (part-time)	Secretary/Receptionist State of New Jersey-Dept. of Labor Division of Vocational Rehab. Services Jersey City
1985-1986	Secretary State of New Jersey Board of Medical Examiners (Olsten Temporary Agency, Newark)
1981-1985	Legal Secretary New York Rent Board, New York
1971-1976	Medical Secretary Kings County Hospital, Division of Child & Adolescent Psychiatry, Brooklyn
1967-1970	Medical Secretary Pack Medical Group, New York
1964-1967	Medical Secretary Wills Eye Hospital, Philadelphia

APPLICATION TO RENT CONTROL BOARD- REFERRED BY ANTHONY CRUZ, DEP. MAYOR

September 20, 2001  
ADDENDUM AND UPDATE TO  
RESUME OF CARLA E. SMITH

EMPLOYMENT HISTORY

1995-6/01      Freelance Secretary Jewish Family Counseling Service  
Bayonne, N. J.  
Office Manager & Supervisor: Mrs. Jackie Bradly  
Telephone No. 201-436-1299

Duties: Statistical Typing & Filing, Answering the Telephone, etc.

COMMUNITY AND CIVIC WORK

1983 UNTIL PRESENT TIME

President Tenant Organization  
131 Kensington Ave. , Apt. C6  
Jersey City, N. J., 07304  
Tel. No. 201-433-1370  
Democratic Committee Woman under the leadership  
of Bill O'Dea  
Staunch Activist for Rent Control throughout the years

Active participant at City Council Meetings  
Member of Jersey City Tenants Organization

Receiving Recognition Award from Norbert Herrold  
Member of New Jersey Tenants Organization for ,many years

Member of Hudson County Tenants Council  
Officer of Hudson County Tenants County for quite a few years.

Member of Jersey City Tenants Union  
Secretary  
Under Direction of Chairman Anthony Cruz now Deputy Mayor  
Currently a member of Hudson County Board of Elections for many years

REFERENCES: William O'Dea, Hudson County Freeholder, Known many years.  
Anthony Cruz, Deputy Mayor , Worked with for many years in Tenant Work  
Betty Outlaw (Has known myself and my husband for many years.)  
Mayor Glenn Cunningham:  
My husband and I have been associated and known Mayor Glenn Cunningham  
for many years in the struggle for a fair and equitable Jersey City. I believe he  
knows me to be honest, civic minded and a strong believer to stand up for what  
is right and just.

COMMENT: If I become a member of the Rent Board, I will do my civic duty in a  
conscientious, reasonable and honest manner.

EDUCATION: Additional - Graduated Hudson County School of Technology  
Legal Assistant II, 1998, A Average-Paralegal Advanced, 1990 (A Average)

cc: Glenn Cunningham, Mayor  
Mr. Jerry Letizia, Officer, Coordinator, in Charge Rent Board Applications  
Anthony Cruz, Deputy Mayor  
William O'Dea, Freeholder  
Betty Outlaw, Former Superintendent Board of Elections

EDUCATION

- 1990 Paralegal Institute -  
Legal Assistant Certificate
- 1988 Bayonne Adult Education -Certificates in:  
speedwriting - Lanier word processing - medical  
and legal secretary
- 1986 New York University Adult Education  
Medical Terminology -Ethics & Law Certificate\*
- 1967 Temple University Evening School, Philadelphia  
Associate degree: Liberal Arts & Business
- 1966 Lansdale Business School -  
Administrative Secretary Degree

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

City Clerk File No. Res. 15.066

Agenda No. 10.Z.7

Approved: JAN 28 2015

TITLE:



## A RESOLUTION AUTHORIZING A LICENSE AGREEMENT OF CITY-OWNED PROPERTY LOCATED AT 627 GRAND STREET FROM JANUARY, 2015 TO JANUARY, 2016 WITHIN THE MORRIS CANAL REDEVELOPMENT AREA TO THE JERSEY CITY REDEVELOPMENT AGENCY

**WHEREAS**, the City of Jersey City is the owner of a certain parcel of real property known and designated as:

<u>BLOCK</u>	<u>LOT</u>	<u>STREET ADDRESS</u>
15501	2	627 Grand Street

situated in the City of Jersey City, Hudson County, New Jersey; and as more particularly shown on the Official Assessment Map and referenced in the designation assigned to individual tax lot in the records of the Tax Assessor (hereinafter "Property"); and

**WHEREAS**, the Municipal Council of the City of Jersey City has declared, that the Property contained within the Morris Canal Study Area is an area deemed "in need of redevelopment" pursuant to N.J.S.A. 40A:55-12 et. seq.; and

**WHEREAS**, the Municipal Council adopted, by Ordinance No.99-035 at its meeting of March 22, 1999, the Morris Canal Redevelopment Plan; and

**WHEREAS**, the Property lies within the legally established boundaries of the Morris Canal Redevelopment Plan Area; and

**WHEREAS**, the Jersey City Redevelopment Agency has development responsibilities within the Morris Canal Redevelopment Area to effectuate the rehabilitation, redevelopment and revitalization of the Morris Canal Redevelopment Area; and

**WHEREAS**, the Jersey City Redevelopment Agency has deemed it necessary to request a License Agreement of Property from the City of Jersey City to accomplish activities in support of redevelopment within the Morris Canal Redevelopment Plan; and

**WHEREAS**, the City of Jersey City may grant a License Agreement of the Property to the Jersey City Redevelopment Agency pursuant to N.J.S.A. 40A:12A-39(a) & (f).

City Clerk File No. Res. 15.066

Agenda No. 10.7.7 JAN 28 2015

TITLE:

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

1. Pursuant to N.J.S.A. 40A:12A-39(a) & (f) a License Agreement of Property known as

<u>BLOCK</u>	<u>LOT</u>	<u>STREET ADDRESS</u>
15501	2	627 Grand Street

to the Jersey City Redevelopment Agency is hereby authorized.

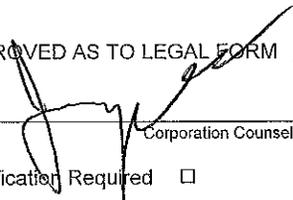
2. That the Mayor, Business Administrator and appropriate Division of the municipality hereby authorize a License Agreement of the aforesaid Property to the Jersey City Redevelopment Agency.
  - A. All Resolutions and part of Resolutions inconsistent herewith are hereby repealed.
  - B. This Resolution shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this Resolution codified and incorporated in the official copies of the Jersey City Code.
  - C. This Resolution shall take effect at the time and in the manner as provided by law.
  - D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of the Resolution reveals that there is a conflict between those numbers and the existing code in order to avoid confusion and possible accidental repealers of existing provisions.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM \_\_\_\_\_

APPROVED:  \_\_\_\_\_

Business Administrator

 \_\_\_\_\_

Corporation Counsel

Certification Required

Not Required

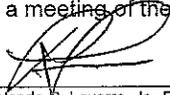
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>1.28.15</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

A RESOLUTION AUTHORIZING A LICENSE AGREEMENT OF CITY-OWNED PROPERTY LOCATED AT 627 GRAND STREET FROM JANUARY, 2015 TO JANUARY, 2016 WITHIN THE MORRIS CANAL REDEVELOPMENT AREA TO THE JERSEY CITY REDEVELOPMENT AGENCY

**Initiator**

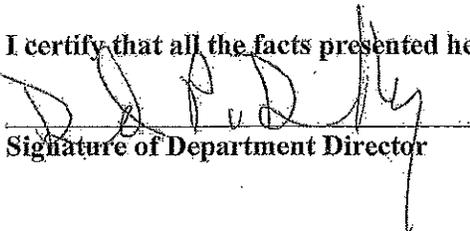
Department/Division	Jersey City Redevelopment Agency	
Name/Title	David Donnelly	Executive Director
Phone/email	201-761-0820	donnelyd@jcnj.org

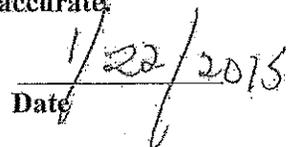
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

The Jersey City Redevelopment Agency desires the site for equipment staging, planning, due diligence development investigations, ongoing maintenance issues regarding the adjacent medical arts building adjacent to this address in preparation for a potential future project and to continue the Agency's goal of redevelopment and revitalization activities within the Morris Canal Redevelopment Area.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

### LICENSE AGREEMENT

This **AGREEMENT** is made this \_\_\_\_ day of January, 2015, between the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, [City or Licenser] and **JERSEY CITY REDEVELOPMENT AGENCY**, with offices at 66 York Street, Jersey City, NJ [Licensee.]

**WITNESSETH** that:

1. The City is the owner of certain property located within Block 15501 , Lot 2 more commonly known by the street address of 627 Grand Street particularly described by the metes and bounds and depicted on the map, both of which is attached hereto as Exhibit A.
2. Licensee has a temporary need for use of the City Property for the following purposes and no other purpose whatsoever: activities in support of redevelopment.
3. This License shall commence on January 15<sup>th</sup>, 2014 and shall expire no later than one (1) years thereafter January 15<sup>th</sup> 2016. In order to obtain access to the Property, Licensee must first notify the City's Division of Real Estate.
4. The City agrees to permit Licensee or its duly designated agents, servants, employees, contractors or invitees, to enter onto the City Property for the purposes set forth above of and for no other purpose whatsoever.
5. No permanent improvements or equipment shall be used or permitted to be placed on the property, without the prior written approval of the City's Engineer.
6. Licensee shall pay the City a user fee equal to the sum of \$1.00 payable on January 15<sup>th</sup> 2014 for this License commencing on the date this agreement is executed. This is a user fee only and does not constitute rent or fair market value.
7. Licensee shall defend, indemnify, save and hold harmless the City from any and all accidents, losses, damages, claims, demands, suits, judgments, liens, expenses or damages whatsoever including but not limited to any environmental damage or claims caused or exacerbated by the use of the Property, arising by reason of this Agreement or the use of the Property by Licensee or any of its agents, servants, employees, contractors or invitees, in, on or about the Property during the term of this agreement, whether the use of the Property is within or outside the scope of the above permitted use. Licensee's obligations hereunder shall survive any termination of this Agreement.

8. Licensee agrees to carry Property Damage and Comprehensive General Liability Insurance for an amount not less than \$1,000,000 or such other type and amount as is deemed necessary or appropriate by the City's Risk Manager. Licensee shall furnish to the City a Certificate of Insurance for the benefit of Licensee, naming the City, its employees or agents as additional named insured and covering the Property herein described. Delivery of Certificates of Insurance evidencing policies of insurance and proof of payment of premium shall be delivered to the City prior to exercising any rights under this Agreement but in no event later than five (5) days prior to the commencement of any activities conducted pursuant to this Agreement.

