

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

City Clerk File No. Res. 18-292

Agenda No. 10.A

Approved: MAR 28 2018

TITLE:



## RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

**COUNCIL**

**offered and moved**

**adoption of the following resolution:**

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

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

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2018 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$314,608,210.00**

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:

**See attached list**

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

APPROVED: 

APPROVED: 

Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required

Not Required

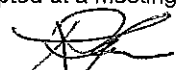
**APPROVED 8-0**

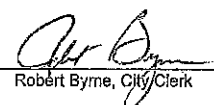
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.28.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY		ABSENT		YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

TITLE: **MAR 28 2018**

**RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY  
 APPROPRIATION**

ACCOUNT	DESCRIPTION	FROM	TO
20-115	HUMAN RESOURCES DIRECTOR- S/W	\$20,000.00	\$50,000.00
28-375	PARKS MAINTENANCE -S/W	\$719,935.00	\$1,079,902.00
26-315	AUTOMOTIVE SERVICES- S/W	\$519,324.00	\$778,986.00
26-291	BLDG & STREET MAINT. S/W	\$878,474.00	\$1,317,711.00
26-291	BLDG & STREET MAINT. O/E	\$691,215.00	\$1,091,215.00
31-430	ELECTRICITY- O/E	\$870,000.00	\$1,370,000.00
27-331	DIVISION OF ENVIR. HEALTH - S/W	\$311,541.00	\$467,311.00
20-107	UTILITY MANAGEMENT -S/W	\$94,379.00	\$141,568.00
25-271	COMMUNICATIONS & TECH. S/W	\$1,650,000.00	\$2,475,000.00
25-265	FIRE - S/W	\$18,000,000.00	\$27,000,000.00
27-334	COMMTY HEALTH & WELLNESS - S/W	\$86,274.00	\$129,411.00
25-240	POLICE - S/W	\$30,000,000.00	\$45,000,000.00
26-292	SANITATION - S/W	\$1,338,902.00	\$2,008,353.00
20-116	WORKFORCE MANAGEMENT- O/E	\$82,056.00	\$186,056.00
20-117	HEALTH BENEFITS - S/W	\$50,168.00	\$75,252.00
26-290	DPW DIRECTOR- S/W	\$556,898.00	\$835,347.00
29-390	FREE PUBLIC LIBRARY-O/E	\$3,500,000.00	\$5,250,000.00
36-478	JC EMPLOYEE RETIREMENT- O/E	\$4,000,000.00	\$6,000,000.00
43-495	PUBLIC DEFENDER - S/W	\$26,291.00	\$39,436.00
20-170	HEDC DIRECTOR'S OFFICE - S/W	\$125,459.00	\$188,188.00
20-106	COMMUNICATIONS -S/W	\$150,080.00	\$225,120.00
20-155	LAW- S/W	\$946,856.00	\$1,420,284.00
20-109	RISK MANAGEMENT-S/W	\$46,397.00	\$69,595.00
21-186	ZONING- S/W	\$102,609.00	\$153,913.00
20-134	ACCOUNTS & CONTROL-S/W	\$161,048.00	\$241,572.00
20-101	MANAGEMENT AND BUDGET-S/W	\$137,359.00	\$206,038.00
25-270	PUBLIC SAFETY DIRECTOR -S/W	\$302,762.00	\$454,143.00
27-330	HHS DIRECTORS OFFICE- S/W	\$232,144.00	\$348,216.00
22-196	TENANT/LANDLORD RELATION- S/W	\$90,540.00	\$135,810.00
20-100	ADMINISTRATORS OFFICE - S/W	\$450,000.00	\$675,000.00
43-490	MUNICIPAL COURTS- S/W	\$1,142,316.00	\$1,713,474.00
20-119	PAYROLL- S/W	\$144,229.00	\$216,343.00
25-272	PARKING ENFORCEMENT - S/W	\$968,429.00	\$1,452,643.00
20-111	RESIDENT RESPONSE CENTER- S/W	\$237,654.00	\$356,481.00
20-123	MUNICIPAL COUNCIL- S/W	\$170,951.00	\$256,426.00

City Clerk File No. Res. 18-292Agenda No. 10.ATITLE: MAR 28 2018

**RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY  
APPROPRIATION**

ACCOUNT	DESCRIPTION	FROM	TO
20-145	COLLECTIONS- S/W	\$227,099.00	\$340,648.00
20-131	TREASURY & DEBT MGT - S/W	\$69,303.00	\$103,954.00
22-198	HOUSING CODE ENF. - S/W	\$209,582.00	\$314,373.00
20-118	PENSION - S/W	\$75,674.00	\$113,511.00
22-197	COMMERCE - S/W	\$167,604.00	\$251,406.00
20-103	REAL ESTATE - S/W	\$38,983.00	\$58,474.00
22-171	ECON. DEVELOPMENT- S/W	\$55,601.00	\$83,401.00
20-120	OFFICE OF THE CITY CLERK- S/W	\$250,952.00	\$376,428.00
20-123	MUNICIPAL COUNCIL- O/E	\$29,392.00	\$39,392.00
20-104	ARCHITECTURE - S/W	\$222,748.00	\$334,122.00
20-140	INFO TECH - S/W	\$272,047.00	\$408,070.00
27-333	DISEASE PREVENTION- S/W	\$196,803.00	\$295,204.00
22-195	CONSTRUCT. CODE OFFICIAL- S/W	\$735,925.00	\$1,103,887.00
28-370	RECREATION- S/W	\$1,164,730.00	\$1,747,095.00
20-150	OFFICE OF TAX ASSESSOR - S/W	\$287,395.00	\$431,092.00
27-335	DIV. OF SENIOR AFFAIRS - S/W	\$115,413.00	\$173,119.00
26-293	NEIGHBORHOOD IMPROVEMENT- S/W	\$392,109.00	\$588,163.00
20-102	DIV OF PURCHASING- S/W	\$197,060.00	\$295,590.00
20-105	ENGINEERING & TRAFFIC - S/W	\$562,493.00	\$843,739.00
23-210	INSUR.ALL-DEPTS. - O/E	\$5,000,000.00	\$7,000,000.00
21-180	CITY PLANNING - S/W	\$289,629.00	\$434,443.00
20-112	CULTURAL AFFAIRS- S/W	\$156,789.00	\$235,183.00
26-290	DPW DIRECTOR - O/E	\$5,909,040.00	\$8,863,560.00
20-110	MAYORS OFFICE - S/W	\$331,035.00	\$496,552.00
26-291	BLDG & STREET MAINT. - O/E	\$691,215.00	\$1,036,822.00
20-170	HEDC DIRECTOR'S OFFICE - O/E	\$3,756.00	\$5,634.00
GRANT	COMPREHENSIVE CANCER CONTROL THE HARTFORD- JUNIOR FIRE MARSHAL	\$0.00	\$26,250.00
GRANT	PROGRAM	\$0.00	\$10,000.00
GRANT	CSBG	\$0.00	\$233,394.00
	<b>TOTAL INCREASE:</b>	<b>\$43,195,633.00</b>	

**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  
APPROPRIATIONS**

**Initiator**

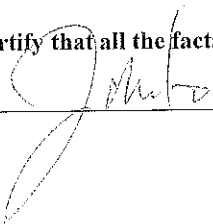
Department/Division	Administration	Management & Budget
Name/Title	John Metro	
Phone/email	201-547-5042	jmetro@cnj.org

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

**Resolution Purpose**

This Resolution provides additional appropriations in the temporary budget for the continuance of City services.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_

3/22/2018

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

City Clerk File No. Res. 18-293

Agenda No. 10.B

Approved: MAR 28 2018

TITLE: \_\_\_\_\_



## RESOLUTION ADOPTING AND RATIFYING THE 2018 BUDGET OF THE JACKSON HILL MAIN STREET SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

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

**WHEREAS**, at its meeting of February 28, 2018 the Municipal Council of the City of Jersey City introduced and approved the Jackson Hill Main Special Improvements District following budget for the period January 1, 2018 through December 31, 2018, a copy which is attached; and

**WHEREAS**, after individual notice to the owners, and notice by advertisement in a newspaper of general circulation, the Municipal Council conducted a public hearing on the budget on March 28, 2018; and

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

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

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

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

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

1. The Jackson Hill Main Special Improvement District Budget is hereby ratified adopted and shall constitute an appropriation for the purposes stated and the sums stated therein in the total amount of \$284,100.00 for the Jackson Hill Main Special Improvement District for the period January 1, 2018 through December 31, 2018, which sum shall be raised by taxation during the period January 1, 2018 through December 31, 2018.

City Clerk File No. Res. 18-293

Agenda No. 10.B

TITLE: **MAR 28 2018**

2. This special assessment is hereby imposed and shall be collected with the regular tax payment or payment in lieu of taxes on all properties within the SID, except properties which are publicly owned and used for public purposes.
3. Payments received by the City shall be transferred to the District Management Corp. to be expended in accordance with the approved budget.
4. The City Clerk be and is hereby authorized to forward a certified copy of this Resolution to the Jackson Hill Main Special Improvement District, the Hudson County Board of Taxation and the Director of the Division of Local Government Services.

RB/rj

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

APPROVED AS TO LEGAL FORM

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

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

Business Administrator

Certification Required

Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.28.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY		ABSENT		YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

**PUBLIC NOTICE - CITY OF JERSEY CITY**  
**JACKSON HILL MAIN STREET MANAGEMENT CORP /SID**

	2017 ACTUAL	2017 BUDGET	UNDER/OVER	2018 BUDGET
<b>REVENUES</b>				
SID ASSESSMENT	\$227,146	\$244,100	(\$16,954)	\$244,100
JACKSON HILL HONORS	\$5,495	\$5,000	\$495	\$5,000
JACKSON HILL STREET FESTIVAL	\$2,850	\$14,000	(\$11,150)	\$5,000
JACKSON HILL HOLIDAY MART	\$0	\$5,000	(\$5,000)	\$5,000
GRANTS	\$0	\$86,000	(\$86,000)	\$25,000
INTEREST ON SAVINGS	\$71		\$71	
DONATIONS	\$1,000		\$1,000	
<b>TOTAL REVENUES</b>	<b>\$236,562</b>	<b>\$354,100</b>	<b>(\$117,538)</b>	<b>\$284,100</b>

<b>EXPENSES</b>				
<b><u>Administrative/Management</u></b>				
Salaries/Benefits	\$86,443	\$89,250	(\$2,807)	\$89,250
Grant Writing Consultant	\$2,500	\$30,000	(\$27,500)	\$30,000
Insurance	\$1,897	\$3,800	(\$1,903)	\$2,500
Rent	\$14,400	\$14,400	\$0	\$14,400
Repairs & Maintenance	\$131	\$2,000	(\$1,869)	\$1,000
Accounting/Audit	\$5,950	\$6,000	(\$50)	\$6,000
Utilities	\$1,983	\$2,900	(\$917)	\$2,100
Telephone/Internet	\$2,025	\$1,900	\$125	\$2,100
Postage	\$137	\$600	(\$463)	\$286
Office Supplies/Equip	\$3,133	\$2,100	\$1,033	\$2,500
Computer Software	\$41	\$600	(\$559)	\$150
Business Registration Fees	\$45	\$200	(\$155)	\$100
Bank Service Charge	\$114		\$114	\$114
<b><u>Appearance/Maintenance</u></b>				
Holiday Decorations on Corridor	\$56	\$4,000	(\$3,944)	\$5,000
Street Cleaning/Maintenance	\$101,500	\$101,500	(\$0)	\$101,500
Beautification Program	\$200	\$66,350	(\$66,150)	\$5,000
<b><u>Marketing</u></b>				
Newsletter	\$0	\$6,000	(\$6,000)	\$3,000
Web Site	\$1,200	\$1,000	\$200	\$1,200
Promotions/Printing	\$378	\$2,000	(\$1,622)	\$1,500
<b><u>Jackson Hill Special Events</u></b>				
Workshops/Travel	\$30	\$1,000	(\$970)	\$200

Annual Membership Mtg	\$500	\$500	\$0	\$200
Jackson Hill Honors	\$4,611	\$5,000	(\$389)	\$5,000
Jackson Hill Street Festival	\$6,550	\$8,000	(\$1,450)	\$8,000
JH Holiday Mart/Tree Lighting	\$501	\$5,000	(\$4,499)	\$3,000

<b>TOTAL EXPENSES</b>	<b>\$234,325</b>	<b>\$354,100</b>	<b>(\$119,775)</b>	<b>\$284,100</b>
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<b>SURPLUS/(DEFICIT)</b>	<b>\$2,237</b>	<b>\$0</b>	<b>\$2,237</b>	<b>\$0</b>
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A public hearing on the Jackson Hill Main Streett Special Improvement District 2018 FY Budget as introduced February 14, 2018, will be held Wednesday, March 28, 2016 at 6:00 P.M. at City Hail in the Anna & Anthony R. Cucci Memorial Council Chambers, 280 Grove Street, Jersey City, New Jersey. All interested parties will be afforded an opportunity to address the Council regarding same.