9. All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with Licensee's use of the City Property, shall be reported immediately to the City of Jersey City, Division of Risk Management, the Office of Real Estate and the City Engineer, as authorized representatives of the City together with all information required by the City on prescribed forms to be provided by the City.

10. Licensee shall accept sole responsibility for any or all security, if necessary, for its personnel, equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invitees on the property, at no cost to the City of Jersey City.

11. The Licensee acknowledges and agrees that it shall be permitted to place only that machinery and materials as is permitted with the prior written approval of the City Engineer.

12. Any improvements or equipment installed or used by Licensee in connection with its use of the City Property that may be removed without damage to Licensee's property shall be deemed to be the property of Licensee and shall be removed by it at the termination of the License, or not later than two (2) days thereafter. In the event that the same is not removed, it shall be deemed abandoned and the City shall have the right to dispose of the same and charge Licensee for any cost of disposing thereof.

13. Licensee shall provide in writing to the City the names of two (2) authorized representatives of Licensee who shall be responsible for adherence to the terms and conditions of the License before, during and after the effective date of this License. No other persons are to speak or act for Licensee.

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

City: City of Jersey City  
Business Administrator  
City Hall  
280 Grove Street  
Jersey City, NJ 07302

Licensee: Jersey City Redevelopment Agency  
66 York Street, Second Floor  
Jersey City, N.J. 07302

15. The City reserves unto itself for any and all purposes, all rights of entry and possession, including but not limited to the inspection, repair and maintenance of any City utilities and for any public purpose.

16. Licensee shall at its own cost and expense restore the area to the same condition it was in prior to the commencement date of this license to the reasonable satisfaction of the City Engineer.

17. The parties intend only to create a temporary license and not to convey a lease, easement or any other interest or estate in or running with the land. It is specifically agreed and understood that Licensee will not acquire any prescriptive interest or rights whatsoever to the City Property under this License.

18. Licensee shall not assign this Agreement, or any part thereof, or occupy the Property for any other reason or reasons then herein stipulated in this Agreement, under penalty of damages and forfeiture.

19. The City reserves the right to terminate the agreement at will upon ten (10) days prior written notice to Licensee.

20. All of the above terms and conditions shall be binding on Licensee, the City and all other parties for which the Property is herein licensed. The City reserves the right to terminate the License at any time during the term hereof for good cause, including but not limited to any violation of any applicable land use or construction code regulations, or to advance or effectuate any public purpose or policy, upon thirty (30) days prior written notice to Licensee.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date above written.

ATTEST:

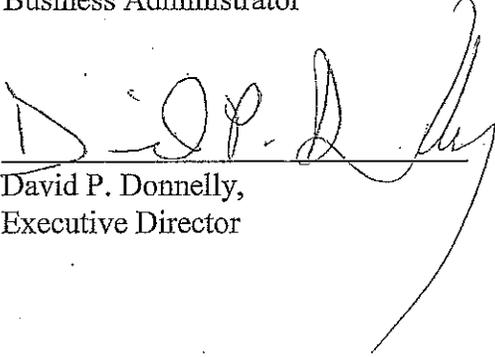
CITY OF JERSEY CITY

\_\_\_\_\_  
Robert Byrne  
City Clerk

\_\_\_\_\_  
Robert Kakoleski,  
Business Administrator

WITNESS:

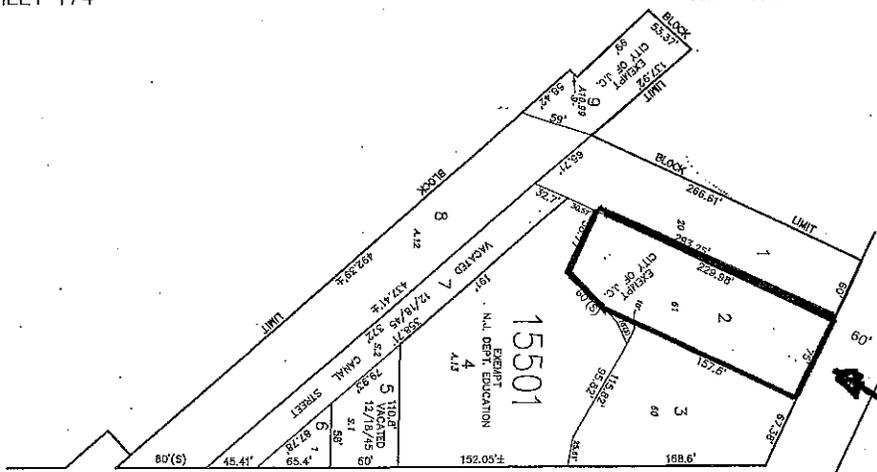


  
\_\_\_\_\_  
David P. Donnelly,  
Executive Director

DATE	BY	REVISIONS	BLOCK	LOT

SEE SHEET 174

SEE SHEET 173

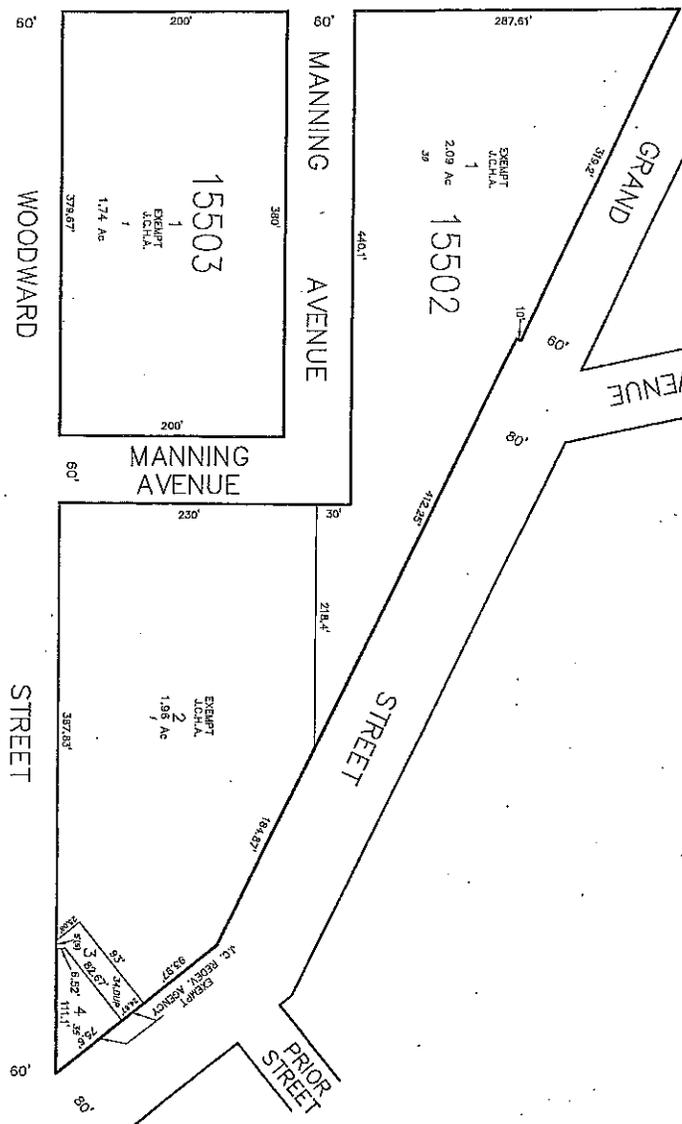


JOHNSTON AVENUE

JOHNSTON AVENUE

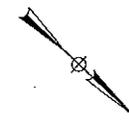
FAIRMOUNT AVENUE

SEE SHEET 154



SEE SHEET 156

SEE SHEET 136



**T.M.**  
 TITLE MAPPING, INC.  
 1100 ROUTE 100  
 SUITE 200  
 NEW JERSEY 07102  
 TEL: 908-765-1000  
 FAX: 908-765-1001  
 WWW.TITLEMAPPING.COM

**T.M.**  
 TITLE MAPPING, INC.  
 1100 ROUTE 100  
 SUITE 200  
 NEW JERSEY 07102  
 TEL: 908-765-1000  
 FAX: 908-765-1001  
 WWW.TITLEMAPPING.COM

ARI - 0042406/07/23/00

THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED  
 DRAFTING/DESIGN (CAD) AND COMPUTER GRAPHICS.

**TAX MAP**  
 CITY OF JERSEY CITY  
 HUDSON COUNTY, NEW JERSEY  
 SCALE: 1" = 50'  
 AUGUST, 2005

**RICHARD A. MORALLE, P.E., P.L.S.**  
 T & M ASSOCIATES  
 11 TINDALL ROAD, HUNDELTON, NEW JERSEY, 07748

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

City Clerk File No. Res. 15-067

Agenda No. 10.Z.8

Approved: JAN 28 2015

TITLE:



## RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY DOCUMENT REPROCESSORS, INC. FOR PROVIDING EMERGENCY DATA PROCESSING SERVICES TO RECOVER DOCUMENTS AND FILES DAMAGED BY HURICANE SANDY

COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, as a result of the flooding of City Hall in the City of Jersey City (the "City") that occurred on October 29, 2012, thousands of documents and files stored in the basement by the Tax Assessor, City Clerk, Personnel, Real Estate and Risk Management were damaged; and

**WHEREAS**, Document Reprocessors, Inc., an experienced document cleaning and restoration company was available on short notice and has restored the damaged documents for the City pursuant to an emergency contract awarded by the City Council on February 27, 2013 by Resolution 13-120; and

**WHEREAS**, in November of 2014, it came to the City's attention that the contract had expired earlier; and

**WHEREAS**, the vendor and various City employees mistakenly believed that the contract awarded on February 27, 2013 had not expired and continued the work involving the restoration of the documents damaged by Hurricane Sandy; and

**WHEREAS**, Document Reprocessors, Inc. provided services from December, 2012 to December, 2014 based on the prices contained in the contract awarded by the City Council on February 27, 2013; and

**WHEREAS**, Document Reprocessors, Inc. has requested that the City pay it the sum of \$1,839,656.84; and

**WHEREAS**, Gregory Corrado, Assistant Business Administrator for the City of Jersey City has reviewed Document Reprocessors, Inc.'s request for payment and has certified that Document Reprocessors, Inc. rendered the services requested by the City from December, 2012 through December 2014 and has certified that Document Reprocessors, Inc.'s bill for providing such services is fair and reasonable; and

**WHEREAS**, Document Reprocessors, Inc. performed the services in good faith and is entitled to receive payment for the reasonable cost of services; and

**WHEREAS**, the sum of \$1,839,656.84 is available in Account No. 01-272-55-000-043.

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

City Clerk File No. Res. 15.067

Agenda No. 10.Z.8 JAN 28 2015

TITLE:

- 1) The Purchasing Agent is hereby authorized to pay Document Reprocessors, Inc. the sum of \$1,839,656.84 for providing document restoration services from November 1, 2012 to December 31, 2014; and
- 2) The approval of this payment is subject to the execution of a release and affidavit by Document Reprocessors, Inc. certifying that the submitted claim represents the reasonable expense of the performance of services actually rendered, but not in excess of its actual expenses, and deleting profits in addition to releasing the City from any liability in connection with claims that it may have against the City for providing the document restoration services; and
- 3) The Business Administrator and Purchasing Agent are hereby authorized to take such other actions that are necessary to effectuate the purposes of this Resolution.