Robert Byrne, City Clerk



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

City Clerk File No. Res. 18-294

Agenda No. 10-C

Approved: MAR 28 2018

TITLE:



## RESOLUTION ACCEPTING THE ASSESSMENT ROLL OF THE JACKSON HILL MAIN STREET SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

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

**WHEREAS**, on February 26, 2018 the Tax Assessor filed with the City Clerk of Jersey City a certified copy of the properties upon which is being imposed a special assessment for purposes of the Jackson Hill Main Special Improvement District (the Assessment Roll) pursuant to N.J.S.A. 40:56-65 et seq.; and

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

**WHEREAS**, on March 28, 2018, a public hearing was held by the Municipal Council to consider objections to the Assessment Roll; and

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

**WHEREAS**, it is necessary for the Municipal Council to accept and approve the Assessment Roll in order to assess the owners within the Jackson Hill Main Special Improvement District for the budget year January 1, 2018 through December 31, 2018; and

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

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

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3.28.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY			ABSENT	YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

PUBLIC NOTICE					
2018 JACKSON HILL MAIN SID					
ASSESSMENT ROLL					
Block	Lot	Qual	Owner	Property Location	Bill Amt
24902	13		113 MLK ASSOC. LLC & CO ABE RAPP.ESQ	113 M.L. KING DRIVE	\$549.63
17907	34		113 MONCELLO,LLC	113-115 MONTICELLO AVENUE	\$1,081.66
17907	33		117 MONTICELLO, LLC	117 MONTICELLO AVE.	\$483.67
26405	3		117-121 WADE STREET JC,LLC	117 WADE ST.	\$2,209.27
17907	31.0		119-121 MONTICELLO AVENUE % EDWARD	119-121 MONTICELLO AVE.	\$549.63
16902	8		126 MONTICELLO,LLC	126 MONTICELLO AVE.	\$483.67
16701	30		133 MONTICELLO AVENUE, LLC	133 MONTICELLO AVE.	\$439.70
16701	29		135MONTY LLC.	135 MONTICELLO AVE.	\$444.54
16902	14		138 MONTICELLO LLC %JERRY WILEY	138 MONTICELLO AVE.	\$441.24
16701	21		149-151 MONTICELLO AVENUE ASSOC.	151 MONTICELLO AVE.	\$549.63
16701	22		149-151 MONTICELLO AVENUE ASSOC.	149 MONTICELLO AVE.	\$549.63
16903	2		150 MONTICELLO ASSOCIATES, L.L.C.	150 MONTICELLO AVE.	\$575.13
25101	54		158 MLK GROUP, LLC	158 M.L. KING DRIVE	\$442.12
24905	22		159 MLK LLC	159 M.L. KING DRIVE	\$440.36
25101	55		160 MLK, LLC.	160 M.L. KING DRIVE	\$439.70
25101	58		164.5 M.L. KING DRIVE LLC	164.5 M.L. KING DRIVE	\$433.10
23102	28		166 MYRTLE AVE. LLC.	166 MYRTLE AVE.	\$566.77
16702	23		181 MONTICELLO AVE., LLC.	181 MONTICELLO AVE.	\$549.63
16702	22		183 MONTICELLO, L.L.C.	183 MONTICELLO AVE.	\$549.63
23401	22		185 MARTIN LUTHER KING DRIVE, LLC	185 M.L. KING DRIVE	\$593.60
16702	19		191 MONTICELLO AVENUE, LLC	191 MONTICELLO AVE.	\$879.40
24002	1	C8003	196 COMMERCIAL PROPERTY, LLC	196 M.L. KING DRIVE	\$2,242.47
24904	19		204 FULTON AVE., LLC.	135 M.L. KING DRIVE	\$572.93
16703	14		205 MONTICELLO AVE JC, LLC	205 MONTICELLO AVE.	\$1,077.26
23403	30		223 MLK HOLDINGS, LLC	223 M.L. KING DRIVE	\$439.92
23404	35		233 JACKSON REALTY CORP %A. WRIGHT	233 M.L. KING DRIVE	\$455.75
23404	32		239 MLK LLC.	239 M.L. KING DRIVE	\$439.92
23404	30		241 MARTIN LUTHER KING DRIVE, LLC	241 M.L. KING DRIVE	\$1,011.97
23501	1		266 MLK, L.L.C.	266 M.L. KING DRIVE	\$550.28
23102	27		289 M L KING TRUST	289 M.L. KING DRIVE	\$487.41
23102	24		295 RAYAAN LLC	295 M.L. KING DRIVE	\$521.48
23202	1		298 MARTIN LUTHER KING LLC	298 M.L. KING DRIVE	\$516.65
23101	39		301 MLK, L.L.C.	301 M.L. KING DRIVE	\$514.45
23101	37		305 MLK, LLC	305 M.L. KING DRIVE	\$514.67
22604	21		308 MARTIN LUTHER KING DRIVE, LLC	308 M.L. KING DRIVE	\$506.53
26405	5		31 MLK, LLC.	31 M.L. KING DRIVE	\$439.70
23101	32.0		311-315 M.L.K., LLC	315 M.L. KING DRIVE	\$2,056.70
16702	18		350 RANDOLPH, L.L.C.	193-195 MONTICELLO AVE.	\$889.07
19503	38		439 JACKSON LLC.	441 M.L. KING DRIVE	\$549.63
19503	39		439 JACKSON LLC.	439 M.L. KING DRIVE	\$549.63

Block	Lot	Qual	Owner	Property Location	Bill Amt
23202	77		471 M.L. KING DRIVE	288 M.L. KING DRIVE	\$439.70
19501	26		483 MLK, LLC	483 M.L. KING DRIVE	\$329.78
19501	25		487 REALTY LLC	485-487 M.L. KING DRIVE	\$600.19
18504	22		505 KING LLC % JOSEPH AHARON	505 M.L. KING DRIVE	\$411.12
17905	23		610 COMMUNIPAW AVENUE INC.	610 COMMUNIPAW AVE.	\$527.64
26401	20		66 SOUTH PARK, LLC	63 M.L. KING DRIVE	\$549.63
23402	23.0		676 OCEAN AVENUE PROPERTIES,LLC	203-205 M.L. KING DR.	\$988.23
21201	2		715-717 OCEAN, LLC	717 OCEAN AVE.	\$659.55
21201	3		715-717 OCEAN, LLC	715 OCEAN AVE.	\$659.55
26402	1		76 MLK DR. LLC.	76 M.L. KING DRIVE	\$439.70
25601	1		78 MLK, LLC.	78 M.L. KING DRIVE	\$549.63
25602	1		92 M.L.K HOLDINGS LLC.	92 M.L. KING DRIVE	\$483.01
24902	18		93 MLK L.L.C.	93 M.L. KING DRIVE	\$727.70
24902	15		97-101 MLK BLVD ASSOCIATES LLC	101 M.L. KING DRIVE	\$549.63
24902	16		97-101 MLK BLVD ASSOCIATES, LLC	97-99 M.L. KING DRIVE	\$732.54
21101	38		A AND S RE CAPITAL	411-413 M.L. KING DRIVE	\$549.63
16702	28	C8001	AHMIA, MOURAD	169 MONTICELLO AVE.	\$769.48
21101	33		ALADDIN HOLDINGS, INC.	425 M.L. KING DRIVE	\$549.63
19502	2		AMIN, KAMAL	471 M.L. KING DRIVE	\$527.64
21101	36		AMSTERDAM VENTURES MLK ROLLOVER,LLC	417-419 M.L. KING DRIVE	\$732.98
23501	96		ANDREWS, STEVEN	264 M.L. KING DRIVE	\$552.04
23101	38		ANTONIN, SERGE & FRANCES	303 M.L. KING DRIVE	\$511.37
26404	1		ARAFA PROPERTIES, LLC	42-44 M.L. KING DRIVE	\$883.58
22605	33	C8003	ASHARAMJI KRUPA LLC	332 M.L. KING DRIVE	\$329.78
21305	38	C8001	AUBURN CONDO ASSOC.%DELUCO ORG.	418 M.L. KING DRIVE	\$1,648.88
16901	1		AZIMI, MEHDI	90 MONTICELLO AVE.	\$549.63
17905	29		B. SYLVESTER LLC %ALI BLAKE JR.	79 MONTICELLO AVE.	\$2,044.61
19501	30		BALTIMORE, BLONDELL H. & SAMUEL	475 M.L. KING DRIVE	\$439.70
23401	24		BANK OF AMERICA, N.A.	181 M.L. KING DRIVE	\$439.70
17905	17		BASIC BUILDERS, INC. % E.& P.WELLES	620 COMMUNIPAW AVE.	\$527.64
25601	4		BEAUSIL, ESTAFIL	88 M.L. KING DRIVE	\$1,102.11
25602	7		BEAUSIL, ESTOFIL	104 M.L. KING DRIVE	\$548.75
18504	21		BELLAMY, MILDRED M.	507 M.L. KING DRIVE	\$412.22
16702	30		BENMANSOUR, FAYSAL	165 MONTICELLO AVE.	\$417.72
16902	11		BERLAS, JUNAID	132 MONTICELLO AVE.	\$443.88
22503	48		BH VENTURES LLC	329 M.L. KING DR. (REAR)	\$536.43
22503	43		BH VENTURES, LLC	327-329 M.L. KING DRIVE	\$893.03
21101	37		BLOUNT, ROBERT & TAMMY	415 M.L. KING DRIVE	\$580.84
22604	1		BOCCIA, JOSEPH	318 M.L. KING DRIVE	\$549.63
22601	36		BRANDYWINE JERSEY CITY, LLC	342 M.L. KING DRIVE	\$1,736.82
23501	95		BRIAN BUILDERS, LLC	262 M.L. KING DRIVE	\$659.55
26406	15		BRIAN BUILDERS, LLC	55 M.L. KING DRIVE	\$1,448.81
24002	1	C8002	BROTHERS REAL ESTATE OF CARTERET,LL	196 M.L. KING DRIVE	\$725.51
26405	4		BROWN PROPERTIES, LLC % A. BROWN	31-A M.L. KING DRIVE	\$447.39
25602	9		BROWN PROPERTIES, LLC% ALLINE BROWN	108 M.L. KING DRIVE	\$549.63
25602	10		BROWN PROPERTIES, LLC% ALLINE BROWN	110 M.L. KING DRIVE	\$549.63

Block	Lot	Qual	Owner	Property Location	Bill Amt
26405	6		BROWN, BRIAN & BROWN, LAUREN	29 M.L. KING DRIVE	\$438.16
16702	21		BRU, ORLANDO & ALEXANDRIA	185-187 MONTICELLO	\$1,429.03
16902	4		BY BARAK, LLC	116 MONTICELLO AVE.	\$483.67
25602	8		CALDERON, CARLOS	106 M.L. KING DRIVE	\$549.63
19502	7		CARRINGTON, PHILIP & PATRICIA	459-463 M.L. KING DRIVE	\$879.40
19502	10		CARRINGTON, PHILIP & PATRICIA	453 M.L. KING DRIVE	\$434.42
26404	42		CASTILL SR., ROBERT & R. JR, MARIA	40 M.L. KING DRIVE	\$441.90
16902	3		CBSTUDIO LLC	114 MONTICELLO AVE.	\$483.67
26401	21		CF MAIN STREET HOLDING COMPANY LLC	61-61.5 M.L. KING DR.	\$549.63
22502	39		CHAINANI, DEEPAK	74 ORIENT AVE.	\$444.10
22502	40		CHAINANI, DEEPAK	76 ORIENT AVE.	\$417.72
22502	41		CHAINANI, DEEPAK	78 ORIENT AVE.	\$439.70
23404	34		CHARLISA WORLD LLC	235 M.L. KING DRIVE	\$439.92
23403	26		CHARLISA'S WORLD, LLC	231 M.L. KING DRIVE	\$439.92
16902	10		CHOCOLATE THUNDER, LLC	130 MONTICELLO AVE.	\$472.68
27002	1		CHRISTIAN RATIONALISM REDEEMER CNT	24 M.L. KING DRIVE	\$703.52
23402	28		CLARK-ALSTON, D.	195 M.L. KING DRIVE	\$483.67
19502	6		COLLECTIVE DAY CARE CENTER	465 M.L. KING DRIVE	\$395.73
24905	24		COMM.ASSET PRESERV.ALL.OFJC3,LLC	151 M.L. KING DRIVE	\$2,245.77
16902	2		COMMUNITY ASSET PRESERVATION CORP	112 MONTICELLO AVE.	\$483.67
26403	1		COMMUNITY OUTREACH TEAM	60 M.L. KING DR.	\$1,581.16
16703	15		CORNER PROPERTIES, LLC	201-203 MONTICELLO AVE.	\$785.96
16703	16		CORNER PROPERTIES, LLC.	197 MONTICELLO AVE.	\$884.90
27002	16		CROFT, DONALD & CHRISTOPHER	10 M.L. KING DR.	\$1,099.25
23101	31		CRUZ, ALFONSO	317 M.L. KING DR.	\$967.34
23102	26		DAVIS, LEON	291 M.L. KING DRIVE	\$521.70
23402	29		DAVIS, LEON	193 M.L. KING DRIVE	\$681.54
17907	30		DELEON 123 MONTICELLO AVE., LLC.	123 MONTICELLO AVE.	\$527.42
23403	31		DOMBROWSKI, WAYNE	221 M.L. KING DRIVE	\$440.58
16802	71		EMRO CORPORATION	188 MONTICELLO AVE.	\$771.67
16702	31		ESTEVEZ, FRANCISCO J.&PICHARDO, A.	163 MONTICELLO AVE.	\$439.70
17906	27		FAYED, IBRAHIM	103 MONTICELLO AVE.	\$490.27
23402	22		FAYED, IBRAHIM	207-209 M.L. KING DRIVE	\$968.22
17906	25		FAYED, SAHAR	107 MONTICELLO AVE.	\$487.63
17906	26		FAYED, SAHAR	105 MONTICELLO AVE.	\$501.48
26401	15		FERNANDES, JENNIFER & ADOLPHUS	73 M.L. KING DRIVE	\$439.70
16902	15		FERRER, ROXANA	140 MONTICELLO AVE.	\$441.90
23102	22		FRANK HOWARD PROPERTIES OF JC LLC.	299 M.L. KING DRIVE	\$521.70
16902	1		FUSSION, LLC & SALVADOR, JUAN L JR	110 MONTICELLO AVE.	\$549.63
21102	48		GABOUREL, RUPERT	57 VIRGINIA AVE.	\$442.34
16801	48	C8001	GABY GROUP LLC.,	206 MONTICELLO AVE.	\$549.63
21301	4.01		GARCIA, LUIS	37 OAK ST.	\$391.99
21301	4.02		GARCIA, LUIS	35 OAK ST.	\$391.99
24905	19		GARDEN LIQUOR , INC. C/O R. KANG	165 M.L. KING DRIVE	\$439.70
24905	20		GARDEN LIQUOR , INC. C/O R. KANG	163 M.L. KING DRIVE	\$442.34
21301	1		GENESIS JC PTNRS., LLC,%S.KOVACK	450 M.L. KING DR.	\$4,528.91