I Donna Mauer Donna Mauer, Chief Financial Officer certify that funds in the amount of \$1,839,656.84 are available in Account No. 01-272-55-000-043. PO# 116080

JMcK  
1/22/2015

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: [Signature] Business Administrator

[Signature] Corporation Counsel

Certification Required

Not Required

APPROVED 8-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
Roblando 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 PAYMENT OF A CLAIM SUBMITTED BY DOCUMENT REPROCESSORS, INC. FOR PROVIDING EMERGENCY DATA PROCESSING SERVICES TO RECOVER DOCUMENTS AND FILES DAMAGED BY HURICANE SANDY**

**Project Manager**

Department/Division	Business Administrator's Office	
Name/Title	Robert Kakoleski	Business Administrator
Phone/email	(201) 547-4642	rjkakoleski@icnj.org

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

**Contract Purpose**

Document Reprocessors, Inc. has sanitized and digitally restored City documents damaged by Hurricane Sandy since November, 2012. It recently came to the City's attention that both Document Reprocessors, Inc. and various City employees were mistakenly continuing work pursuant to a contract authorized by the City Council on February 23, 2013. This resolution authorizes the payment of the claim submitted by Document Reprocessors, Inc. for the services rendered on the condition that Document Reprocessors, Inc. executes a release and affidavit certifying that the submitted claim represents the reasonable expense of the performance of services actually rendered, but not in excess of its actual expenses, and deleting profits in addition to releasing the City from any liability in connection with claims that it may have against the City for providing the document restoration services

**Cost (Identify all sources and amounts)**

\$1,839,656.84

**Contract term (include all proposed renewals)**

N/A

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

1/22/15

0. c  
REARO #5 172,135.67 +  
PAID -  
BAL \* 89,233.86 0  
0. c

6,632.71 +  
6,632.71 +  
6,632.71 +  
55,380.00 +  
36,847.82 +  
\* 89,233.86 +  
250,757.13 +  
296,298.56 +  
240,666.33 +  
241,496.66 +  
214,927.57 +  
173,898.98 +  
220,251.80 +  
1,839,656.84 0  
0. c



SPECIALISTS IN RESTORATION OF ALL FORMS OF MEDIA SINCE 1979

**BOOKS**  
Library, Leatherbound  
Rare and Oversized  
Ledgers and Plat books

**DOCUMENTS**  
Business Materials  
Engineering Plans  
Architectural Plans

**MICROGRAPHIC/MAGNETIC**  
X-Rays, CD, DVD, VHS, hard drives  
Photos, Negatives, Glass Plate  
Microfilm, Microfiche, Apertures



WEST COAST: 1354 ROLLINS ROAD • BURLINGAME, CALIFORNIA 94010 • (800) 437-9464 • (650) 461-7711 • FAX (650) 491-8713  
EAST COAST: 40 RAILROAD AVENUE • RUSHVILLE, NEW YORK 14534 • (866) 437-9464 • (518) 554-4500 • FAX (518) 554-4117  
E-MAIL: docrep@documentreprocessors.com WEB ADDRESS: http://www.documentreprocessors.com

CITY OF JERSEY CITY  
280 GROVE STREET  
JERSEY CITY, NJ 07302

INVOICE # 20120871130s  
DATE November 30, 2014

Attn: Peter Soriero  
Attn: Bob Gallagher

Title: Deputy City Clerk

### STORAGE INVOICE #23

To invoice you for storage of materials: 11/01/2014 thru 11/30/2014

Item	Qty	Pallets	Pallets thru Billing	Units	GSA Contract Pricing	Per	Extension
Total Cartons - Originally	3037	127					
Total Cartons - Previously Billed	0						
Total Cartons - This Billing	0		127				
Total Ledgers - Originally - est	218	6					
Total Ledgers - Previously Billed	0	0					
Total Ledgers - This Billing	0	0					
Total - Engineering Dwgs - Originally	0	0					
Total Engineering Dwgs - Previously Billed	0	0					
Total Engineering Dwgs - This Billing	0	0					
Total Pallets - Originally		133					
Pallets - Processed Previous		0					
Pallets - Processed Current Cartons			133				
Pallets - Processed Current Ledgers			0				
Pallets - Processed Current Misc			0				
Pallets in Cold storage - Current			0				
Total Pallets - Cold Storage + Processed			133				

### INVOICE COMPILATION

STORAGE							
Net Storage - October	133						
Net Storage - November	133		133	pallets	\$ 49.87	pallet/month	\$ 6,632.71
				Invoice Total			\$ 6,632.71
				Sales Tax			Tax exempt
				Balance Due			\$ 6,632.71

Terms: Less 2% if paid in 10 days, Net 30 days Federal ID: 16-1368649 Thank You  
Remit: Document Reprocessors of New York, Inc, 40 Railroad Ave., Rushville NY 14544

In USA & CANADA 24 hour assistance 1-800-4-DRYING (437-9464)  
"IF IT'S WET, WE'LL DRY IT"







SPECIALISTS IN RESTORATION OF ALL FORMS OF MEDIA SINCE 1979

**BOOKS**  
Library, Leatherbound  
Rare and Oversized  
Ledgers and Plaidbooks

**DOCUMENTS**  
Business Materials  
Engineering Plans  
Architectural Plans

**MICROGRAPHIC/MAGNETIC**  
X-Rays, CD, DVD, VHS, hard drives  
Photos, Negatives, Glass Plate  
Microfilm, Microfiche, Apertures



WEST COAST: 1334 HOLLINS ROAD • BURLINGAME, CALIFORNIA 94010 • (650) 437-9464 • (650) 401-7711 • FAX (650) 401-8711  
EAST COAST: 40 RAILROAD AVENUE • RUSHVILLE, NEW YORK 14514 • (888) 437-9464 • (685) 654-4500 • FAX (885) 554-4117  
E-MAIL: docreps@documentreprocessors.com WEB ADDRESS: http://www.documentreprocessors.com

CITY OF JERSEY CITY  
280 GROVE STREET  
JERSEY CITY, NJ 07302

INVOICE # 20120870530R  
DATE: May 30, 2014

Attn: Peter Soriero  
Attn: Bob Gallagher

Title: Deputy City Clerk

**Reproduction Invoice #5**

To Invoice you for the Reproduction of your material: 5/01/2014 thru 5/30/2014

	Hours	GSA Rate	Amount	
	Hours	GSA Rate	Total	
<b>Cleaning</b>				
Tech I	1293.00	\$42.99	\$52,266.87	
Tech II	430.25	\$54.86	\$23,603.52	\$75,870.39
	1663.25			
<b>Scanning Prep.</b>				
Tech I	1179.50	\$42.99	\$49,999.01	
Tech II	452.50	\$54.86	\$24,824.15	\$74,823.16
	1632.00			
<b>Scanning</b>				
Tech I	36.75	\$42.99	\$1,557.83	
Tech II	34.75	\$54.86	\$1,906.39	\$3,464.22
	71.50			
<b>Copy Check</b>				
Tech I	4.50	\$42.99	\$190.70	
Tech II	4.50	\$54.86	\$246.87	\$437.63
	9.00			
<b>QA/QC</b>				
Tech I	45.25	\$42.99	\$1,918.15	
Tech II	17.75	\$54.86	\$973.77	\$2,891.92
	63.00			
<b>Chain Of Custody</b>				
Tech I	1.00	\$42.99	\$42.99	
Tech II	45.75	\$54.86	\$2,509.85	\$2,552.24
	46.75			
<b>Technical Services</b>				
Tech II	28.00	\$54.86	\$1,536.08	\$1,536.08
	28.00			
<b>Project Accountant</b>				
Project Accountant	11.25	\$54.86	\$ 617.18	\$ 617.18
	11.25			
<b>Project Coordinator</b>				
Project Coordinator	2.00	\$84.84	\$ 129.68	\$ 129.68
	2.00			
<b>Production Manager</b>				
Production Manager	77.50	\$84.79	\$6,571.23	\$6,571.23
	77.50			
<b>Project Manager</b>				
Project Manager	26.00	\$124.69	\$ 3,241.94	\$ 3,241.94
	26.00			
		Invoice Total		\$172,135.67
		NYS Sales Tax		exempt
		Balance Due		\$172,135.67
		NYS Tax = exempt		

Terms: Less 2% if paid in 10 days, Net 30 days  
Federal ID: 16-1368649  
Thank You  
Remit: Document Reprocessors of New York, Inc, 40 Railroad Ave., Rushville NY 14544

In USA & CANADA 24 hour assistance 1-800-4-DRYING (437-9464)  
- "IF IT'S WET, WE'LL DRY IT"

SPECIALISTS IN RESTORATION OF ALL FORMS OF MEDIA SINCE 1979

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Rare and Oversized  
Ledgers and Plat books

**DOCUMENTS**  
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Engineering Plans  
Architectural Plans

**MICROGRAPHIC/MAGNETIC**  
X-Rays, CD, DVD, VHS, hard drives  
Photos, Negatives, Glass Plate  
Microfilm, Microfiche, Apertures



WEST COAST: 1384 ROLLINS ROAD • BURLINGAME, CALIFORNIA 94010 • (800) 437-9464 • (650) 401-7711 • FAX (650) 401-6711  
EAST COAST: 40 RAILROAD AVENUE • RUSHVILLE, NEW YORK 14544 • (888) 437-9464 • (585) 551-4500 • FAX (585) 554-4117  
E-MAIL: dcreps@documentreprocessors.com WEB ADDRESS: http://www.documentreprocessors.com