Block	Lot	Qual	Owner	Property Location	Bill Amt
16701	23		GHALI, SAMEH & GHARGHOURY, MAGY	147 MONTICELLO AVE.	\$549.63
17907	35		GHARIB, WAGDY	109 MONTICELLO AVE.	\$659.55
26402	40		GIVINS, WILLIE R.	74 M.L. KING DRIVE	\$439.70
25101	52		GONZALEZ, EVILIO & SILVIA	156 M.L. KING DRIVE	\$439.92
26405	8		GREGORY, LARRY	25 M.L. KING DRIVE	\$446.30
26402	38		HALL, WEBSTER	70 M.L. KING DRIVE	\$439.70
21305	3		HANNA, GAMAL	422-426 M.L. KING DRIVE	\$1,099.91
21101	32		HARMON, WAYNE SR., & GARRETT, BEVERLY	427-429 M.L. KING DRIVE	\$1,099.25
23401	28		HASSANI, FATEN MISBAH	169 M.L. KING DRIVE	\$881.60
16902	5		HAUPTMAN, MARK	118 MONTICELLO AVE.	\$549.63
17901	2		HHE METRO HOMES, LLC	603 COMMUNIPAW AVE.	\$2,252.58
17901	3		HHE METRO HOMES, LLC	595 COMMUNIPAW AVE.	\$6,585.83
23403	28		HILL, FREDERICK A., JR.	227 M.L. KING DRIVE	\$439.92
21305	1		HILL, JAMES	430 M.L. KING DRIVE	\$483.67
19503	41		HUSSAM AND ALIZA HOLDINGS LLC.	435 M.L. KING DRIVE	\$549.63
17907	28		IHENACHO, MARCEL & GLORIA	129 MONTICELLO AVE.	\$461.69
26404	41		JAKISSOON, MICHAEL	38 M.L. KING DRIVE	\$439.70
23402	30		JC CAPITAL FUND MOCH 1, LLC	189-191 M.L. KING DRIVE	\$703.52
26402	39		JCL REALTY HOLDINGS II, LLC	72 M.L. KING DRIVE	\$439.70
16902	12		JENKINS, DONDI	134 MONTICELLO AVE.	\$439.70
21201	17.0		JERSEY CITY REDEVELOPMENT AGENCY	380 M.L. KING DR.	\$9,989.98
19502	8		JORGE, JUAN	457 M.L. KING DRIVE	\$410.02
19502	9		JORGE, JUAN F.	455 M.L. KING DRIVE	\$474.66
23501	94		JUDAH SERVICES LLC	260 M.L. KING DRIVE	\$717.37
18504	25		KING, OWEN & JUDY	501 M.L. KING DRIVE	\$439.70
21102	43		KONTOS CONSTRUCTION LTD	67 VIRGINIA AVE.	\$485.87
22503	40		LAI, PETER	337 M.L. KING DR.	\$738.70
18504	27		LIN, HSUEH W. & MEI HUA	497 M.L. KING DRIVE	\$439.70
23202	80		LIN, MING MING & TING TING	294 M.L. KING DRIVE	\$439.70
22503	39		LUCKY BROTHERS BUILDING LLC	341 M.L. KING DRIVE	\$593.60
26404	40		MAAAS INVESTING LLC	36 M.L. KING DRIVE	\$444.10
19502	4		MAAAS INVESTING, LLC	467.5 M.L. KING DRIVE	\$351.76
16802	72		MANZO, S. & P.	190 MONTICELLO AVE.	\$527.64
26403	41		MARQUEZ, MANUEL	50-52 M.L. KING DRIVE	\$890.17
21305	2		MARSHALL, FREDERICK & GWENDOLYN	428 M.L. KING DRIVE	\$307.79
16902	13		MARSHALL, GLADYS	136 MONTICELLO AVE.	\$437.72
17901	1		MARTIN MGMT GROUP, LLC % KIM, HYUNG	571 M.L. KING DR.	\$2,598.19
23403	34		MAUNDY, MYRTLE	213 M.L. KING DRIVE	\$439.92
21305	36		MLK 786, LLC.	408 M.L. KING DRIVE	\$661.31
21305	37		MLK 786, LLC.	410 M.L. KING DRIVE	\$440.80
23102	25		MLK BLVD NWK, LLC	293 M.L. KING DRIVE	\$521.70
25001	67		MLK HOLDING GROUP, LLC	168-172 M.L. KING DRIVE	\$1,102.33
23401	27		MLKDR INVESTMENT, LLC	171-175 M.L. KING DRIVE	\$1,446.83
16902	6		MONTI HALB LLC.	120 MONTICELLO AVE.	\$1,099.25
16902	7		MONTI HALB LLC.	124 MONTICELLO AVE.	\$615.58
16902	16		MONTICELLO CORNER, LLC	142 MONTICELLO AVE.	\$631.63

Block	Lot	Qual	Owner	Property Location	Bill Amt
15001	16		MONTICELLO EQUITY PROPERTIES LLC	225.5-231 MONTICELLO AVE.	\$1,569.07
15002	20		MONTICELLO EQUITY PROPERTIES LLC	MONTICELLO AVE.	\$706.16
15002	21		MONTICELLO EQUITY PROPERTIES LLC	237 MONTICELLO AVE.	\$549.63
15005	3		MONTICELLO EQUITY PROPERTIES LLC	222 MONTICELLO AVE.	\$352.42
15005	4		MONTICELLO EQUITY PROPERTIES LLC	224 MONTICELLO AVE.	\$538.41
15005	7		MONTICELLO EQUITY PROPERTIES LLC	234 MONTICELLO AVE.	\$560.40
15005	8		MONTICELLO EQUITY PROPERTIES LLC	236 MONTICELLO AVE.	\$560.40
15005	10		MONTICELLO EQUITY PROPERTIES LLC	227 FAIRMOUNT AVE.	\$1,040.77
15005	15		MONTICELLO EQUITY PROPERTIES LLC	8 FAIRVIEW AVE.	\$1,099.25
15005	16		MONTICELLO EQUITY PROPERTIES LLC	12 FAIRVIEW AVE.	\$1,099.25
16801	1.01		MONTICELLO EQUITY PROPERTIES LLC	15 FAIRVIEW AVE.	\$3,297.75
16801	45		MONTICELLO EQUITY PROPERTIES LLC	200 MONTICELLO AVE.	\$549.63
15001	17		MONTICELLO EQUITY PROPERTIES LLC.	225 MONTICELLO AVE.	\$372.87
16803	75		MONTICELLO EQUITY PROPERTIES LLC.	170 MONTICELLO AVE	\$439.70
15005	9		MONTICELLO EQUITY PROPERTIES, LLC	238 MONTICELLO AVE.	\$1,473.00
16801	49		MONTICELLO EQUITY PROPERTIES, LLC	208 MONTICELLO AVE.	\$549.63
15001	19		MONTICELLO EQUITY PROPERTIES, LLC.	223 MONTICELLO AVE.	\$372.87
16803	76		MONTICELLO EQUITY PROPERTIES, LLC.	170.5 MONTICELLO AVENUE	\$455.75
16803	77		MONTICELLO EQUITY PROPERTIES, LLC.	174 MONTICELLO AVE	\$443.88
15005	1		MONTICELLO EQUITY PROPERTIES, LLC	220 MONTICELLO AVE.	\$383.42
15005	2		MONTICELLO EQUITY PROPERTIES LLC	220A MONTICELLO AVE.	\$362.09
15005	6		MONTICELLO EQUITY PROPERTIES LLC	230 MONTICELLO AVE.	\$1,681.19
16901	8		MONTICELLO REALTY, LLC	106-108 MONTICELLO AVE.	\$955.69
16901	4		MONTICELLO REALTY, LLC.	98 MONTICELLO AVE.	\$610.30
16901	5		MONTICELLO REALTY, LLC.	100 MONTICELLO AVE.	\$408.26
16901	6		MONTICELLO REALTY, LLC.	102 MONTICELLO AVE.	\$416.62
16901	7		MONTICELLO REALTY, LLC.	104 MONTICELLO AVE.	\$417.93
16701	18		MONTICELLO VENTURES LLC	157 MONTICELLO AVE.	\$551.82
16702	20		MOORE, EMMA RUTH	189 MONTICELLO AVE.	\$596.45
23402	27		MOORE, GEORGE & JOYCE	197 M.L. KING DRIVE	\$483.67
16901	3		MONTICELLO REALTY, LLC.	96 MONTICELLO AVE.	\$549.63
17905	1		MYNENI DEVELOPERS, LLC	650 COMMUNIPAW AVE.	\$1,815.08
15001	21		MZH CAPITAL NJ LLC	219 MONTICELLO AVE.	\$402.11
15001	20		MZH CAPITAL NJ LLC.	221-221.5 MONTICELLO AVE.	\$857.63
24002	1	C8001	NEW HEAVEN DAY CARE CENTER LLC	196 M.L. KING DRIVE	\$2,528.28
16703	13		NEW HOPE U.R., INC.%COMM.BUILDERS	209 MONTICELLO AVE.	\$725.51
17905	9		NGUYEN, PHU & DINH	634 COMMUNIPAW AVE.	\$1,187.19
17905	6		NGUYEN, TIMMY & PHUNG	640 COMMUNIPAW AVE.	\$561.72
21201	4		OCEAN J.C. REALTY, LLC	713 OCEAN AVE.	\$659.55
21201	5		OCEAN J.C. REALTY, LLC	711 OCEAN AVE.	\$659.55
22502	31.0		ONE 1, LLC	355 M.L. KING DRIVE	\$2,042.85
23404	33		OVALLES, FRANCISCO & ANA	237 M.L. KING DRIVE	\$439.92
21301	36		P & T INVESTMENTS, L.L.C.	432 M.L. KING DRIVE	\$769.48
15002	23		PAHO, PROPERTIES, LLC	233 MONTICELLO AVE.	\$383.64
22503	41		PARKINSON, ANNETTE A & HISUE	333-335 M.L. KING DRIVE	\$738.70
18504	24		PATRICIA SERBON LLC	503 M.L. KING DRIVE	\$415.52

Block	Lot	Qual	Owner	Property Location	Bill Amt
19501	31		PAULINO, ARMANDO	473 M.L. KING DRIVE	\$439.70
18504	23		PAULINO, CRISTIANO & ESMERALDA, DIAZ	503.5 M.L. KING DRIVE	\$410.02
16802	1		PAYAMPS, JUAN A.	192-4 MONTICELLO AVE	\$899.19
23101	35		PELZER, HENRY	309 M.L. KING DRIVE	\$512.25
23101	36		PERSAUD ELECTRIC PROFIT SHARING	307 M.L. KING DRIVE	\$515.11
17905	14		PETER MICHAEL, INC % TRUCHAN B.T, INC	628 COMMUNIPAW AVE.	\$857.42
17905	15		PETER MICHAEL, INC. % TRUCHAN B.T. INC	626 COMMUNIPAW AVE.	\$725.51
26401	14		PORQUIN, HECTOR & FELICITA	75 M.L. KING DRIVE	\$439.70
23401	23		QBBA LLC % BARNEY ANDERSON	183 M.L. KING DRIVE	\$439.26
23202	76		RBI, INC. AKA RBI IMPROVEMENTS, INC.	286 M.L. KING DRIVE	\$439.70
26401	16		REYES, ARACELIS	71 M.L. KING DRIVE	\$439.70
18504	28		RH JC PORTFOLIO 1, LLC	493 M.L. KING DR.	\$879.40
26405	7		RODRIGUEZ, RUBIELA	27 M.L. KING DRIVE	\$437.72
23403	35		RODRIGUEZ, SONIA	211 M.L. KING DRIVE	\$458.17
22503	44		ROLA FOOD CORPORATION	325 M.L. KING DRIVE	\$494.00
22503	45		ROLA FOOD CORPORATION	323 M.L. KING DRIVE	\$376.16
22503	46		ROLA FOOD CORPORATION	321 M.L. KING DRIVE	\$612.50
22503	47		ROLA FOOD CORPORATION	164 CLAREMONT AVE.	\$494.66
22605	31		ROLA FOOD CORPORATION	320 M.L. KING DRIVE	\$1,267.44
16702	33		ROSARIO, SANTO & TORRES, MARIA C.	159 MONTICELLO AVE.	\$474.88
26404	36		S & S MLK PROPERTIES LLC	28 M.L. KING DRIVE	\$437.72
25601	2		S.B.JERSEY CITY, LLC % S. FRIEDLER	80 M.L. KING DR.	\$1,099.25
26404	35		S.L.JACKSON & ASSOC.% NORMAN OSTROW	26 M.L. KING DRIVE	\$451.57
24901	19		S.R.JERSEY CITY, LLC % S.FRIEDLER	79 M.L. KING DRIVE	\$1,099.25
16701	19		SCOTT, ULYSSES L & BETTY M	155 MONTICELLO AVE.	\$349.56
19503	37		SCOTT, DWAYNE	445 M.L. KING DRIVE	\$439.70
27001	13		SESTA, VICTOR & MARION	1 M.L. KING DR.	\$2,088.57
27002	14		SESTA, VICTOR R.	30 MC ADOO AVE.	\$483.67
27002	15		SESTA, VICTOR R.	32 MC ADOO AVE.	\$483.67
25602	6		SHARPERSON, ANTHONY	102 M.L. KING DRIVE	\$550.50
16701	31		SHEERMOMAHMED, NAUSHAD & BEBEE N.	131 MONTICELLO AVE.	\$652.95
15002	22		SHIVANEEL PROPERTIES, LLC	235 MONTICELLO AVE.	\$592.50
22604	19		SIMHA REALTY LLC C/O DAVID COHEN	302 M.L. KING DRIVE	\$495.76
22604	22		SIMHA REALTY, LLC C/O SUSAN COHEN	310 M.L. KING DRIVE	\$813.01
22604	18		SIMHA REALTY, LLC C/O DAVID COHEN	300 M.L. KING DRIVE	\$528.08
22604	20		SIMHA REALTY, LLC C/O DAVID COHEN	304-306 M.L. KING DR.	\$1,002.30
23403	29		SINGH PROPERTIES, INC.,	225 M.L. KING DRIVE	\$439.92
17906	29		SJR LEGACY, INC.	99 MONTICELLO AVE.	\$483.67
17906	30		SJR LEGACY, INC.	97 MONTICELLO AVE.	\$467.40
17906	28		SJR LEGACY, INC.,	101 MONTICELLO AVE.	\$481.47
17906	31		SJR LEGACY, INC.,	95 MONTICELLO AVE.	\$467.62
17906	32		SJR LEGACY, INC.	93 MONTICELLO AVE.	\$466.52
23502	1		SKYWAY REALTY, LLC	250 M.L. KING DRIVE	\$730.34
23502	103		SKYWAY REALTY, LLC	238-240 M.L. KING DRIVE	\$1,098.81
25603	3		SKYWAY REALTY, LLC	124 M.L. KING DRIVE	\$549.63
25603	4		SKYWAY REALTY, LLC	126 M.L. KING DRIVE	\$2,198.50