CITY OF JERSEY CITY  
280 GROVE STREET  
JERSEY CITY, NJ 07302

INVOICE # 20120870630R  
DATE June 30, 2014

Attn: Peter Soriero  
Attn: Bob Gallagher

Title: Deputy City Clerk

**Reproduction Invoice #7** #6

To Invoice you for the Reproduction of your material: 6/01/2014 thru 6/30/2014

	Hours	GSA Rate	Amount	
<b>Cleaning</b>				
Tech I	1210.25	\$42.39	\$51,302.50	
Tech II	378.25	\$54.86	\$20,750.80	\$72,053.30
	1588.50			
<b>Scanning Prep</b>				
Tech I	1181.00	\$42.39	\$50,062.59	
Tech II	560.75	\$54.86	\$30,762.75	\$80,825.34
	1741.75			
<b>Scanning</b>				
Tech I	397.25	\$42.39	\$16,839.43	
Tech II	55.00	\$54.86	\$3,017.30	\$19,856.73
	452.25			
<b>Copy Check</b>				
Tech I	622.25	\$42.39	\$26,377.18	
Tech II	142.25	\$54.86	\$7,803.84	\$34,181.02
	764.50			
<b>QA/QC</b>				
Tech I	385.00	\$42.39	\$16,320.15	
Tech II	207.25	\$54.86	\$11,369.74	\$27,689.89
	592.25			
<b>Chain Of Custody</b>				
Tech I	0.00	\$42.39	\$0.00	
Tech II	59.25	\$54.86	\$3,250.46	\$3,250.46
	59.25			
<b>Technical Services</b>				
Tech II	13.50	\$54.86	\$740.61	\$740.61
	13.50			
<b>Project Accountant</b>				
Project Accountant	17.25	\$54.86	\$946.34	\$946.34
	17.25			
<b>Production Manager</b>				
Production Manager	82.25	\$84.79	\$6,973.98	\$6,973.98
	82.25			
<b>Project Manager</b>				
Project Manager	34.00	\$124.69	\$4,239.46	\$4,239.46
	34.00			
		Invoice Total		\$250,757.13
		NYS Sales Tax		exempt
		Balance Due		\$250,757.13

Terms: Less 2% if paid in 10 days, Net 30 days

Federal ID: 16-1368649

Thank You

Remit: Document Reprocessors of New York, Inc, 40 Railroad Ave., Rushville NY 14544

In USA & CANADA 24 hour assistance 1-800-4-DRYING (437-9464)

"IF IT'S WET, WE'LL DRY IT"

SPECIALISTS IN RESTORATION OF ALL FORMS OF MEDIA SINCE 1978

**BOOKS**  
Library, Leatherbound,  
Rare and Oversized  
Ledgers and Plai books

**DOCUMENTS**  
Business Materials,  
Engineering Plans,  
Architectural Plans,

**MICROGRAPHIC/MAGNETIC**  
X-Rays, CD, DVD, VHS, hard drives  
Photos, Negatives, Glass Plate  
Microfilm, Microfiche, Apertures



WEST COAST: 1364 ROLLINS ROAD, DUBLINGAME, CALIFORNIA 94010 • (650) 457-9464 • (650) 401-7711 • FAX (650) 401-8711  
EAST COAST: 40 RAILROAD AVENUE, RUSHVILLE, NEW YORK 14544 • (888) 437-9464 • (585) 554-4500 • FAX (585) 554-4117  
E-MAIL: docreps@documentreprocessors.com WEB ADDRESS: http://www.documentreprocessors.com

CITY OF JERSEY CITY  
280 GROVE STREET  
JERSEY CITY, NJ 07302

INVOICE # 20120870731R  
DATE July 31, 2014

Attn: Peter Soriero  
Attn: Bob Gallagher

Title: Deputy City Clerk

**Reproduction Invoice #7**

To Invoice you for the Reproduction of your material: 7/01/2014 thru 7/31/2014

	Hours	GSA Rate	Amount	
<b>Cleaning</b>			<b>Total</b>	
Tech I	922.25	\$42.39	\$39,084.18	
Tech II	269.25	\$54.86	\$14,771.06	\$53,865.24
	1191.50			
<b>Scanning Prep</b>			<b>Total</b>	
Tech I	1740.25	\$42.39	\$73,769.20	
Tech II	814.60	\$54.86	\$33,711.67	\$107,480.67
	2354.75			
<b>Scanning</b>			<b>Total</b>	
Tech I	586.00	\$42.39	\$24,840.54	
Tech II	175.00	\$54.86	\$9,600.50	\$34,441.04
	761.00			
<b>Copy Check</b>			<b>Total</b>	
Tech I	886.50	\$42.39	\$29,100.74	
Tech II	302.25	\$54.86	\$16,581.44	\$45,682.18
	988.75			
<b>QA/QC</b>			<b>Total</b>	
Tech I	717.00	\$42.39	\$30,393.63	
Tech II	163.75	\$54.86	\$8,983.33	\$39,376.96
	880.75			
<b>Chain Of Custody</b>			<b>Total</b>	
Tech I	0.00	\$42.39	\$0.00	
Tech II	82.50	\$54.86	\$4,525.95	\$4,525.95
	82.50			
<b>Technical Services</b>			<b>Total</b>	
Tech II	7.50	\$54.86	\$411.45	\$411.45
	7.50			
<b>Project Accountant</b>			<b>Total</b>	
Project Accountant	29.50	\$54.86	\$ 1,618.37	\$ 1,618.37
	29.50			
<b>Project Coordinator</b>			<b>Total</b>	
Project Coordinator	4.00	\$64.84	\$ 259.36	\$ 259.36
	4.00			
<b>Production Manager</b>			<b>Total</b>	
Production Manager	70.25	\$84.79	\$5,956.50	\$5,956.50
	70.25			
<b>Project Manager</b>			<b>Total</b>	
Project Manager	21.50	\$124.89	\$ 2,680.84	\$ 2,680.84
	21.50			
			<b>Invoice Total</b>	<b>\$296,298.56</b>
			<b>NYS Sales Tax</b>	<b>exempt</b>
<b>NYS Tax = exempt</b>			<b>Balance Due</b>	<b>\$296,298.56</b>

Terms: Less 2% if paid in 10 days; Net 30 days  
Federal ID: 16-1368649  
Remit: Document Reprocessors of New York, Inc, 40 Railroad Ave., Rushville NY 14544  
Thank You

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CITY OF JERSEY CITY  
280 GROVE STREET  
JERSEY CITY, NJ 07302

INVOICE # 20120870630R  
DATE August 30, 2014

Attn: Peter Sorjaro  
Attn: Bob Gallagher

Title: Deputy City Clerk

**Reproduction Invoice #8**

To Invoice you for the Reproduction of your material: 8/01/2014 thru 8/30/2014

	Hours	GSA Rate	Amount	
<b>Cleaning</b>			<b>Hours</b>	<b>Total</b>
Tech I	81.00	\$42.39		\$2,585.79
Tech II	21.00	\$54.86		\$1,152.06
	82.00			\$3,737.85
<b>Scanning Prep</b>			<b>Hours</b>	<b>Total</b>
Tech I	2231.00	\$42.39		\$94,572.09
Tech II	707.50	\$54.86		\$38,813.45
	2938.50			\$133,385.54
<b>Scanning</b>			<b>Hours</b>	<b>Total</b>
Tech I	527.75	\$42.39		\$22,371.32
Tech II	195.25	\$54.86		\$10,711.42
	723.00			\$33,082.74
<b>Copy Check</b>			<b>Hours</b>	<b>Total</b>
Tech I	572.50	\$42.39		\$24,268.28
Tech II	232.25	\$54.86		\$12,741.24
	804.75			\$37,009.52
<b>QA/QC</b>			<b>Hours</b>	<b>Total</b>
Tech I	238.75	\$42.39		\$10,120.61
Tech II	84.00	\$54.86		\$3,511.04
	302.75			\$13,631.65
<b>Chain Of Custody</b>			<b>Hours</b>	<b>Total</b>
Tech I	0.00	\$42.39		\$0.00
Tech II	83.75	\$54.86		\$4,594.53
	83.75			\$4,594.53
<b>Technical Services</b>			<b>Hours</b>	<b>Total</b>
Tech II	33.00	\$54.86		\$1,810.38
	33.00			\$1,810.38
<b>Project Accountant</b>			<b>Hours</b>	<b>Total</b>
Project Accountant	27.75	\$54.86		\$1,522.37
	27.75			\$1,522.37
<b>Project Coordinator</b>			<b>Hours</b>	<b>Total</b>
Project Coordinator	6.00	\$64.84		\$389.04
	6.00			\$389.04
<b>Production Manager</b>			<b>Hours</b>	<b>Total</b>
Production Manager	68.75	\$84.79		\$5,829.31
	68.75			\$5,829.31
<b>Project Manager</b>			<b>Hours</b>	<b>Total</b>
Project Manager	45.50	\$124.69		\$5,673.40
	45.50			\$5,673.40
			Invoice Total	\$240,666.33
			NYS Sales Tax	exempt
			Balance Due	\$240,666.33
			NYS Tax = exempt	

Terms: Less 2% if paid in 10 days, Net 30 days  
Federal ID: 16-1338649  
Remit: Document Reprocessors of New York, Inc, 40 Railroad Ave., Rushville NY 14544  
Thank You

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CITY OF JERSEY CITY  
280 GROVE STREET  
JERSEY CITY, NJ 07302

INVOICE # 20120870930R  
DATE September 30, 2014

Attn: Peter Soriero  
Attn: Bob Gallagher

Title: Deputy City Clerk

**Reproduction Invoice #9**

To Invoice you for the Reproduction of your material: 9/01/2014 thru 9/30/2014

	Hours	GSA Rate	Amount	
<b>Scanning Prep</b>				
	Hours	GSA Rate	Total	
Tech I	1710.50	\$42.39	\$72,508.10	
Tech II	1092.25	\$54.86	\$59,920.84	
	2802.75			
<b>Scanning</b>				
	Hours	GSA Rate	Total	
Tech I	440.50	\$42.39	\$18,672.80	
Tech II	96.00	\$54.86	\$5,266.56	
	536.50			
<b>Copy Check</b>				
	Hours	GSA Rate	Total	
Tech I	450.75	\$42.39	\$19,107.29	
Tech II	272.50	\$54.86	\$14,949.35	
	723.25			
<b>QA/QC</b>				
	Hours	GSA Rate	Total	
Tech I	482.25	\$42.39	\$20,442.58	
Tech II	158.50	\$54.86	\$8,695.31	
	640.75			
<b>Chain Of Custody</b>				
	Hours	GSA Rate	Total	
Tech I	0.00	\$42.39	\$0.00	
Tech II	28.00	\$54.86	\$1,536.08	
	28.00			
<b>Technical Services</b>				
	Hours	GSA Rate	Total	
Tech I	0.50	\$42.39	\$21.20	
Tech II	41.00	\$54.86	\$2,249.26	
	41.50			
<b>Project Accountant</b>				
	Hours	GSA Rate	Total	
Project Accountant	72.25	\$54.86	\$ 3,983.64	\$ 3,983.64
	72.25			
<b>Project Coordinator</b>				
	Hours	GSA Rate	Total	
Project Coordinator	15.00	\$64.84	\$ 972.60	\$ 972.60
	15.00			
<b>Production Manager</b>				
	Hours	GSA Rate	Total	
Production Manager	115.50	\$84.79	\$9,793.25	\$9,793.25
	115.50			
<b>Project Manager</b>				
	Hours	GSA Rate	Total	
Project Manager	27.25	\$124.69	\$ 3,397.80	\$ 3,397.80
	27.25			
			Invoice Total	\$241,496.66
			NYS Sales Tax	exempt.
			Balance Due	\$241,496.66

Terms: Less 2% if paid in 10 days, Net 30 days

Federal ID: 16-1368649

Thank You

Remit: Document Reprocessors of New York, Inc, 40 Railroad Ave., Rushville NY 14544

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CITY OF JERSEY CITY  
280 GROVE STREET  
JERSEY CITY, NJ 07302

INVOICE # 20120871031R  
DATE October 31, 2014

Attn: Peter Soriero  
Attn: Bob Gallagher

Title: Deputy City Clerk

### Reproduction Invoice #10

To Invoice you for the Reproduction of your material: 10/01/2014 thru 10/31/2014

	Hours	GSA Rate	Amount	
<b>Scanning Prep</b>				
Tech I	1583.00	\$42.39	\$67,108.37	
Tech II	967.50	\$54.86	\$53,077.05	\$120,180.42
	2550.50			
<b>Scanning</b>				
Tech I	488.50	\$42.39	\$20,707.62	
Tech II	115.00	\$54.86	\$6,308.90	\$27,016.42
	603.50			
<b>Copy Check</b>				
Tech I	360.00	\$42.39	\$15,260.40	
Tech II	194.00	\$54.86	\$10,642.84	\$25,903.24
	554.00			
<b>QA/QC</b>				
Tech I	245.00	\$42.39	\$10,385.55	
Tech II	150.50	\$54.86	\$8,256.43	\$18,641.98
	395.50			
<b>Chain Of Custody</b>				
Tech I	0.00	\$42.39	\$0.00	
Tech II	72.25	\$54.86	\$3,963.64	\$3,963.64
	72.25			
<b>Technical Services</b>				
Tech I	0.00	\$42.39	\$0.00	
Tech II	87.50	\$54.86	\$4,800.25	\$4,800.25
	87.50			
<b>Project Accountant</b>				
Project Accountant	31.50	\$54.86	\$1,728.09	\$1,728.09
	31.50			
<b>Project Coordinator</b>				
Project Coordinator	2.00	\$64.84	\$129.68	\$129.68
	2.00			
<b>Production Manager</b>				
Production Manager	107.00	\$84.79	\$9,072.53	\$9,072.53
	107.00			
<b>Project Manager</b>				
Project Manager	28.00	\$124.69	\$3,491.32	\$3,491.32
	28.00			
		Invoice Total		\$214,927.67
		NYS Sales Tax		exempt
		Balance Due		\$214,927.67

Terms: Less 2% if paid in 10 days, Net 30 days

Federal ID: 16-1368649

Thank You

Remit: Document Reprocessors of New York, Inc, 40 Railroad Ave., Rushville NY, 14544

In USA & CANADA 24 hour assistance 1-800-4-DRYING (437-9464)

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CITY OF JERSEY CITY  
280 GROVE STREET  
JERSEY CITY, NJ 07302

DATE December 31, 2014

Attn: Peter Soriero  
Attn: Bob Gallagher

Title: Deputy City Clerk

### INVOICE SUMMARY

DATE	INVOICE	AMOUNT			
12/11/12	PACKOUT	\$43,918.44	paid		
					\$43,918.44
12/31/12	STORAGE INVOICE #1 (December)	\$6,632.71	paid		
1/31/13	STORAGE INVOICE #2 (January)	\$6,632.71	paid		
2/28/13	STORAGE INVOICE #3 (February)	\$6,632.71	paid		
4/30/13	STORAGE INVOICE #4 (March & April)	\$13,265.42	paid		
5/31/13	STORAGE INVOICE #5 (May)	\$6,632.71	paid		
6/30/13	STORAGE INVOICE #6 (June)	\$6,632.71	paid		
7/31/13	STORAGE INVOICE #7 (July)	\$6,632.71	paid		
8/30/13	STORAGE INVOICE #8 (August)	\$6,632.71	paid		
9/30/13	STORAGE INVOICE #9 (September)	\$6,632.71	paid		
10/31/13	STORAGE INVOICE #10 (October)	\$6,632.71	paid		
11/30/13	STORAGE INVOICE #11 (November)	\$6,632.71	paid		
12/31/13	STORAGE INVOICE #12 (December)	\$6,632.71	paid		
1/31/14	STORAGE INVOICE #13 (January 2014)	\$6,632.71	paid		
2/28/14	STORAGE INVOICE #14 (February 2014)	\$6,632.71	paid		
3/31/14	STORAGE INVOICE #15 (March 2014)	\$6,632.71	paid		
4/30/14	STORAGE INVOICE #16 (April 2014)	\$6,632.71	paid		
5/30/14	STORAGE INVOICE #17 (May 2014)	\$6,632.71	paid		
6/30/14	STORAGE INVOICE #18 (June 2014)	\$6,632.71	paid		
7/31/14	STORAGE INVOICE #19 (July 2014)	\$6,632.71	paid		
8/30/14	STORAGE INVOICE #20 (August 2014)	\$6,632.71	paid		
9/30/14	STORAGE INVOICE #21 (September 2014)	\$6,632.71	paid		
10/31/14	STORAGE INVOICE #22 (October 2014)	\$6,632.71	open		
11/30/14	STORAGE INVOICE #23 (November 2014)	\$6,632.71	open		
12/31/14	STORAGE INVOICE #24 (December 2014)	\$6,632.71	open		
					\$165,817.75
12/31/12	VFD/STERILIZATION INVOICE #1 (Cartons and Ledgers)	\$142,675.07	paid		
5/8/13	VFD/STERILIZATION INVOICE #2 (Eng. Drawings)	\$2,927.59	paid		
					\$145,002.66
3/29/13	INVENTORY INVOICE (March)	\$31,069.23	paid		
4/30/13	INVENTORY INVOICE (April)	\$22,800.32	paid		
5/31/13	INVENTORY INVOICE (May)	\$8,755.68	paid		
6/30/13	INVENTORY INVOICE (June)	\$21,844.24	paid		
7/31/13	INVENTORY INVOICE (July)	\$8,588.08	paid		
8/30/13	INVENTORY INVOICE (August)	\$16,651.88	paid		
9/30/13	INVENTORY INVOICE (September)	\$35,163.39	paid		
10/31/13	INVENTORY INVOICE (October)	\$39,090.86	paid		
11/30/13	INVENTORY INVOICE (November)	\$17,330.02	paid		
12/31/13	INVENTORY INVOICE (December)	\$36,166.45	paid		
1/31/14	INVENTORY INVOICE (January 2014)	\$32,859.90	paid		

2/28/14	INVENTORY INVOICE (February 2014)		\$29,065.88	paid	
3/31/14	INVENTORY INVOICE (March 2014)		\$33,792.21	paid	
4/30/14	INVENTORY INVOICE (April 2014)		\$38,822.19	paid	
5/30/14	INVENTORY INVOICE (May 2014)		\$36,075.49	paid	
					\$407,075.32
6/30/14	SORTING/VERIFICATION INVOICE		\$35,449.90	paid	
7/31/14	SORTING/VERIFICATION INVOICE		\$30,759.87	paid	
8/30/14	SORTING/VERIFICATION INVOICE		\$28,743.86	paid	
9/30/14	SORTING/VERIFICATION/INDEXING INVOICE		\$38,802.79	paid	
10/31/14	SORTING/VERIFICATION/INDEXING INVOICE		\$55,380.00	open	
11/30/14	SORTING/VERIFICATION/INDEXING INVOICE		\$36,847.82	open	
					\$225,984.24
1/31/14	REPRODUCTION INVOICE #1 (January 2014)		\$39,786.83	paid	
2/28/14	REPRODUCTION INVOICE #2 (February 2014)		\$9,005.92	paid	
3/31/14	REPRODUCTION INVOICE #3 (March 2014)		\$94,497.82	paid	
4/30/14	REPRODUCTION INVOICE #4 (April 2014)	<i>Am. DUE</i>	\$193,488.74	paid	
5/30/14	REPRODUCTION INVOICE #5 (May 2014)	<i>\$ 87,232.86</i>	\$172,135.67	partial paid	
6/30/14	REPRODUCTION INVOICE #6 (June 2014)		\$250,757.13	open	
7/31/14	REPRODUCTION INVOICE #7 (July 2014)		\$296,298.58	open	
8/30/14	REPRODUCTION INVOICE #8 (August 2014)		\$240,666.33	open	
9/30/14	REPRODUCTION INVOICE #9 (September 2014)		\$241,495.66	open	
10/31/14	REPRODUCTION INVOICE #10 (October 2014)		\$214,927.57	open	
11/30/14	REPRODUCTION INVOICE #11 (November 2014)		\$173,898.98	open	
					\$1,926,960.31
12/31/12	FINANCE CHARGE		\$658.78	open	
1/31/13	FINANCE CHARGE		\$2,908.27	open	
2/28/13	FINANCE CHARGE		\$3,051.39	open	
3/28/13	FINANCE CHARGE		\$3,196.65	open	
4/30/13	FINANCE CHARGE		\$3,710.64	open	
5/31/13	FINANCE CHARGE		\$1,508.38	open	
6/30/13	FINANCE CHARGE		\$1,796.75	open	
7/31/13	FINANCE CHARGE		\$1,442.81	open	
8/30/13	FINANCE CHARGE		\$1,692.76	open	
9/30/13	FINANCE CHARGE		\$2,067.42	open	
10/31/13	FINANCE CHARGE		\$2,725.38	open	
11/30/13	FINANCE CHARGE		\$3,452.11	open	
12/31/13	FINANCE CHARGE		\$3,863.33	open	
1/31/14	FINANCE CHARGE		\$2,929.75	open	
2/28/14	FINANCE CHARGE		\$4,162.88	open	
3/31/14	FINANCE CHARGE		\$4,895.89	open	
4/30/14	FINANCE CHARGE		\$6,993.17	open	
5/30/14	FINANCE CHARGE		\$10,682.22	open	
6/30/14	FINANCE CHARGE		\$11,735.89	open	
7/31/14	FINANCE CHARGE		\$16,304.52	open	
8/30/14	FINANCE CHARGE		\$21,554.46	open	
9/30/14	FINANCE CHARGE		\$26,018.42	open	
10/31/14	FINANCE CHARGE		\$27,039.76	open	
11/30/14	FINANCE CHARGE		\$26,547.77	open	
12/31/14	FINANCE CHARGE		\$29,312.40	open	
					\$220,251.80
			Invoice Total		\$3,135,010.52
			NYS Sales Tax		exempt
			Less Payments		(\$1,295,353.75)
			Balance Due		\$1,839,656.77
			NYS Tax = exempt		