Block	Lot	Qual	Owner	Property Location	Bill Amt
25001	1		SNM MAZEL,LLC	184 M.L. KING DRIVE	\$1,667.56
23202	78		SO, JOHN & KIMBERLY	290 M.L. KING DRIVE	\$439.70
17905	24		ST.MENA FOOD CORP.	606 COMMUNIPAW AVE	\$1,055.28
17905	25		ST.MENA FOOD CORP.	604 COMMUNIPAW AVE	\$1,582.92
16701	28		STOLAR CAPITAL 3	137 MONTICELLO AVE.	\$549.63
16803	1		TAYLOR, WILLIAM AS TRUSTEE	176 MONTICELLO AVE.	\$527.64
19503	42		TBG 431 MLK, LLC	431-433 M.L. KING DRIVE	\$1,099.25
22605	33	C8001	TEJADA, MARCOS	332 M.L. KING DRIVE	\$681.54
18504	20		TGAS REALTY, INC.	509 M.L. KING DRIVE	\$549.63
18503	8		THE TZAVLAKIS & GRANT GROUP, L.L.C.	541 M.L. KING DRIVE	\$549.63
25101	1		TOTARO, DEBRA L.	166 M.L. KING DRIVE	\$468.06
24905	21		TOTARO, VINCENT	161 M.L. KING DRIVE	\$440.14
24905	23		TOTARO, VINCENT	157 M.L. KING DRIVE	\$439.26
16701	24		TRIFECTA ADVISORY GROUP, LLC	145 MONTICELLO AVE.	\$549.63
16701	25		TRIFECTA ADVISORY GROUP, LLC	143 MONTICELLO AVE.	\$549.63
17905	10		TRUCHAN, ANTHONY JR.	630 COMMUNIPAW AVE.	\$637.56
26402	37		TUMAINI KRISTO L.CHURCH A.N.M.S.INC	68 M.L. KING DRIVE	\$439.70
22605	33	C8002	TUMOE, FINDA	332 M.L. KING DRIVE	\$219.85
24902	17		TWENTY-THREE STONE, LLC	95 M.L. KING DRIVE	\$738.26
24903	17		TZAVLAKIS, DIMITRA	127-133 M.L. KING DRIVE	\$2,073.85
17906	33		UNDERWOOD, HENDRICK & MABEL	91 MONTICELLO AVE.	\$465.64
23501	93		URBAN LEAGUE OF HUDSON	256 M.L. KING DRIVE	\$1,330.75
16902	9		URBAN NOW, LLC	128 MONTICELLO AVE.	\$626.57
26401	17		VAISHNO DEVI, LLC	69 M.L. KING DRIVE	\$439.70
18602	4		VALDAN FAMILY LIMITED PARTNERSHIP	568-572 COMMUNIPAW AVE.	\$1,884.11
26401	13		VAN NOSTRAND AVENUE, LLC	75.5 M.L. KING DRIVE	\$439.70
23402	26		VARDAKIS, FOTIOS & ALEXANDRA	199 M.L. KING DRIVE	\$439.92
23403	32		VARDAKIS, FOTIOS & SANDRA	217-219 M.L. KING DRIVE	\$879.84
18503	7		VAUGHAN, TREVOR	543-7 M.L. KING DRIVE	\$2,372.18
18601	20		VERIZON - NJ	MONTICELLO AVE VACATED	\$2,088.57
18601	21		VERIZON - NJ	71 MADISON AVE.	\$5,231.55
26404	37		VHM INVESTMENTS,INC %H.M. RIOS	30 M.L. KING DRIVE	\$438.60
16701	20		WAHID, RIAZ & TABASSUM, FATHIMA	153 MONTICELLO AVE.	\$549.63
23403	27		WANG, SHI GUI	229 M.L. KING DRIVE	\$439.92
16702	32		WANG, XIU JIN & ZHENG, QUN	161 MONTICELLO AVE.	\$439.70
23402	25		WASHINGTON, DENISE	201 M.L. KING DRIVE	\$659.77
18504	26		WASHINGTON, ELIJAH	499 M.L. KING DRIVE	\$439.70
21102	49		WASHINGTON, G. DAVIS, D., & ETALS	409 M.L. KING DRIVE	\$329.78
16701	27		WILEY, JERRY	139 MONTICELLO AVE.	\$549.63
16802	67		WILKINSON PROPERTY HOLDINGS LLC	178 MONTICELLO AVE.	\$549.63
24903	18		WOODLAWN ESTATES LLC	123 M.L. KING DRIVE	\$549.63
24903	19		WOODLAWN ESTATES LLC	121 M.L. KING DRIVE	\$577.33
23202	81		ZHENG, TIAN W. & XIU YUN	296 M.L. KING DRIVE	\$439.70
					\$244,105.02



Block	Lot	Qual	Owner	Property Location	Bill Amt
<p>Notice is hereby provided that the Tax Assessor of the City of Jersey City has prepared an Assessment Roll setting forth the amounts to be specifically assessed against the benefitted and assessable properties in the Jackson Hill Mail Street Special Improvement District. The Assessment Roll listing the current owners of all properties being assessed and their valuations are on file with the City Clerk at City Hall, 280 Grove Street, Room 118, Jersey City, New Jersey and are available for public inspection from 9:00 A.M. to 4:00 P.M. The Municipal Council shall meet on <b>WEDNESDAY, March 28, 2018 at 6:00 P.M.</b> at City Hall in the Anna &amp; Anthony R. Cucci Memorial Council Chambers, 280 Grove Street, Jersey City, New Jersey, to conduct a public hearing to consider any objections to the Assessment Roll on file with the Clerk. At that time the Municipal Council may approve the Assessment Roll as certified or modify the Roll. You have the right to inspect this Assessment Roll and to be heard at the public hearing.</p>					
<b>Robert Byrne, City Clerk</b>			<b>Steven M. Fulop, Mayor</b>		

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

City Clerk File No. \_\_\_\_\_ Res. 18-295

Agenda No. 10.D \_\_\_\_\_

Approved: MAR 28 2018

TITLE:



## A RESOLUTION RECOGNIZING APRIL 9<sup>TH</sup> THROUGH 13<sup>TH</sup>, 2018 AS BOYS & GIRLS CLUB WEEK

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

WHEREAS, the young people of Jersey City, New Jersey are tomorrow's leaders; and

WHEREAS, many young people need professional youth services to help them achieve their full potential; and

WHEREAS, there is one Boys & Girls Club organization operating in three locations in Jersey City, providing services to more than 1,600 young people annually; and

WHEREAS, Boys & Girls Clubs instill young people with the self-confidence to believe they can succeed at anything they put their mind to, and stand at the forefront of efforts in the areas of academic success, healthy lifestyles, good character, and leadership; and

WHEREAS, Boys & Girls Club organizations throughout New Jersey help ensure young people have a safe, supportive place to spend time and will provide them with quality youth development programs; and

WHEREAS, the Boys & Girls Clubs of Hudson County will celebrate National Boys & Girls Club Week with some 4,000 Clubs and over 2 million more children and teens nationwide;

NOW, THEREFORE, BE IT RESOLVED by the Members of the Jersey City Municipal Council that the week of April 9<sup>th</sup> through the 13<sup>th</sup> in the year 2018 is hereby recognized as Boys & Girls Club Week in Jersey City; and,

BE IT FURTHER RESOLVED that all citizens are encouraged to join in recognizing and commending the Boys & Girls Clubs of Hudson County for providing the young people of Jersey City with comprehensive and effective youth development services.

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.28.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY		ABSENT		YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

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

City Clerk File No. Res. 18-296

Agenda No. 10-E

Approved: MAR 28 2018

TITLE:



**A RESOLUTION THANKING AND HONORING  
THERESA B. DIZON-DE VEGA FOR HER SERVICE AS  
CONSUL GENERAL OF THE PHILIPPINES TO NEW YORK**

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

**WHEREAS**, the Consul General of the Philippines to New York, **Theresa B. Dizon-de Vega**, has enjoyed a long career in diplomacy and public service; and,

**WHEREAS**, **Consul General Dizon-de Vega** earned a Bachelor of Arts degree in English with honors at the University of the Philippines in 1989 and completed her Master's Degree in English at Queen's University in Canada in 1991, obtained her Juris Doctor degree from the Ateneo de Manila University School of Law and passed the Philippine Bar in 2000; and,

**WHEREAS**, **Consul General Dizon-de Vega** has served with distinction and dedication as Philippine Consul General since November 2016, having previously served as Deputy Consul General from 2011 to 2013; and,

**WHEREAS**, **Consul General Dizon-de Vega** has been committed to encouraging constructive civic and political engagement among the Filipino and Filipino-American communities by encouraging them to serve in various boards and associations in New York, New Jersey, and in other States under the Consulate General's jurisdiction, contributing to the development of the localities they live in; and,

**WHEREAS**, **Consul General Dizon-de Vega** has provided valuable service to the Filipino-American community in Jersey City, New Jersey, providing them inspiration in further elevating the image of the community and forging stronger partnership with government and civil society leaders; and,

**WHEREAS**, **Consul General Dizon-de Vega** has spearheaded programs in partnership with New Jersey institutions for the benefit of the aging and senior members of the Filipino-American community, as well as newly-arrived Filipino immigrants, which has resulted in better access to information and services by the members of these sectors and their families; and

**WHEREAS**, **Consul General Dizon-de Vega**, being highly qualified and having earned the respect of her colleagues and superiors, is expected to be appointed to a senior and sensitive position in the Department of Foreign Affairs of the Republic of the Philippines, and will be resigning from her position as Consul General;

**NOW, THEREFORE, BE IT RESOLVED** by the Members of the Jersey City Municipal Council that **Consul General Theresa B. Dizon-de Vega** is hereby thanked and honored for her service to Jersey City's Filipino-American community, and is wished well in her future ventures.

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3-28-18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	ABSENT			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

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

City Clerk File No. Res. 18-297

Agenda No. 10.F

Approved: MAR 28 2018



TITLE:

## A RESOLUTION COMMEMORATING THE LIFE AND TIMES OF IRIS ELAINE PERKINS

**WHEREAS, Iris Perkins** was born March 7, 1956 as the fourth and only girl of five children to the late Mildred Hillsman and Augustus Perkins in Jersey City, New Jersey; and,

**WHEREAS, Iris Perkins** attended PS 41 and Henry Snyder High School, where she was a member of the Xinos Sorority, and then enrolled in Jersey City State College to study Marketing and Business Administration; and,

**WHEREAS, Iris Perkins** started her career in the music industry as Club Promotions Director at Sugar Hill Records. She excelled in this position, and was soon hired by A&M Records to obtain radio airplay in the New York area for artists including Jeffrey Osborne, Vesta, Brenda Russell, Barry White, Shanice Wilson, Herb Alpert, and Janet Jackson; and,

**WHEREAS, Iris Perkins** quickly rose through the ranks at A&M Records, becoming Regional Promotion Manager and then Director of Urban Music Marketing and Director of Tour Promotions for the first and second Janet Jackson live concert tours, a position which was created for **Iris Perkins** by Janet Jackson; and,

**WHEREAS, Iris Perkins** was then promoted to National Director of Promotion and Marketing, coordinating the nationwide promotion and marketing of all urban acts on A&M Records and their distributed labels; and,

**WHEREAS, in** pressing all in her path, **Iris Perkins** was recruited by Perspective Records as Sr. National Director of Promotion & Marketing, working closely with the label owners and her recruiters, Jimmy Jam & Terry Lewis. She coordinated the day-to-day activities for sixteen regional promotion representatives, organized national and regional promotions contests and artists' promotional tours; and,

**WHEREAS, Jimmy & Terry** trusted **Iris Perkins'** industry knowledge and ear for music, often consulting her on single selections and new signings. Under her advice, Perspective Records launched the careers of Mint Condition, Sounds of Blackness, Barry White, Vesta, CeCe Peniston and Janet Jackson; and,

**WHEREAS, at the insistence of her clients, Iris Perkins** started her own management company, MGP Management, Inc. Her clientele included Vesta Williams, and **Iris** was Executive Producer on her chart-topping album *Relationships*; and,

**WHEREAS, Iris Perkins** was always intrigued by the world of politics, leading her to serve as Aide to Jersey City Councilwoman Michele Massey and Community Liaison for State Senator Sandra Cunningham; and,

**WHEREAS, at Christ the King Church, Iris Perkins** served on the Parish Council, volunteered at the Soup Kitchen at Sacred Heart Church as part of Christ the Kings' Outreach and Mentoring Programs; and,

**WHEREAS, Iris Perkins** was a passionate force with many talents and abilities, but most of all she was a deeply-rooted religious woman who loved her family and friends wholeheartedly.

**NOW, THEREFORE, BE IT RESOLVED** by the Members of the Jersey City Municipal Council that the life of **Iris Perkins** is hereby commemorated. May the memory of her time on earth serve as a comfort to the many family and friends she leaves to mourn her passing.

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

APPROVED AS TO LEGAL FORM

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

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

Business Administrator

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.28.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY		ABSENT		YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

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

City Clerk File No. Res. 18-298

Agenda No. 10.G

Approved: MAR 28 2018



TITLE:

**A RESOLUTION DESIGNATING THE MONTH OF APRIL AS  
AUTISM AWARENESS MONTH IN THE CITY OF JERSEY CITY  
AND COMMEMORATING THE "LIGHT IT UP BLUE" INITIATIVE**

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

**WHEREAS**, autism is a general term used to describe a group of pervasive developmental disorders, commonly known as autism spectrum disorders, that result in difficulties with communication and social interaction, as well as repetitive behaviors, and which affects individuals differently, mildly affecting some and significantly disabling others; and

**WHEREAS**, according to the Centers for Disease Control and Prevention, autism affects about 1 in 68 children in the United States, including 1 in 54 boys, with the number of autistic adults growing daily; and

**WHEREAS**, the lifetime incremental cost of caring for a person with autism is, on average, \$3.2 million, and the estimated annual national cost of caring for persons affected by autism is at least \$90 billion; and

**WHEREAS**, it is both a moral and fiscal imperative that services be made available that maximize the potential of each unique adult living with autism to contribute to the greatest extent possible to the society and economy of the United States; and

**WHEREAS**, early intervention can improve outcomes by significantly improving the cognitive, language, and adaptive skills of people with autism, however the promise of early intervention is not being realized as close to 80% of adults with autism, even those without an intellectual disability, are unemployed and living at home with relatives rather than independently; and

**WHEREAS**, organizations including Kerry Magro's "KFM Making A Difference," Autism New Jersey, Sensory Kids & Social Minds LLC, and Smile Preschool & Nursery are spearheading awareness efforts in order to educate parents, professionals and the general public about autism and its effects through initiatives including World Autism Awareness Day, which is officially recognized each year on April 2<sup>nd</sup>, and the "Light it Up Blue" initiative, which the City of Jersey City has joined for the past three years;

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby designate the month of April of each year as Autism Awareness Month in the City of Jersey City to recognize the children and adults in the community who have been diagnosed with autism spectrum disorders, as well as the families and dedicated professionals who work with them, and commemorates World Autism Awareness Day on April 2, 2018 and "Light It Up Blue" as a means of educating the public about autistic spectrum disorders and this growing public health crisis.

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3 28 18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY		ABSENT		YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

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

City Clerk File No. Res . 18-299

Agenda No. 10.H

Approved: MAR 28 2018

TITLE:



**A RESOLUTION THANKING AND CELEBRATING  
HELEN'S PIZZERIA ON THE OCCASION OF ITS  
50TH ANNIVERSARY**

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

**WHEREAS**, the family-run **Helen's Pizzeria** has served the neighborhood of Downtown Jersey City from its beloved home on Newark Avenue for 50 years with warmth and pride; and,

**WHEREAS**, Nicolas Kalcanides opened **Helen's Pizzeria** in 1968 after coming to the United States from Greece with his wife, Irene, and two children, Steven and Helen, in 1963; and,

**WHEREAS**, Nicolas Kalcanides named **Helen's Pizzeria** after his daughter, thus beginning a 50-year tradition of family working together to serve the community; and,

**WHEREAS**, in 1985, **Helen's Pizzeria** was passed to Nicolas's son Steven, who along with his wife Maria renovated and expanded the restaurant while maintaining its treasured place as a home-away-from-home for countless community members; and,

**WHEREAS**, as **Helen's Pizzeria** continued to grow, Steven and Maria had three children, Nicolas, Irene, and Alexandra, who also joined to help the family restaurant throughout the years; and,

**WHEREAS**, from 12:00 p.m. to 4:00 p.m. on Monday, April 9th, 2018, neighbors will gather at **Helen's Pizzeria**, 183 Newark Avenue, to celebrate its 50th anniversary, enjoying pizza priced as it was 50 years ago while sharing merry tales of slices past and still to come,

**NOW THEREFORE BE IT RESOLVED** that the Members of the Jersey City Municipal Council hereby thank and honor **Helen's Pizzeria** for its longstanding commitment to serving Jersey City residents.

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

APPROVED AS TO LEGAL FORM

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

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

Business Administrator

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.28-18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY		ABSENT		YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

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

City Clerk File No. Res. 18-300

Agenda No. 10.1

Approved: MAR 28 2018

TITLE:



**A RESOLUTION COMMEMORATING THE 50<sup>TH</sup>  
ANNIVERSARY OF REV. DR. MARTIN LUTHER  
KING JR.'S SPEECH AT METROPOLITAN AME ZION CHURCH**

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

**WHEREAS**, Metropolitan African Methodist Episcopal (AME) Zion Church is the oldest African American congregation in Jersey City, NJ, first organized in 1846 by the Rev. Timothy Tate and moving to its current location on Bergen Avenue over 50 years ago; and,

**WHEREAS**, on March 27, 1968, Rev. Dr. Martin Luther King Jr. visited Jersey City's Metropolitan AME Zion Church to deliver a speech to a standing-room-only crowd of 2,000 people, his second visit to Jersey City in a span of three years; and,

**WHEREAS**, Dr. King's 1968 visit to Jersey City was a preliminary part of the Poor People's Campaign, which was scheduled to officially begin in April of that year, and was envisioned to demand better jobs, unemployment insurance, a fair minimum wage, and better services to America's poor; and,

**WHEREAS**, while the Poor People's Campaign was a part of Dr. King's half-hour speech at Metropolitan AME Zion Church, he also spoke out against the ongoing war in Viet Nam, and called on the congregants to engage in non-violent activism to resist the "evil, unjust, ill-considered war;" and,

**WHEREAS**, Dr. King's 1968 visit to Metropolitan AME Zion Church was marked by uncharacteristic unity among the crowd who Saw him speak, a sharp contrast to his previous visit to Jersey City, where bomb threats were made prior to the speech he delivered at St. Peter's College; and,

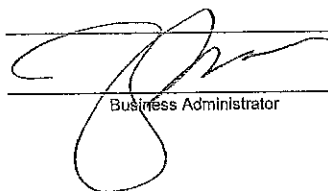
**WHEREAS**, tragically, just eight days after Dr. King's March 27, 1968 visit to Metropolitan AME Zion Church, he was assassinated, and the Poor People's Campaign never launched; and,

**WHEREAS**, Dr. King, who would be 89 years old this year, left the attendees of his 1968 speech at Metropolitan AME Zion Church with these words of inspiration, "If you can't fly then run, if you can't run then walk, if you can't walk then crawl, but whatever you do you have to keep moving forward."

**NOW, THEREFORE, BE IT RESOLVED** by the Members of the Jersey City Municipal Council that the 50<sup>th</sup> anniversary of Rev. Dr. Martin Luther King Jr.'s historic visit to Jersey City's Metropolitan AME Zion Church is hereby commemorated and celebrated, in the hopes that the man and his words will be remembered now and for generations to come.

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

APPROVED AS TO LEGAL FORM \_\_\_\_\_

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

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

Certification Required

Not Required

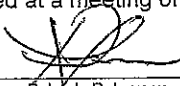
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.28.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY		ABSENT		YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

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

City Clerk File No. Res. 18-301

Agenda No. 10.J

Approved: MAR 28 2018

TITLE:



## RESOLUTION AUTHORIZING THE SETTLEMENT OF THE SUIT OF SHAWN BROWN V. CITY OF JERSEY CITY, ET AL.

**COUNCIL**

offered and moved adoption of the

following Resolution:

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

**WHEREAS**, Shawn Brown ("plaintiff") having filed suit against the City of Jersey City, et al. in the United States District Court, bearing Civil Case No. 12-cv-05314; and

**WHEREAS**, the Complaint alleges that the plaintiffs' civil rights were violated by members of the Jersey City Police Department; and

**WHEREAS**, the Corporation Counsel has recommended a settlement in the amount of \$17,500.00 because of the litigation risk involved; and

**WHEREAS**, plaintiff has agreed to this settlement and will sign the required release and stipulation of dismissal; and

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

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

1. The Corporation Counsel be authorized to settle this lawsuit for \$17,500.00.
2. The Jersey City Insurance Fund Commission be authorized to issue a check in the amount of \$17,500.00 payable to plaintiff.

SDC/ew  
03/06/18

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

APPROVED AS TO LEGAL FORM

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

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

Business Administrator

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.28.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY		ABSENT		YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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



**RESOLUTION FACT SHEET - NON CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE SETTLEMENT OF THE SUIT OF SHAWN BROWN V. OFFICER ANTHONY MAKOFKA AND OFFICER JONATHAN THOMPSON**

**Initiator**

Department/Division	Law Department	Law Department
Name/Title	Stevie D. Chambers	Assistant Corporation Counsel
Phone/email	(201) 547-4908	SChambers@jenj.org

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

**Resolution Purpose**

To settle the above-referenced lawsuit for \$17,500.00. This case involves allegations that plaintiff's civil rights were violated by members of the Jersey City Police Department. Specifically, plaintiff alleges that he was arrested without probable cause.

**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. 18-302

Agenda No. 10.K

Approved: MAR 28 2018

TITLE:



**RESOLUTION AUTHORIZING JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT AWARD FUNDS FROM THE AMERICAN PUBLIC HEALTH ASSOCIATION**

**COUNCIL OFFERED AND MOVED ADOPTION of the following resolution**

**WHEREAS**, the City of Jersey City is desirous of accepting an award, attached hereto as Exhibit A, for helping to create a Culture of Health In ycommunity; and

**WHEREAS**, America Public Health Association recognized the Mind/Spirit/Body Project as a recipient of the Healthiest Cities & Counties Challenge (HCCC) and

**WHEREAS**, the Mine/Spirit/Body Project shall create healthier, equitable communities through innovative engagement and partnerships; and

**WHEREAS**, this award is in the amount of \$10,000; and

**WHEREAS**, the purpose of the award is to encouraged that the award be used in any way necessary to advance your proposed project and

**WHEREAS**, the City desires to accept the funds for the aforementioned purpose.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of Jersey City that  
1.)

1. The City is authorized to accept a American Public Health Association Award for \$10,000.
2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to accept the grant award, and execute any documents necessary to effectuate the purpose of this resolution.
3. The Office of Management and Budget is hereby authorized to establish an award account in the amount of \$10,000 for the grant

BD  
03/20/18

APPROVED: [Signature] APPROVED AS TO LEGAL FORM

APPROVED: [Signature] SA Ass.  
Business Administrator Corporation Counsel

Certification Required

Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.28.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY		ABSENT		YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

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

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

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

[Signature] Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT AWARD FUNDS FROM THE AMERICAN PUBLIC HEALTH ASSOCIATION**

**Initiator**


Department/Division	Health and Human Services	
Name/Title	Stacey Flanagan	
Phone/email	201-547-5945	

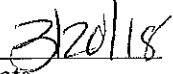
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

America Public Health Association recognized the Mind/ Spirit / Body Project as a recipient of the Healthies Cities & Counties Challenge (HCCC) and the amount of \$10,000. The purpose of the award Mind/ Spirit / Body Project shall create healthier, equitable communities through innovative engagement and partnership.

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

  
Signature of Department Director

  
Date



AMERICAN PUBLIC HEALTH ASSOCIATION

*For science. For action. For health.*

Dear Ms. Stacey Flanagan:

Congratulations!

We are pleased to recognize the Mind/Spirit/Body Project as a recipient of the Healthiest Cities & Counties Challenge (HCCC) Interim Award for honorable mention in the practice of Cross-sector Collaboration and Partnerships. Your community has demonstrated a great commitment to the goals of The Challenge to create healthier, equitable communities through innovative engagement and partnerships that can serve as a model for other areas across the country. As an awardee, you will receive an award of \$10,000. It is encouraged that the funds be used in any way necessary to advance your proposed project.

HCCC Interim Award recipients will be publicly announced in mid-January therefore, we request that you do not publish your award status until the official media announcement has been made.

Again, congratulations to you and your partners on your selection as an HCCC interim awardee and for all of your hard work. We look forward to watching and highlighting the progress your community makes throughout the duration of the challenge.

If you have any questions please contact JeVonna Ephraim at [hccc@apha.org](mailto:hccc@apha.org) or 202-777-2429.

Sincerely,

A handwritten signature in black ink that reads "Georges C. Benjamin". The signature is written in a cursive style with a large, looped "G" and "B".