Terms: Net 30 days  
Federal ID: 16-1368649

Hamilt: Document Reprocessors of New York, Inc, 40 Railroad Ave., Rushville NY 14544

Thank You

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\* PAID \$82,901.81

City of Jersey City Finance Charges Calculation

Date	Invoices, Payments and FC	Totals	Balance Carried Forward	Finance Charges
11/30/12	PACKOUT	\$ 43,918.44	\$ 43,918.44	
12/31/12	STORAGE INVOICE #1 (December)	\$ 6,632.71	\$ 50,551.15	
12/31/12	VFD/STERILIZATION INVOICE #1 (Carlons and Ledgers)	\$ 142,675.07	\$ 193,226.22	
12/31/12	FINANCE CHARGE	\$ 658.70	\$ 193,885.00	\$ 658.70
1/31/13	STORAGE INVOICE #2 (January)	\$ 6,632.71	\$ 200,517.71	
1/31/13	FINANCE CHARGE	\$ 2,908.27	\$ 203,425.98	\$ 2,908.27
2/28/13	STORAGE INVOICE #3 (February)	\$ 6,632.71	\$ 210,058.69	
2/28/13	FINANCE CHARGE	\$ 3,051.39	\$ 213,110.08	\$ 3,051.39
3/29/13	INVENTORY INVOICE (March)	\$ 31,059.23	\$ 244,179.31	
3/29/13	FINANCE CHARGE	\$ 3,196.65	\$ 247,375.96	\$ 3,196.65
4/15/13	PAYMENT RECEIVED	\$ (105,593.51)	\$ 60,782.45	
4/30/13	STORAGE INVOICE #4 (March & April)	\$ 13,265.42	\$ 74,047.87	
4/30/13	INVENTORY INVOICE (April)	\$ 22,000.32	\$ 96,048.19	
4/30/13	FINANCE CHARGE	\$ 3,710.64	\$ 100,558.83	\$ 3,710.64
5/8/13	VFD/STERILIZATION INVOICE #2 (Eng. Drawings)	\$ 2,327.59	\$ 102,886.42	
5/31/13	STORAGE INVOICE #5 (May)	\$ 6,632.71	\$ 109,519.13	
5/31/13	INVENTORY INVOICE (May)	\$ 8,755.68	\$ 118,274.81	
5/31/13	FINANCE CHARGE	\$ 1,508.38	\$ 119,783.19	\$ 1,508.38
6/7/13	PAYMENT RECEIVED	\$ (53,869.62)	\$ 65,913.57	
6/30/13	STORAGE INVOICE #6 (June)	\$ 6,632.71	\$ 72,546.28	
6/30/13	INVENTORY INVOICE (June)	\$ 21,844.24	\$ 94,390.52	
6/30/13	FINANCE CHARGE	\$ 1,796.75	\$ 96,187.27	\$ 1,796.75
7/31/13	STORAGE INVOICE #7 (July)	\$ 6,632.71	\$ 102,819.98	
7/31/13	INVENTORY INVOICE (July)	\$ 8,688.06	\$ 111,508.04	
7/31/13	FINANCE CHARGE	\$ 1,442.81	\$ 112,950.87	\$ 1,442.81
8/30/13	STORAGE INVOICE #8 (August)	\$ 6,632.71	\$ 119,583.58	
8/30/13	INVENTORY INVOICE (August)	\$ 16,551.80	\$ 136,135.46	
8/30/13	FINANCE CHARGE	\$ 1,692.76	\$ 137,828.22	\$ 1,692.76
9/30/13	STORAGE INVOICE #9 (September)	\$ 6,632.71	\$ 144,460.93	
9/30/13	INVENTORY INVOICE (September)	\$ 35,163.39	\$ 179,624.32	
9/30/13	FINANCE CHARGE	\$ 2,067.42	\$ 181,691.76	\$ 2,067.42
10/31/13	STORAGE INVOICE #10 (October)	\$ 6,632.71	\$ 188,324.46	
10/31/13	INVENTORY INVOICE (October)	\$ 39,090.86	\$ 227,415.32	
10/31/13	FINANCE CHARGE	\$ 2,725.38	\$ 230,140.69	\$ 2,725.38
11/30/13	STORAGE INVOICE #11 (November)	\$ 6,632.71	\$ 236,773.40	
11/30/13	INVENTORY INVOICE (November)	\$ 17,330.02	\$ 254,103.42	
11/30/13	FINANCE CHARGE	\$ 3,452.11	\$ 257,555.53	\$ 3,452.11
12/23/13	PAYMENT RECEIVED	\$ (108,901.56)	\$ 148,653.97	
12/31/13	STORAGE INVOICE #12 (December)	\$ 6,632.71	\$ 155,286.68	
12/31/13	INVENTORY INVOICE (December)	\$ 36,156.45	\$ 191,443.13	
12/31/13	FINANCE CHARGE	\$ 3,863.33	\$ 195,306.47	\$ 3,863.33
1/31/14	STORAGE INVOICE #13 (January 2014)	\$ 6,632.71	\$ 201,939.18	
1/31/14	INVENTORY INVOICE (January 2014)	\$ 32,859.90	\$ 234,809.08	
1/31/14	REPRODUCTION INVOICE #1 (January 2014)	\$ 39,786.83	\$ 274,595.91	
1/31/14	FINANCE CHARGE	\$ 2,929.75	\$ 277,525.65	\$ 2,929.75
2/28/14	STORAGE INVOICE #14 (February 2014)	\$ 6,632.71	\$ 284,158.36	
2/28/14	INVENTORY INVOICE (February 2014)	\$ 29,065.30	\$ 313,223.74	
2/28/14	REPRODUCTION INVOICE #2 (February 2014)	\$ 9,005.92	\$ 322,229.66	
2/28/14	FINANCE CHARGE	\$ 4,162.88	\$ 326,392.55	\$ 4,162.88
3/31/14	STORAGE INVOICE #15 (March 2014)	\$ 6,632.71	\$ 333,025.29	
3/31/14	INVENTORY INVOICE (March 2014)	\$ 33,792.21	\$ 366,817.47	
3/31/14	REPRODUCTION INVOICE #3 (March 2014)	\$ 94,497.82	\$ 461,315.39	
3/31/14	FINANCE CHARGE	\$ 4,895.69	\$ 466,211.28	\$ 4,895.69
4/30/14	STORAGE INVOICE #16 (April 2014)	\$ 6,632.71	\$ 472,843.99	
4/30/14	INVENTORY INVOICE (April 2014)	\$ 38,822.19	\$ 511,666.18	
4/30/14	REPRODUCTION INVOICE #4 (April 2014)	\$ 193,488.74	\$ 705,154.92	
4/30/14	FINANCE CHARGE	\$ 6,993.17	\$ 712,148.09	\$ 6,993.17
5/21/14	PAYMENT RECEIVED	\$ (154,281.66)	\$ 557,866.53	
5/30/14	STORAGE INVOICE #17 (May 2014)	\$ 6,632.71	\$ 564,499.24	
5/30/14	INVENTORY INVOICE (May 2014)	\$ 35,075.49	\$ 599,574.73	
5/30/14	REPRODUCTION INVOICE #5 (May 2014)	\$ 172,135.67	\$ 771,710.40	
5/30/14	FINANCE CHARGE	\$ 10,682.22	\$ 782,392.62	\$ 10,682.22
6/30/14	STORAGE INVOICE #18 (June 2014)	\$ 6,632.71	\$ 789,025.39	
6/30/14	SORTING/VERIFICATION INVOICE	\$ 35,448.90	\$ 824,474.29	
6/30/14	REPRODUCTION INVOICE #6 (June 2014)	\$ 250,767.13	\$ 1,075,241.98	
6/30/14	FINANCE CHARGE	\$ 11,735.69	\$ 1,086,977.67	\$ 11,735.69
7/31/14	STORAGE INVOICE #19 (July 2014)	\$ 6,632.71	\$ 1,093,610.38	
7/31/14	SORTING/VERIFICATION INVOICE	\$ 30,769.87	\$ 1,124,380.25	
7/31/14	REPRODUCTION INVOICE #7 (July 2014)	\$ 295,298.56	\$ 1,420,678.81	
7/31/14	FINANCE CHARGE	\$ 16,304.52	\$ 1,436,983.33	\$ 16,304.52
8/30/14	STORAGE INVOICE #20 (August 2014)	\$ 6,632.71	\$ 1,443,616.04	
8/30/14	SORTING/VERIFICATION INVOICE	\$ 28,743.86	\$ 1,472,359.90	
8/30/14	REPRODUCTION INVOICE #8 (August 2014)	\$ 240,666.33	\$ 1,713,026.23	
8/30/14	FINANCE CHARGE	\$ 21,554.48	\$ 1,734,580.71	\$ 21,554.48
9/12/14	PAYMENT RECEIVED	\$ (244,861.33)	\$ 1,489,719.38	
9/30/14	STORAGE INVOICE #21 (September 2014)	\$ 6,632.71	\$ 1,496,352.09	
9/30/14	SORTING/VERIFICATION/INDEXING INVOICE	\$ 38,802.79	\$ 1,535,154.88	
9/30/14	REPRODUCTION INVOICE #9 (September 2014)	\$ 241,498.65	\$ 1,776,653.53	
9/30/14	FINANCE CHARGE	\$ 26,018.42	\$ 1,802,671.95	\$ 26,018.42
10/10/14	PAYMENT RECEIVED	\$ (336,779.41)	\$ 1,465,892.54	
10/31/14	STORAGE INVOICE #22 (October 2014)	\$ 6,632.71	\$ 1,472,525.25	
10/31/14	SORTING/VERIFICATION/INDEXING INVOICE	\$ 55,380.00	\$ 1,527,905.25	
10/31/14	REPRODUCTION INVOICE #10 (October 2014)	\$ 214,927.57	\$ 1,742,832.82	
10/31/14	FINANCE CHARGE	\$ 27,039.76	\$ 1,769,872.58	\$ 27,039.76
11/17/14	PAYMENT RECEIVED	\$ (69,618.30)	\$ 1,700,254.28	
11/30/14	STORAGE INVOICE #23 (November 2014)	\$ 6,632.71	\$ 1,706,886.99	
11/30/14	SORTING/VERIFICATION/INDEXING INVOICE	\$ 6,847.82	\$ 1,713,734.81	
11/30/14	REPRODUCTION INVOICE #11 (November 2014)	\$ 178,899.85	\$ 1,892,634.66	
11/30/14	FINANCE CHARGE	\$ 26,547.77	\$ 1,919,182.43	\$ 26,547.77
12/22/14	PAYMENT RECEIVED	\$ (109,449.40)	\$ 1,809,733.03	
12/31/14	STORAGE INVOICE #24 (December 2014)	\$ 6,632.71	\$ 1,816,365.74	
12/31/14	FINANCE CHARGE	\$ 29,312.40	\$ 1,845,678.14	\$ 29,312.40
				\$ 220,251.01

I, Gregory Corrado, the Assistant Business Administrator for the City of Jersey City, certify that the bills submitted by Document Reprocessors, Inc. are for services rendered and delivered to the City of Jersey City regarding the restoration of documents stored in the basement of City Hall that were damaged by Hurricane Sandy.

\_\_\_\_\_  
Gregory Corrado, Assistant Business Administrator  
City of Jersey City

Date: \_\_\_\_\_

## RELEASE AND AFFIDAVIT

This Release, dated \_\_\_\_\_, 2015, is given by the Releasor, **Document Reprocessors, Inc.**, referred to as "I", to the City of Jersey City, and its agents and employees, referred to as "You."

### 1. Release

I release and give up any and all claims and rights which I may have against you. This releases all claims, including those of which I am not aware and those not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now. I specifically release the following claims:

Any and all claims, direct and indirect, and rights for any injury and/or damage which I may have against the City of Jersey City, and its agents and employees arising out of the provision of services or materials by me to the City of Jersey City in connection with a contract between the City of Jersey City and I authorized by the City Council on February 23, 2013 in Resolution 13-123 involving the restoration of documents damaged by Hurricane Sandy.

### 2. Payment

As consideration for the Release, I will be paid **\$1,839,656.84** from You. I agree that I will not seek anything further including any other payment from You. I certify that this payment is for the reasonable expense of the performance of the services actually rendered, but not in excess of my actual expenses, and deleting profits.

### 3. Who is Bound

I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities.

4. **Signatures**

I understand and agree to the terms of this Release.

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Date

Witnesses or Attested By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Date

STATE OF )  
 )  
 )  
COUNTY OF )

I certify that on \_\_\_\_\_, 2015,  
personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) this person is the \_\_\_\_\_ of Document  
Reprocessors, Inc. the corporation named in this document;
- (b) this person is the attesting witness to the signing of this document by the  
proper corporate officer who is  
the \_\_\_\_\_ of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary  
act duly authorized by a proper resolution of its Board of Directors;
- (d) this person knows the proper seal of the corporation which was affixed to  
this document;
- (e) this person signed this proof to attest to truth of these facts.

Signed and sworn to before me on \_\_\_\_\_  
\_\_\_\_\_, 2015

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

City Clerk File No. Res. 15.068

Agenda No. 10.7.9

Approved: JAN 28 2015

TITLE:



## RESOLUTION REJECTING ALL PROPOSALS FOR THE PROVISION OF EMPLOYEE MEDICAL SERVICES

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

**WHEREAS**, the City of Jersey City (City) desires to award a contract for the provision of employee medical services; and

**WHEREAS**, the City issued a Request for Proposals (RFP) to award a contract for the provision of employee medical services on November 19, 2014; and

**WHEREAS**, the City received 3 responses to its RFP on December 12, 2014; and

**WHEREAS**, N.J.S.A 40A:11-13.2 authorizes the City to reject all proposals if it so desires to make substantial changes to the proposal requirements; and

**WHEREAS**, the City will issue a new Request for Proposals for the provision of employee medical services with substantial changes as soon as practicable, contingent upon rejection of all proposals as set forth in this resolution;

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the City rejects all proposals submitted in response to RFP for the provision of employee medical services.

APPROVED: *Nancy Ramos*

APPROVED AS TO LEGAL FORM *gc*

APPROVED: *John Miller*  
Business Administrator

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*[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 REJECTING ALL PROPOSALS FOR THE PROVISION OF EMPLOYEE MEDICAL SERVICES**

**Initiator**

Department/Division	Human Resources	Director's Office
Name/Title	Nancy Ramos	Human Resources Director
Phone/email	(201) 547-5224	nancyr@jcnj.org

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

**Resolution Purpose**

To authorizes the City to reject all proposals if it so desires to make substantial changes to the proposal requirements.

**I certify that all the facts presented herein are accurate.**

Nancy Ramos  
**Signature of Department Director**

1/22/15  
**Date**

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

City Clerk File No. Res. 15.069

Agenda No. 10.Z.10

Approved: JAN 28 2015



**TITLE: RESOLUTION DETERMINING THE NEED OF THE CITY OF JERSEY CITY FOR THE MONTGOMERY GARDENS FAMILY PHASE I URBAN RENEWAL ASSOCIATES, LP, PROJECT**

**COUNCIL Offered and moved adoption of the following Resolution:**

**WHEREAS**, Montgomery Gardens Family Phase I Urban Renewal Associates, LP, [Sponsor] proposes to construct an Affordable Housing Project which will be known as Montgomery Gardens Family Phase I Urban Renewal Associates, LP, [Project] more particularly described in Schedule A attached hereto; and

**WHEREAS**, the Project will consist of four (4) buildings ranging in height from three to four (3-4) stories, with a total of 126 units of rental housing, of which 116 will be affordable housing units and the additional ten (10) will be market rate units, on a site known as Block 13602, Lots 1.01 (to be known as Lots 1.04, 1.06, 1.08, and 1.09 after subdivision), on the Official Assessment Map of the City of Jersey City, and more commonly known by the street address of 561 Montgomery Street; and

**WHEREAS**, the Project will be constructed and operated in accordance with the New Jersey Housing and Mortgage Finance Agency Law, N.J.S.A. 55:14K et seq., N.J.A.C. 5:80-1 et seq., the rules promulgated thereunder at N.J.S.A.C. 5:80-1.1 et seq., and all applicable guidelines [HMFA Requirements]; and

**WHEREAS**, the Project will be subject to the HMFA Requirements and the Mortgage and other loan documents executed between the Sponsor and the New Jersey Mortgage Finance Agency [Agency]; and

**WHEREAS**, the Project will also be subject to the requirements of the New Jersey Department of Community Affairs, Neighborhood Preservation Balanced Housing Program in accordance with N.J.S.A. 52:27D-320, N.J.A.C. 5:43:1.1 et seq., and the mortgage and other loan documents executed between the Sponsor and the Department of Community Affairs; and

**WHEREAS**, pursuant to the HMFA Requirements, the Municipal Council must adopt a resolution affirming that there is a need for this housing project in Jersey City.

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

1. The City of Jersey City hereby finds and determines that the four (4) buildings, with 116 affordable housing units and ten (10) market rate units, a total of 126 units of rental housing, proposed by Montgomery Gardens Family Phase I Urban Renewal Associates, LP, [Sponsor] will meet an existing housing need;
2. The City of Jersey City hereby supports the Sponsor's application for HMFA funding for the Project; and
3. The Business Administrator or Mayor are authorized to sign any documents appropriate or necessary to implement the purposes of the within Resolution.

DJ/he  
1/06/15

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 1.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

\_\_\_\_\_  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 15-070

Agenda No. 10.Z.11

Approved: JAN 28 2015



TITLE:

**RESOLUTION WAIVING THE 20 DAY PERIOD FOR EXECUTION OF THE FINANCIAL AGREEMENT FOR MONTGOMERY GARDENS FAMILY PHASE I URBAN RENEWAL ASSOCIATES, LP**

**WHEREAS**, Montgomery Gardens Family Phase I Urban Renewal Associates, LP, is a qualified housing sponsor under the New Jersey Housing Mortgage Finance Agency Law N.J.S.A. 55:14K-1 et seq.; and

**WHEREAS**, Montgomery Gardens Family Phase I Urban Renewal Associates, LP, will be the ground lessee of certain property known as Block 13602, Lots 1.01 (to be known as Lots 1.04, 1.05, 1.06, 1.07, 1.08, and 1.09 after subdivision, of which Lots 1.05 and 1.07 are roads that service the property), on City's Tax map and more commonly known by the street address of 561 Montgomery Street, Jersey City, New Jersey [Property]; and

**WHEREAS**, Montgomery Gardens Family Phase I Urban Renewal Associates, LP, proposes to construct a rental housing project to be regulated and financed pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law, N.J.S.A. 55:14K-1 et seq. on the Property; and

**WHEREAS**, pursuant to Ordinance 15-001, the City of Jersey City approved a 35 year tax exemption under Housing Mortgage Finance Agency Law [HMFA], N.J.S.A. 55:14K-1 et seq., 116 of the for 126 units of housing to be located principally in elevated buildings situated on Lots 1.04, 1.06 1.08 and 1.09; 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 become effective immediately to enable the Entity to qualify to apply for HMFA funding under the Hurricane Sandy Fund for Restoration of Multi-Family Housing [FRM] and meet the HMFA application deadline; and

**WHEREAS**, if the 20 day estoppel period is not waived, the Entity will not qualify to apply for HMFA financing under the FRM program by the application deadline; and

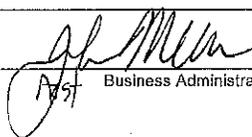
**WHEREAS**, Montgomery Gardens Family Phase I Urban Renewal Associates, LP, requires the City to waive the mandatory 20 day estoppel period for the execution of the Financial Agreement to meet the application criteria by the deadline set by HMFA.

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

- The 20 day estoppel period for the effective date of Ordinance 15-001, which approved a 35 year tax exemption for the project to be developed by Montgomery Gardens Family Phase I Urban Renewal Associates; LP, is hereby waived.