Georges C. Benjamin, MD  
Executive Director

800 I Street, NW • Washington, DC 20001-3710  
202-777-2742 • [www.apha.org](http://www.apha.org)

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

City Clerk File No. \_\_\_\_\_ Res. 18-303

Agenda No. \_\_\_\_\_ 10.1 \_\_\_\_\_



## WITHDRAWN

RESOLUTION AUTHORIZING THE RENEWAL OF A LICENSE AGREEMENT WITH THE JERSEY CITY RESERVOIR PRESERVATION ALLIANCE, INC. FOR THE PURPOSE OF PROVIDING PUBLIC ACCESS TO RESERVOIR NO. 3 LOCATED AT 113-116 CENTRAL AVENUE

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

**WHEREAS**, the City of Jersey City (City) owns real property known as Reservoir No. 3 also known as Block 4802, Lot 1, formerly known as Block 835 Lot S ( Property); and

**WHEREAS**, the Jersey City Reservoir Preservation Alliance, Inc. (Reservoir Alliance) is a private non-profit corporation of the State of New Jersey; and

**WHEREAS**, the Reservoir Alliance desires the City's permission to enter the Property for the purposes of conducting maintenance on, and providing public access to, the Property for the public benefit and enjoyment; and

**WHEREAS**, the Reservoir Alliance shall agree to indemnify and insure the City against any claims arising from the Reservoir Alliance's and its invitees' use of the Property; and

**WHEREAS**, the attached License Agreement shall commence on the date of execution by the City and shall expire no later than one (1) year thereafter; and

**WHEREAS**, the Reservoir Alliance agrees to execute the License Agreement attached hereto.

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A LICENSE AGREEMENT WITH THE JERSEY CITY RESERVOIR PRESERVATION ALLIANCE, INC. FOR THE PURPOSE OF PROVIDING PUBLIC ACCESS TO RESERVOIR NO. 3 LOCATED AT 113-116 CENTRAL AVENUE**

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

1. The Reservoir Alliance and its guests or invitees preauthorized to enter onto the Property for the purpose of performing the activities described in the License Agreement attached hereto; and
2. Subject to such modifications as may be deemed necessary or appropriate by the Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement in substantially the form attached hereto; and
3. The License Agreement shall commence on the date of execution by the City and shall expire no later than one (1) year thereafter.

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

APPROVED AS TO LEGAL FORM \_\_\_\_\_

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

Cert  
Not

**WITHDRAWN**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.28.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

**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 RENEWAL OF A LICENSE AGREEMENT WITH THE JERSEY CITY RESERVOIR PRESERVATION ALLIANCE, INC. FOR THE PURPOSE OF PROVIDING PUBLIC ACCESS TO RESERVOIR NO. 3 LOCATED AT 113-116 CENTRAL AVENUE**

**Initiator**

Department/Division	Business Administration	Real Estate
Name/Title	Ann Marie Miller	Real Estate Manager
Phone/email	201-547-5234	amiller@jcnj.org

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

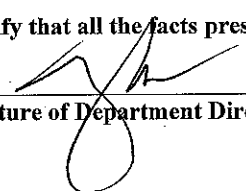
**Resolution Purpose**

The resolution shall authorize the execution of a license agreement that shall permit the Jersey City Reservoir Preservation Alliance to access Reservoir No. 3 for the purposes of maintenance of the reservoir and public recreation. The term of the License Agreement shall be for one (1) year.

I certify that all the facts presented herein are accurate.

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

\_\_\_\_\_  
Date

 3/22/18

## LICENSE AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 between the City of Jersey City, a municipal corporation of the State of New Jersey (hereinafter referred to as "City" or "Licensor") and the Jersey City Reservoir Preservation Alliance, Inc., a private nonprofit corporation (hereinafter referred to as "Licensee" or "Reservoir Alliance" ), having offices at 921 Bergen Avenue, Jersey City, New Jersey 07306 c/o Irwin M. Rosen, Esq. By this agreement the City grants permission ( "License" ) to the Licensee to enter onto property owned by the City known as Reservoir No. 3 with a street address of 113-116 Central Avenue, Jersey City, NJ 07306 and designated on the City's tax map as Lot 1 in Block 4802 formerly known as Lot S in Block 835 ( hereinafter referred to as the "Premises").

Licensee, and/ or its guests and invitees, are permitted to enter the Premises for the purpose of providing public access to the Premises as described in this License Agreement and subject to the terms and conditions of this Agreement set forth below.

1. The term of this License Agreement is as follows:

From March 1, 2018 through November 30, 2018 ("License Public Use Term"), Licensee shall be permitted to use the Premises during daylight hours as follows: (i) Saturdays and Sundays from sunrise to sunset beginning on March 1, 2018 through and including November 30, 2018 for public access to the Premises; (ii) on weekdays for supervised tours; and (iii) every day to Reservoir Alliance board members for the purpose of maintenance and monitoring of the premises; and (iv) beginning on March 1, 2018 through November 30, 2018 from sunrise until sunset for the purpose of fishing. The Licensee shall be permitted to use the Premises for special events provided Licensee notifies the City Risk Manager at least seven (7) days prior to the date of the special event and obtains the written approval of the Risk Manager to conduct the special event.

From December 1, 2018 through February 28, 2019 ("License Maintenance Use Term"), Licensee, its volunteers and City personnel shall be permitted to use the Premises during daylight hours every day for the purpose of maintenance, repairs, tours, and monitoring of the premises.

2. The Licensee shall be permitted to use the Premises during the License Public Use Term for the following activities:
  - a. educational tours and programs;
  - b. recreational programs;
  - c. light maintenance work;
  - d. fishing events provided they are co-sponsored by the City's Division of Recreation; and
  - e. water based recreation (kayaking).
3. All public use activities listed in paragraph 2 above will be under the direct supervision of the Reservoir Alliance.



4. Licensee shall conduct the activities listed in paragraph 2 above, for public benefit and enjoyment.
5. Licensee may conduct the activities listed in paragraph 2 above in cooperation with the City of Jersey City, its department and agencies, partnering institutions, organizations and community groups.
6. Licensee's use of the premises shall be subject to the following insurance requirements:

Licensee shall maintain sufficient insurance to protect against all claims under General Liability, Auto Liability and Worker's Compensation and same shall be subject to approval for adequacy of protection. Certificate of such insurance, naming the City as an Additional Insured, where applicable, shall be provided. Insurance requirements are as follows:

- a. Comprehensive General Liability in the amount of \$5,000,000 per occurrence and in the aggregate
  - b. Workers Compensation with NJ statutory limits
  - c. Automobile Liability in the amount of \$1,000,000 combined single limit.
7. Any damage to property owned by or under the jurisdiction of the City resulting from or in any way arising out of the use of the Premises by the Licensee will be repaired by the Licensee at its own cost and expense. If the Licensee fails to make such repairs within a reasonable time after being requested to do so, the City shall have the right to make such repairs and the Licensee agrees to reimburse the City for all costs and expenses thereof.
  8. The Licensee agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons, including minors, whether or not involving a third party claim, arising out of the Licensee's and Licensee's invitees' use of the premises permitted herein. The Licensee further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, the Licensee shall, at no cost or expense to the City, defend against such claims, in which event the Licensee shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The Licensee's liability under this License Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination. Licensee shall require all third parties and their invitees to execute a Waiver and Indemnification Agreement that releases, holds harmless and indemnifies the City from any and all claims in a

format that is agreed upon by the City's Law Department in substantially the form attached as Exhibit A. A copy of all Waiver and Indemnification Agreements shall be provided to the City's Division of Risk Management within ten (10) days of execution.

9. The Licensee agrees to protect, defend and save harmless the City against any damage in connection with the Licensee's use of the premises and further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the contractor, its servants or agents. All accident or injuries to person, or any damages to property, occurring as a result or in connection with the Licensee's use of the premises shall be reported to the City Risk Manager and the Business Administrator as authorized representatives of the Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor.
10. Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.
11. The permission to use the Premises is not intended to grant permission to use unoccupied property not under the jurisdiction of the City, nor is it intended to relieve the Licensee from its responsibility to procure and maintain in effect all other requisite permissions and approvals.
12. The entire agreement between the City and Licensee is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.
13. City officials, officers, directors, employees or agents shall not be charged personally with any liability under any term or provision of this agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.
14. The Licensee's use of the Premises shall keep all improved and open public streets free and clear of obstructions and shall not interfere with their use.
15. The City shall not be responsible for any loss or theft sustained by the Licensee during its use of the Premises.
16. The Licensee's use of the Premises shall be in accordance with all applicable federal, state, county, and City laws and regulations including but not limited to health ordinances and regulations of the City of Jersey City which are applicable to the intended use of the Premises by the Licensee.

17. All equipment installed or used by the Licensee in connection with its use of the Premises that may be removed without damage to the Licensor's Premises shall be deemed to be the property of the Licensee and shall be removed by it at the termination of the agreement, or not later than two (2) weeks thereafter. In the event that the same is not removed, the same shall be deemed abandoned and the Licensor shall have the right to dispose of the same and charge the Licensee for any cost of disposing thereof.
18. The License shall provide in writing to the Licensor the name of one (1) authorized representative of the Licensee who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Licensee.
19. Licensee acknowledges and agrees that the City makes no representations or warranties regarding the Property. The City expressly disclaims, and Licensee expressly waives, all implied warranties, including without limitation, any warranty of suitability or fitness of the Property for any particular purpose or use.
20. This Agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto and the contractors or agents of Licensee. The Licensee shall not assign this Agreement, or any part thereof, or occupy the property for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages.
21. All of the above terms and conditions shall be binding on the Licensee, Licensor and all other parties connected with the event for which the Premises are herein licensed. Any and all violations of the terms and conditions of the said Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.
22. This Agreement, when properly executed, shall be binding upon the parties hereto and their respective successors and assigns.
23. This Agreement shall be for a one year term and shall be renewable for subsequent License Terms, upon approval of the City Council.

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

Licensors:

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

Licensee:

Luke J. Shray  
Jersey City Reservoir Preservation  
Alliance, Inc.  
P.O. Bo 7833  
Jersey City, NJ 07307-0833

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

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2018.

JERSEY CITY RESERVIOR  
PRESERVATION ALLIANCE, INC.  
(Licensee)

CITY OF JERSEY CITY  
(Licensor)

By: \_\_\_\_\_  
Luke J. Shray

By: \_\_\_\_\_  
Robert Kakoleski  
Business Administrator

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_  
Robert Byrne  
City Clerk

## **EXHIBIT A**

### **JERSEY CITY RESERVOIR 3 SUB-LICENSEE WAIVER, RELEASE AND ASSUMPTION OF RISK THIS IS A RELEASE OF LEGAL RIGHTS. PLEASE READ AND UNDERSTAND BEFORE SIGNING.**

#### **WARNING**

Reservoir #3, located on the City of Jersey City's tax map as Lot 1 in Block 4802 formerly known as Lot S in Block 835 ( hereinafter referred to as the ("Premises" ) is unimproved property and there are present actual and/or potentially dangerous, known and/or unknown, natural and/or man-made condition(s) at the Premises.

#### **WAIVER AND RELEASE**

I (we) acknowledge and fully understand that by entering upon the Premises I(we) hereby waive and release all claims and agree to indemnify, defend and hold harmless the Reservoir Alliance and the City, their respective agents, employees and assigns from and against any and all claims, demands, causes of action and damages, including, but not limited to, court costs, judgments and attorneys' fees resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the use of or my (our) exposure to the conditions of the premises or the Reservoir Alliance's or City's active or passive negligent conduct thereon. These include, among other things, injury or death to the undersigned or any third parties, including minors in my(our) or in the care of third parties, and damage or destruction of the undersigned's personal property. Also, I (we) hereby further covenant and agree that I (we), my (our) heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against the Reservoir Alliance or City or their respective agents, representatives, employees, successors or assigns by reason of the Reservoir Alliance's or City's active or passive negligent conduct or by reason of the condition(s) of the premises, whether natural or man-made and whether the condition is caused by the Reservoir Alliance's or City's active or passive negligence.

#### **ASSUMPTION OF RISK**

Furthermore, I (we) declare I (we) that the aforementioned warning stated earlier serves to warn me (us) that actual and/or potentially dangerous natural or man-made condition(s) may be encountered on the premises that may cause serious bodily harm or death or cause damage to or destruction of my (our) personal property. I (we) hereby state that I am (we are) aware of the risks and hazards and that I(we) voluntarily, expressly and knowingly consent to exposing myself (ourselves) and my (our) personal property to those and other associated dangerous conditions, known or unknown.

I further acknowledge and fully understand that the City, a municipal corporation of the State of New Jersey with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, does not accept any responsibility or liability for any of the above described risks.

#### **INSURANCE REQUIREMENTS**

I (we) have reviewed the insurance requirements set forth in Section 6 the License Agreement between the City of Jersey City and the Reservoir Alliance and agree to provide proof of coverage in the amounts in the form required, understanding that the City of Jersey City and the Reservoir Alliance shall be named an additional insured on the certificates of insurance.

**AGREEMENT**

I have read the above waiver and release in its entirety. I understand that I am giving up substantial rights by signing this document and hereby acknowledge that I am signing voluntarily.

BY: Company/Group/Organization:

Signed: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Sublicensee's Signature)

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Authorized Signatory

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

City Clerk File No. Res. 18-304

Agenda No. 10.M

Approved: MAR 28 2018

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE HARTFORD FINANCIAL SERVICES GROUP, INC.**

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

**WHEREAS,** The Hartford Financial Services Group, Inc. (The Hartford) has awarded the City of Jersey City (City) a grant in the amount of \$10,000 to fund fire safety awareness, education within the community and the City's Home Safety Inspection Program; and

**WHEREAS,** the City desires to receive the funds in order to offer residents of Jersey City a home safety survey in one and two family homes. At the completion of the inspection, fire personnel will install 10 year smoke detector devices and surge protectors in the home.

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

1. The City of Jersey City hereby accepts grant funds of \$10,000 from The Hartford for the purpose of fire safety awareness and education within the community.
2. The Office of Management and Budget is authorized to establish an account in the amount of \$10,000 fire safety measures.

APPROVED: *Jerome Pate*

APPROVED AS TO LEGAL FORM

*B.R.*  
*3-19-18*

APPROVED: *[Signature]*  
Business Administrator

*[Signature]* Corporation Counsel

Certification Required

Not Required

APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.28.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	<i>A</i>	<i>10</i>	<i>0</i>	YUN	<i>✓</i>			RIVERA	<i>✓</i>		
PRINZ-AREY	<i>✓</i>			SOLOMON	<i>✓</i>			WATTERMANN	<i>✓</i>		
BOGGIANO	<i>✓</i>			ROBINSON	<i>✓</i>			LAVARRO, PRES.	<i>✓</i>		

✓ 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**

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

**Full Title of Ordinance/Resolution**

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE HARTFORD FINANCIAL SERVICES GROUP, INC.

**Initiator**

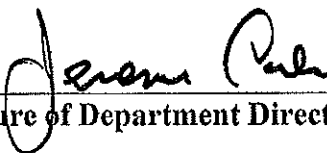
Department/Division	PUBLIC SAFETY	FIRE
Name/Title	JEROME CALA	ASSISTANT DIRECTOR
Phone/email	201.547.4239	JCala@NJJCPS.ORG

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

**Resolution Purpose**

The grant will help fund the City's Home Safety Inspection Program. Fire Prevention personnel will be conducting home safety surveys in one and two family homes. This program will allow Fire personnel and citizen the city serves to interact in a non-emergency setting to discuss building and occupant specific fire prevention needs. At the completion of the safety check, Fire personnel will install multiple 10 year smoke detector devices and surge protectors in the home.

I certify that all the facts presented herein are accurate.

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

3/14/18  
Date

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

City Clerk File No. Res. 18-305  
 Agenda No. 10.N  
 Approved: MAR 28 2018  
 TITLE:



**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 257 DUNCAN AVENUE, A/K/A BLOCK 16101 LOT 2 F/K/A BLOCK 1665.5, LOT 2.A.**

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

**WHEREAS**, on January 27, 2006, Roy and Lourdes Zambrano (Borrowers) executed a Mortgage and Note in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$25,000.00 made under the Golden Neighborhoods Homeownership Program; and

**WHEREAS** the Second Mortgage was recorded in Book 14062 at Page 00297 of the Register of Deeds for Hudson County on February 14, 2006; and

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

**WHEREAS**, the mortgage affects property known as 257 Duncan Avenue, a/k/a Block 16101, Lot 2, f/k/a Block 1665.5, Lot 2.A;

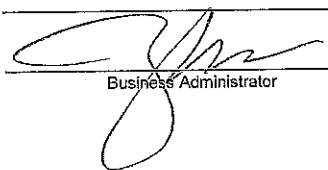
**WHEREAS**, ten (10) years have passed since the loan was made and the City is satisfied that the Borrower both owned and occupied the property throughout the term of the mortgage. Therefore, City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$25,000.00 affecting 257 Duncan Avenue, Block 16101, Lot 2, f/k/a Block 1665.5, Lot 2.A.

JL/he  
3/19/18

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

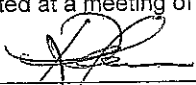
**APPROVED 8-0**

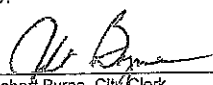
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3-28-18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY		ABSENT		YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

Resolution Authorizing The Business Administrator to Execute A Discharge Of Mortgage affecting 257 Duncan Avenue, A.K.A. Block 16101, Lot 2 and F.K.A. Block 1665.5, Lot 2.A.

**Initiator**

Department/Division	HEDC	Community Development
Name/Title	Rodney Hairston	Real Estate Officer
Phone/email	201-547-4793	Hairstonr@jenj.org

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

**Resolution Purpose**

Discharge of City's mortgage because the owners (Roy and Lourdes Zambrano) have fully satisfied their GNHP mortgage requirement.

I certify that all the facts presented herein are accurate.

\_\_\_\_\_  
Signature of Department Director      *RE*      \_\_\_\_\_  
Date

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

City Clerk File No. Res. 18-306

Agenda No. 10.0

Approved: MAR 28 2018



**TITLE: RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE JERSEY CITY SUMMER FOOD PROGRAM GRANT FOR CALENDAR YEAR 2018**

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

**WHEREAS**, the State of New Jersey Department of Agriculture announced that it is accepting grant applications for the 2018 Summer Food Service Program (the "2018 Program") that must be submitted before April 1, 2018; and

**WHEREAS**, the City of Jersey City, Department of Recreation (the "City") has prepared an application for the 2018 Program to provide breakfast and lunch to families in Jersey City; and

**WHEREAS**, the 2018 Program is expected to run from June 25, 2018 through August 17, 2018 and is expected to serve approximately 3,690 children per day; and

**WHEREAS**, the City is requesting funding from the New Jersey Department of Agriculture to underwrite the proposed summer meal program; and

**WHEREAS**, the City must execute various documents in order to submit the application, and agree to the terms and conditions of the Summer Food Service Program, Fiscal Year 2018 Permanent Agreement, attached hereto as Exhibit A; and

**WHEREAS**, the City has reviewed such documents and wishes to participate in the 2018 Program through submission of all the required documents.

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

1. City of Jersey City officials are hereby authorized to submit a grant application to the New Jersey Department of Agriculture Summer Food Service Program for calendar year 2018;
2. The City accepts the Summer Food Service Program Permanent Agreement attached hereto, agrees to comply with its terms and conditions, and the Mayor or Business Administrator is authorized to execute any documents necessary to effectuate the purposes of this resolution.

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3-28-18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY		ABSENT		YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

**RESOLUTION FACT SHEET – NON CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE SUBMISSION OF THE NJ DEPARTMENT OF AGRICULTURE APPLICATION FOR THE 2018 SUMMER FOOD SERVICE PROGRAM GRANT**

**Initiator**

Department/Division	Department of Recreation	
Name/Title	Arthur Williams	Director
Phone/email	(201) 547-4537	kwilliamson@jcnj.org

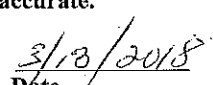
Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

To submit the NJ Department of Agriculture 2018 Summer Food Service Program Grant Application for 2018 allowing breakfast and lunch meal to be served to low income children in Jersey City at different camps, daycares, recreation sites and faith-based organizations from June 25 – August 17, 2018

I certify that all the facts presented herein are accurate.

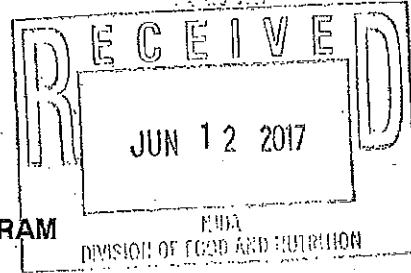
  
Signature of Department Director

  
Date



State of New Jersey

DEPARTMENT OF AGRICULTURE  
Division of Food & Nutrition  
PO Box 334  
TRENTON NJ 08625-0334



SUMMER FOOD SERVICE PROGRAM  
PERMANENT AGREEMENT

LEGAL NAME OF SPONSOR

City of Jersey City - Dept. of Recreation

ADDRESS 280 Grove St.

Jersey City, NJ 07302

AGREEMENT NUMBER 09-0021

In order to accomplish the purpose of the Summer Food Service Program authorized by Section 13 of the National School Lunch Act, the Child Nutrition Act of 1966, as amended, and regulated by 7 CFR Part 225, the New Jersey Department of Agriculture (hereinafter referred to as the "Agency") and the organization whose name and address appear above (hereinafter referred to as the "Sponsor"), hereby intending to be legally bound, agree to the following:

- I. DEFINITIONS: For the purpose of this Agreement, the following terms shall apply:
  - A. "Administrative costs" means program costs incurred by the sponsor related to planning, organizing and managing a food service under the Program and excluding interest costs and operating costs.
  - B. "Adult" means, for the purposes of the collection of the last four digits of social security numbers as a condition of eligibility for Program meals, any individual 21 years of age or older.
  - C. "Advance payments" means financial assistance made available to a sponsor for its operating costs and/or administrative costs prior to the end of the month in which such costs will be incurred.
  - D. "Areas in which poor economic conditions exist" means:
    - (a) The attendance area of a school in which at least 50 percent of the enrolled children have been determined eligible for free or reduced-price school meals under the National School Lunch Program and the School Breakfast Program;
    - (b) A geographic area where, based on the most recent census data available or information provided from the department of welfare or zoning commission, at least 50 percent of the children residing in that area are eligible for free or

reduced-price school meals under the National School Lunch Program and the School Breakfast Program;

- (c) A geographic area where a site demonstrates, based on other approved sources, that at least 50 percent of the children enrolled at the site are eligible for free or reduced-price meals under the National School Lunch Program and the School Breakfast Program; or
  - (d) A closed enrolled site.
- E. "Camps" means residential summer camps and nonresidential day camps which offer a regularly scheduled food service as part of an organized program for enrolled children. Nonresidential camp sites shall offer a continuous schedule or organized cultural or recreational programs for enrolled children between meal services.
- F. "Children" means a) persons 18 years of age and under; and b) persons over 18 years of age who are determined by a State educational agency or a local public educational agency of a State to be mentally or physically handicapped and who participate in a public or nonprofit private school program established for the mentally or physically handicapped.
- G. "Closed enrolled site" means a site which is open only to enrolled children, as opposed to the community at large, and in which at least 50 percent of the enrolled children at the site are eligible for free and reduced price school meals under the National School Lunch Program and the School Breakfast Program, as determined by approval of applications in accordance with 7 CFR 225.15(f);
- H. "Family" means a group of related or nonrelated individuals, who are not residents of an institution or boarding house but who are living as one economic unit.
- I. "Fiscal year" means the period beginning October 1 of any calendar year and ending September 30 of the following calendar year.
- J. "Food service management company" means a commercial enterprise or a nonprofit organization with which a sponsor may contract for preparing unitized meals, with or without milk, for use in the Program, or for managing a sponsor's food service operations in accordance with the limitations set forth in 7 CFR 225.15. Food service management companies may be: (a) public agencies or entities; (b) private, nonprofit organizations; or (c) private, for-profit companies.
- K. "FNS" means the USDA Food and Nutrition Service.
- L. "Household" means "family" as defined herein.
- M. "Meals" means food which is served to children at a food service site and which meets the nutritional requirements set out in 7 CFR 225.16.
- N. "Milk" means whole milk, low-fat milk, skim milk and buttermilk. All milk must be fluid and pasteurized and must meet State and local standards for the appropriate type of milk. Milk served may be flavored or unflavored. All milk should contain vitamins A and D at levels specified by the Food and Drug Administration and at levels consistent with State and local standards for such milk.

- O. "NYSP" means the National Youth Sports Program administered by the National Collegiate Athletic Association.
- P. "Operating costs" means the cost of operating a food service under the Program:
- (a) Including the (1) cost of obtaining food, (2) labor directly involved in the preparation and service of food, (3) cost of nonfood supplies, (4) rental and use allowances for equipment and space, and (5) cost of transporting children in rural areas to feeding sites in rural areas, but
  - (b) Excluding (1) the cost of the purchase of land, acquisition or construction of buildings, (2) alteration of existing buildings, (3) interest costs, (4) the value of in-kind donations, and (5) administrative costs.
- Q. "Private nonprofit organization" means an organization (other than private nonprofit residential camps, school food authorities, or colleges or universities participating in the NYSP) that meets the definition of "private nonprofit" herein and that:
- (a) Exercises full control and authority over the operation of the Program at all sites under its sponsorship;
  - (b) Provides ongoing year-round activities for children or families;
  - (c) Demonstrates that it has adequate management and the fiscal capacity to operate the Program;
  - (d) Is an organization described in section 501 (c) of the Internal Revenue Code of 1986 and exempt from taxation under 501 (a) of that Code; and
  - (e) Meets applicable State and local health, safety and sanitation standards.
- R. "Program" means the Summer Food Service Program for Children authorized by Section 13 of the National School Lunch Act.
- S. "Program payments" means financial assistance in the form of start-up payments, advance payments, or reimbursement paid to sponsors for operating and administrative costs.
- T. "Rural" means any area in a county which is not part of a Metropolitan Statistical Area or any "pocket" within a Metropolitan Statistical Area which, at the option of the State agency and with FNSRO concurrence, is determined to be geographically isolated from urban areas.
- U. "School food authority" means the governing body which is responsible for the administration of one or more schools and which has the legal authority to operate a lunch program in those schools. In addition, for the purpose of determining the applicability of food service management company registration and bid procedure requirements, "school food authority" also means any college or university which participates in the Program.
- V. "Secretary" means the U.S. Secretary of Agriculture.



- W. "Self-preparation sponsor" means the sponsor prepares the meals that will be served at its site(s) and does not contract with a food service management company for unitized meals, with or without milk, or for management services.
- X. "Site" means a physical location at which a sponsor provides a food service for children and at which children consume meals in a supervised setting.
- Y. "Sponsor" means a public or private nonprofit school food authority, a public or private nonprofit residential summer camp, a unit of local, municipal, county or State government, a public or private, nonprofit college or university currently participating in the National Youth Sports Program, or a private nonprofit organization which develops a special summer or other school vacation program providing food services similar to that made available to children during the school year under the National School Lunch and School Breakfast Programs and which is approved to participate in the Program. Sponsors are referred to in the National School Lunch Act as "service institutions."
- Z. "State agency" means the New Jersey Department of Agriculture, Division of Food and Nutrition.
- AA. "USDA" means the United States Department of Agriculture.
- BB. "Vended sponsor" means a sponsor which purchases from food service management company the unitized meals, with or without milk, which it will serve at its site(s), or a sponsor which purchases management services, subject to the limitations set forth in 7 CFR 225.15, from a food service management company.
- II.
- A. The Agency shall, to the extent of funds available, reimburse the Sponsor in connection with eligible meals served to children at the approved sites listed in Schedule A (s) during the period therein stated.
- B. The Agency shall, to the extent administratively possible, make advance payments to Sponsor by June 1, July 15, and August 15 of each year for the months of June, July and August if Sponsor intends to operate at least ten (10) days in the respective month in order to assist Sponsor in meeting operating costs and/or administrative expenses, as more specifically detailed in 7 CFR 225.9 (c) (1) through (c) (7). As a prerequisite, Sponsor must have held training sessions for administrative and site personnel. Advance payments will be subsequently deducted from regular reimbursement payments. (The Agency may withhold advance payments in some instances as specified in 7 CFR 225.9) In the event the Agency's advance payments or regular reimbursement payments to the Sponsor are late, the Agency will not be liable for payment of penalties or interest on the late payment.
- C. The Agency agrees to promptly notify the Sponsor of any change in the minimum meal requirements or reimbursement rates.
- D. The Sponsor represents and warrants that it is the governing body responsible for the administration of the approved sites listed on Schedule A of this Agreement, and all subsequent Addendums, or an agency to which the sites listed on Schedule A of this Agreement, and all subsequent Addendums, have delegated authority for the operation of their food service.
- E. The Sponsor agrees to accept final administrative and financial responsibility for total program operations at all approved sites listed in Schedule A of this Agreement, and all subsequent Addendums. Government sponsors further agree to directly operate this

Program at all approved sites listed in Schedule A of this Agreement, and all subsequent Addendums.