DJ/he  
1/06/15  
APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED:   
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required

Not Required

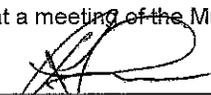
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 15-071

Agenda No. 10.Z.12

Approved: JAN 28 2015

TITLE:



**RESOLUTION AUTHORIZING A PRIVATE SALE OF TAX SALE CERTIFICATES OWNED BY THE CITY OF JERSEY CITY, PURSUANT TO N.J.S.A. 54:5-113.**

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

**WHEREAS, N.J.S.A. 54:5-113 provides that a municipality which has acquired tax sale certificates for delinquent taxes may, by resolution, assign such certificates at a private sale for an amount not less than the amount of municipal liens; and**

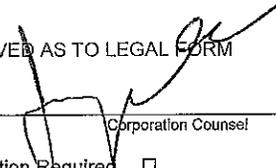
**WHEREAS, the investor listed below has requested assignment of certain tax sale certificates held by the City of Jersey City; and**

**WHEREAS, pursuant to N.J.S.A. 54:5-114, the Collector has notified the owners and posted such notice in three public places at least five days prior to adoption of this Resolution and has published notice of assignment in a newspaper of general circulation within five days prior to adoption of this Resolution.**

**NOW, THEREFORE, BE IT RESOLVED THAT:**

- 1. Pursuant to N.J.S.A. 54:5-113, the City of Jersey City be authorized to assign the certificates listed on the attached schedule at a private sale to the below listed investor.**
- 2. The consideration of these assignments shall not be less than the amount of liens and other municipal charges charged against such real property.**
- 3. Upon payment of the consideration of the certificates, the Tax Collector shall execute an assignment of all certificates listed on the attached schedule. (See Attachment)**

APPROVED:   
 Business Administrator

APPROVED AS TO LEGAL FORM  
  
 Corporation Counsel

Certification Required   
 Not Required

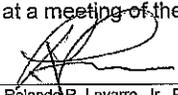
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.28.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			CCOLEMAN	✓			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

ASSIGN TO:

Gregory Judge  
 49 Tonnele Avenue  
 Jersey City, New Jersey 07306

15.071 JAN 28 2015

BLOCK/ CERT.#	LOT Acct#	qualifier	ASSESSED TO/ ADDRESS/ PROPERTY LOCATION	Assignment AMOUNT	Item
2301 2014-0934	2 581075	cop19	CHECKET, MATTHEW & FENIM ORE, JULIE 176 SHERMAN AVE. #103 JERSEY CITY, NJ 07303 176 SHERMAN AVE.	\$190.26	1
5101 2014-1173	35 454744	COPS7	JERSEY SUITES, L.L.C. 350 5TH AVE. NEW YORK, N.Y. 10118 356 PALISADE AVE.	\$143.35	2
16201 2014-1846	10 263087		WILLIAMS-WOSS, DARLENE 71 GAUTIER AVE. JERSEY CITY, NJ 07306 GAUTIER AVE.	\$441.48	3
23201 2014-2505	8 357988		GUNTROPE, BARRYFORD 103 CLAREMONT AVE. JERSEY CITY, NJ 07305 103 CLAREMONT AVE.	\$15,401.81	4
23201 2014-2507	29 357806		PICKETT, WILLIAM & EULA MAE 28.5 GRANT AVENUE JERSEY CITY, NJ 07305 22.5 GRANT AVENUE	\$1,559.14	5
23202 2014-2513	48 489971		BELL, GLADYS D. 61 RUTGERS AVENUE JERSEY CITY, N.J. 07305 98 MYRTLE AVE.	\$2,613.54	6
23203 2014-2519	5 196402		WILLIAMS, MELVIN 149 MYRTLE AVE. JERSEY CITY, NJ 07305 149 MYRTLE AVE.	\$14,574.11	7
23403 2014-2570	47 587825		DEAGLE, RICHARD R. 607 JERSEY AVE., #1 JERSEY CITY, NJ 07302 228 BIDWELL AVE.	\$9,303.30	8
23501 2014-2597	94 195339		ABBAS, ABEAR & SHABAN, MEGAHED D. 107 BALDWIN AVENUE JERSEY CITY, NJ 07306 260 M.L. KING DRIVE	\$24,136.53	9
23502 2014-2599	1 197137		SKYWAY REALTY, LLC 327 MANHATTAN AVE. JERSEY CITY, NJ 07307 250 M.L. KING DRIVE	\$1,524.55	10

24002 2014-2667	68 201806		FAYED, SAHAR 206 WARREN STREET HARRISON, NJ 07029 96 VAN CLEEF ST.	\$5,982.54	11
24902 2014-2732	12 206276		FAYED, SAHAR 206 WARREN STREET HARRISON, NJ 07029 185 WOODLAWN AVE.	\$2,704.51	12
24903 2014-2738	21 206169		CRAZY GREEK, LLC 123 M.L. KING DRIVE JERSEY CITY, NJ 07305 186 WOODLAWN AVE.	\$4,353.84	13
24903 2014-2739	22 206151		CRAZY GREEK, LLC 123 M.L. KING DRIVE JERSEY CITY, NJ 07305 188 WOODLAWN AVE.	\$4,353.84	14
25201 2014-2768	19 243816		ARKAIS, MAHENDRANARINE 107 HIGHLAND AVE. JERSEY CITY, N.J. 07306 31 STEGMAN ST.	\$6,354.45	15
25702 2014-2832	20 206862		MCCULLERS, RUDOLPH & MERETHIA 5 VAN CLEEF ST JERSEY CITY, N J 07305 5 VAN CLEEF ST.	\$2,795.43	16
25702 2014-2835	34 207100		ALBERTO, JESUS R. JR., 138 ARMSTRONG AVE. JERSEY CITY, NJ 07305 138 ARMSTRONG AVE.	\$4,162.79	17
26404 2014-2945	38 212613		OLIVER, EDWARD C. 32 M.L. KING DRIVE JERSEY CITY, NJ 07305 32 M.L. KING DRIVE	\$31,646.09	18
26406 2014-2947	15 211847		BUILD FOR B, LLC 144-24 87 AVE BRIARWOOD, NY 11435 55 M.L. KING DRIVE	\$3,487.96	19
26502 2014-2963	69 211243		AMAKER, JAMES D. & FLORENCE E. 31 STEVENS AVE. JERSEY CITY, N.J. 07305 31 STEVENS AVE. (REAR)	\$6,451.03	20
26602 2014-2973	1 238949		SP DEVELOPERS, LLC 188 LEMBECK AVENUE JERSEY CITY, NJ 07305 364 OCEAN AVE.	\$16,454.53	21
26602 2014-2974	2 238923		LOUIS, RACHELLE & MADELEINE 32 HIGHLAND DR. PARLIN, N.J. 08859 366 OCEAN AVE.	\$6,425.33	22

15.071 JAN 28 2015

26602 2014-2975	13 524363		OCEAN BAYVIEW HOMEOWNERS AS% MEM 35 JOURNAL SQ SUITE 1025 JERSEY CITY NEW JERSEY 07306 45 VAN NOSTRAND AVE.	\$1,683.15	23
26602 2014-2976	27 238717		ARKAIS CONSTRUCTION P.O. BOX 24087 JERSEY CITY, NJ 07302 13 VAN NOSTRAND AVE.	\$5,236.62	24
27005 2014-3012	25 217224		WILSON, TRANNIE 275 OLD BERGEN RD JERSEY CITY, N.J. 07305 275 OLD BERGEN RD.	\$17,902.36	25
27205 2014-3034	5 215400		MCELVEEN, CARL & CARRIE 1215 6TH ST. NORTH BERGEN, NJ 07047 307 CHAPEL AVE.	\$7,961.51	26

TOTAL

\$197844.05

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

City Clerk File No. RES. 15,072  
 Agenda No. 10.2.13.  
 Approved: JAN 28 2015



TITLE:

**RESOLUTION RECOGNIZING FEBRUARY 15, 2015  
 AS NIMBUS DANCE WORKS APPRECIATION DAY**

**WHEREAS**, the arts are an invaluable tool for bringing communities together and effecting social change; and

**WHEREAS**, studies indicate that instructing children in fine arts can help them develop discipline and increase their sense of self-worth; and

**WHEREAS**, the City seeks to support arts programming throughout the community as well as support more arts instruction for the City's youth; and

**WHEREAS**, Nimbus Dance Works is celebrating its Tenth Anniversary of bringing top-tier dance performance and instruction to the Jersey City Community and to its youth; and

**WHEREAS**, the leaders and instructors from Nimbus Dance Works dedicate themselves to teaching youngsters from the most under-served neighborhoods in Jersey City by teaching in the City's public schools and by providing full scholarships for needy students in order to develop their dance skills, as well as by training new instructors through Nimbus's Para-Professional Program; and

**WHEREAS**, Nimbus Dance Works brings the greater New Jersey community together for their annual performance of "A Jersey City Nutcracker" which allows Jersey City youth to rehearse and perform alongside professionals; and

**WHEREAS**, Nimbus regularly provides Jersey City youngsters with access to first-rate dance performances and the chance to watch outstanding artists from such groups as the Alvin Ailey Dance Company and the Martha Graham Dance Company rehearse; and

**WHEREAS**, celebrating the contributions of the Nimbus Dance Works furthers the goal of exposing children throughout Jersey City to world-caliber artistic education and instruction, exposes youth to diverse role models from Jersey City and from around the world, and provides youngsters with access to mentors who can help them develop into proud, productive, and inspired citizens.

**WHEREAS**, the following members of Nimbus Dance Works, Samuel Pott, Lara Spence, Marina Bilterijst, Harumi Elders, Scott Willits, Morgan Hurst, Raven Blue, Myssi Robinson, Justin Perez, Robert Lewis, Juan Pablo Flores serve as artistic and cultural mentors for our youth.

**NOW, THEREFORE, BE IT RESOLVED** that the Jersey City Municipal Council thanks the following members of Nimbus Dance Works: Samuel Pott, Lara Spence, Marina Bilterijst, Harumi Elders, Scott Willits, Morgan Hurst, Raven Blue, Myssi Robinson, Justin Perez, Robert Lewis, Juan Pablo Flores for their service as artistic and cultural mentors for our youth, and proclaims February 15, 2015 as

**NIMBUS DANCE WORKS APPRECIATION DAY**

The Jersey City Municipal Council urges the people of the Jersey City to support Nimbus Dance Works by attending Nimbus Dance Works' concerts and supporting their work in our public schools and at the Nimbus Dance Works School of Dance.

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											
1/28/15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*[Signature]*  
 Robert Byrne, City Clerk