- F. The Sponsor certifies that each approved site listed on Schedule A of this Agreement, and all subsequent Addendums, serves an area in which poor economic conditions exist; or offers a regularly scheduled organized cultural or recreational activity with an enrollment and daily attendance in which at least half of all children enrolled in each session are eligible for free or reduced price school meals; or is a residential camp which, since such residential camps shall be reimbursed only for meals served to eligible children, shall submit annual eligibility information that documents the number of children enrolled in each session whose family incomes meet the eligibility requirements for free or reduced price school meals.
- G. The Sponsor certifies that all approved sites listed on Schedule A of this Agreement, and all subsequent Addendums, have been visited and have the capability and the facilities for the meal service planned and the number of children anticipated to be served.
- H. The Sponsor assures the Agency that it now complies with, and shall in the future comply with, Federal and State laws and regulations, including Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2002d et seq.), (P.L. 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. 1981 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) designed to ensure nondiscrimination and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice Enforcement Guidelines (28 CFR Parts 42 and 50), and FNS directives or regulations issued pursuant to these regulations, to the effect that, no person shall, on the ground of race, color, national origin, age, sex, disability, or reprisal or retaliation from prior civil rights activity, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Sponsor receives Federal financial assistance from the Agency; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement.

This assurance is given in consideration of, and for the purpose of, obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, and detail of Federal personnel, the sale and lease of, and the permission to use, Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the Sponsor, or any improvements made with Federal financial assistance extended to the Sponsor by the department. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, cash assistance for the purchase of food, rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Sponsor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized Agency and/or USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the USDA FNS shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sponsor, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from the Agency. The

person, or persons, whose signature appears below certifies that he or she is authorized to sign this assurance on behalf of the Sponsor.

I. The Sponsor shall adhere to the following:

1. Operate a nonprofit food service during the period specified, as follows:
  - (i) From May through September for children on school vacation;
  - (ii) At any time of the year, in the case of sponsors administering the Program under a continuous school calendar system; or
  - (iii) During the period from October through April, if the sponsor serves an area affected by an unanticipated school closure due to natural disaster, major building repairs, court orders relating to school safety or other issues, labor-management disputes, or, when approved by the Agency, a similar cause.
2. Offer meals, if a school food authority, and for all other sponsors, serve meals, that meet the requirements and provisions set for the in 7 CFR 225.16 and Schedule B, in accordance with the Agency approved menu (Schedule C) during the times designated as meal service periods by the Sponsor in this Agreement, and all subsequent Addendums, and offer the same meals to all children. The menu must be the State menu or one prepared by the Sponsor and approved by the Agency. The menu shall not be developed by a food service management company.
3. Serve meals without cost to all children, except that camps may charge for meals served to children who are not served meals under the Program.
4. Execute the attached Policy Statement and issue to all participants a policy statement which includes all of the language found therein including, but not limited to, a free meal policy statement and a statement of nondiscrimination that assures that all children are served the same meals and that there is no discrimination in the course of the food service. Except for camps, Sponsor must also include a statement that the meals served are free at all sites.
5. Hold Program training sessions for its administrative and site personnel and not allow any site to operate until personnel have attended at least one of these training sessions.
6. Ensure that its administrative personnel attend Agency training provided to sponsors and provide additional training throughout the summer to ensure that administrative personnel are thoroughly knowledgeable in all required areas of Program administration and operation and are provided with sufficient information to enable them to carry out their Program responsibilities. Each site shall have present at each meal service at least one person who has received this training.
7. Claim reimbursement only for the type or types of meals specified in this Agreement, and any subsequent Amendments, and served without charge to children at approved sites during the approved meal service period, except that camps shall claim reimbursement only for the type or types of meals specified in this Agreement, and any subsequent Amendments, and served without charge to children who meet the Program's income standards. No permanent changes may

be made in the serving time of any meal unless the changes are approved by the Agency.

8. Submit claims for reimbursement in accordance with 7 CFR 225.9 and the procedures established by the Agency.
9. In the storage, preparation and service of food, maintain proper sanitation and health standards in conformance with all applicable State and local laws and regulations. Self-preparation sites must have a current health certificate.
10. Accept and use, in quantities that may be efficiently utilized by the Program, such foods as may be offered as a donation by the USDA.
11. Have access to facilities necessary for storing, preparing, and serving and refrigerating food.
12. Maintain on file documentation of required site visits and reviews and make all accounts and records relating to the Program available to State, Federal, or other authorized officials for audit or administrative review, at a reasonable time and place. The records shall be retained for a period of three (3) years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved. A sponsor's records must be kept at the address specified in this document.
13. Visit each of its sites at least once during the first week of operation under the Program and shall promptly take such actions as are necessary to correct any deficiencies.
14. Review food service operations at each site at least once during the first four weeks of Program operations, and thereafter maintain a reasonable level of site monitoring. Sponsors shall complete a monitoring form developed by the Agency when conducting these reviews.
15. Conduct food service only at the approved sites listed in Schedule A. The references herein to Schedule A shall be deemed to include such Schedule A's as may be supplemented and amended.
16. Maintain children on site during meal service and serve meals in a planned and organized manner conducive to good eating and dietary habits.
17. Serve meals in accordance with meal time intervals specified in the regulations, 7 CFR 225, and the approved meal service times listed on the Site Information Sheets.
18. Retain final financial and administrative responsibility for the Program.
19. If applicable, certify that its administrative personnel have attended a state sponsored training session.
20. Hold a training session for its administrative personnel and site personnel with regard to program duties and responsibilities at the time(s) and place(s) specified in the Sponsor Management Plan, and allow no site to operate until its personnel have attended such training. Provide documentation of all training sessions to

the state agency.

21. Provide adequate supervisory and operational personnel for overall monitoring and management of each food service operation, including adequate personnel to visit all food service sites at least once in the first week of operation and to promptly take such actions as are necessary to correct deficiencies found at the time of the initial visit. Documentation of such visits shall be maintained on file.
22. Provide adequate supervisory personnel to review food service operations at every site at least once during the first four weeks of program operation and thereafter to maintain a reasonable level of site monitoring.
23. Utilize the sponsor monitor form provided by the Agency and maintain it on file at the address listed on this Agreement.
24. Maintain a financial management system using Agency record keeping forms. This responsibility shall not be delegated to a food service management company.
25. Prepare and submit claims for reimbursement supplied by the Agency by the 10<sup>th</sup> of the month following the month of operation for which the claim is submitted. The Agency is prohibited by law from paying any claim submitted later than sixty (60) days following the end of the month for which meals are being claimed. Sponsors contracting with more than one food service company must submit a separate monthly claim for each company. The preparation and submission of reimbursement claims shall not be delegated to a food service management company.
26. Not claim any site as self-preparation or rural for the extra administrative monies unless such sites conform to said definitions listed herein.
27. Accept payment(s) in the form of multiple party checks whenever the Agency deems such checks to be necessary.
28. Record interest earned on advance payments as Program income.
29. A. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and/or the New Jersey OMB Circular 15-08 require the submission of a program specific or single audit if Sponsor expends \$750,000.00 or more in Federal, Federal and state, or state funds for its fiscal year to the cognizant agency (the agency that provides Sponsor with the most funding for Sponsor's fiscal year).  
  
If Sponsor expends less than \$750,000.00 in Federal funding and less than \$750,000.00 in state funding during its fiscal year, but the combined total Federal and state funding expended is greater than \$100,000.00, then a Yellow Book Financial Statement or a program specific audit must be submitted to the cognizant agency.  
  
If Sponsor expends less than \$100,000.00, no audit is required.
- B. Examinations in the form of audits or internal audits shall be conducted by qualified individuals who are sufficiently independent of those who authorize the expenditure of Agreement funds to produce unbiased opinions, conclusions, or

judgments. These audit examinations are intended to ascertain the effectiveness of the financial management system and internal procedures that have been established to meet the terms and conditions of this Agreement and that the accounts and financial statements fairly present the results of Sponsor's operations.

- C. Audit examinations shall be made in accordance with generally accepted auditing standards including the standards published by the General Accounting Office, Standards for Audit of Governmental Organizations, Programs, Activities and Functions.
- D. Audits shall be conducted on the basis of Sponsor's fiscal year. In entering into this Agreement, Sponsor agrees to, and will allow, such audits to be performed on an organization-wide basis to test the fiscal integrity of financial transactions, as well as compliance with the terms and conditions of this Agreement.

Federal funds cannot be used to pay for any required audit.

30. The Sponsor must either document in writing its intent to obtain a USDA required audit for fiscal year 2017 and submit this letter of intent with its 2017 Application to Participate in the SFSP or the Sponsor must submit a letter stating that it is exempt from having an audit performed.

Letters of intent to obtain an audit should include the following information:

- a) A statement that the organization will comply with audit requirements in accordance with 2 CFR Part 200, New Jersey OMB Circular No. 15-08;
  - b) The name and title of the individual within the organization who is responsible for coordinating the completion of the organization-wide audit that will include all 2017 SFSP funding;
  - c) The name of the parent organization under whose auspices the organization-wide audit will be completed;
  - d) The beginning and end dates of the organization's fiscal year and the specific fiscal year(s) that will include the 2017 SFSP records;
  - e) The anticipated completion date of the audit;
  - f) A statement that a copy of the completed CPA audit report will be forwarded to the Agency within thirty (30) days of the anticipated completion date (Note: such date shall not be later than the due date of the audit, which is generally nine (9) months after the last day of the fiscal year); and
  - g) A statement that the organization will maintain the audit records for the required three (3) year period.
31. Submit an annual budget for administrative costs that must be approved by the Agency.
32. Submit an annual application to participate in the Program accompanied by Site Information Sheets for each site at which a food service operation will be proposed.
33. Adhere to the administrative and food service budgets as approved in the Sponsor Management Plan.

34. Use the contract form required and provided by the Agency when contracting with a food service management company. Additions, deletions, or changes may be made only with the prior written consent of the Agency. Sponsor must abide by all Federal, state and local procurement regulations.
35. Submit a signed copy of the Summer Food Service Program ("SFSP") food service management company contract to the Agency with the application documents no later than April 15<sup>th</sup> of each year. The SFSP food service management company contract shall become an attachment to the Application.
36. When contracting with a school for the entire meal, the Agreement to Provide Food Services for the Summer Food Service Program provided by the Agency will be utilized. A signed copy of the Agreement shall be submitted to the Agency as an attachment to the Application.
37. Make payments to vendors in the total amount due for the preceding month for items covered in the contract. Such payments shall be made within ten (10) days of receipt of federal reimbursement payments from the Agency. Public entities are excluded from the requirement that the payments must be made within ten (10) days, but they must make the payments at the first opportunity pursuant to their established financial procedures.
38. Purchase, in as large a quantity as may be efficiently utilized in the program, the foods designated as plentiful by the Agency.
39. Refrain from transferring meals without adequate refrigeration and the written permission of the Agency.
40. Abide by all of the terms and conditions of the SFSP Permanent Agreement and all applicable Federal and state rules, regulations and policies.
41. Plan to serve and claim reimbursement for one meal per eligible child. The Sponsor acknowledges that it has no regulatory right to such reimbursement for second meals served to children if the Agency determines that the Sponsor has failed to plan and prepare or order meals with the objective of providing only one meal per child at each meal service.
42. Notify the Agency in writing of any changes in the following: person authorized to sign contracts, director, record keeper, person responsible for the food program, dates of operation, address and telephone number and/or site facility, within ten (10) days of the change.
43. If applicable, Sponsor assures that it will use an application to determine the eligibility of children attending camps and the eligibility of sites that are not in the attendance area of a school in which at least 50 percent (50%) of the enrolled children have been determined eligible for free or reduced-price school meals under the National School Lunch Program and the School Breakfast Program. The application shall conform to the requirements specified in 7 CFR 225.15 (f). The application and any other description materials distributed, shall contain only the family size and income levels for reduced price eligibility with an explanation that households with incomes less than or equal to these values would be eligible for free meals. Such forms and descriptive materials may not contain the income standards for free meals.

44. Neither Sponsor, nor any person on its behalf, shall discriminate against or intimidate any employee engaged in the performance of work under this Agreement or any subcontract hereunder, on account of race, color, national origin, age, sex, religion, reprisal or disability. Further, in the hiring of persons for the performance of this Agreement or any subcontract hereunder, neither the Sponsor, nor any person acting on behalf of Sponsor, shall by reason of race, color, national origin, age, sex, religion, reprisal or disability discriminate against any person who is qualified and available to perform the work to which the employment relates.

J. A site determined to be in violation of the meal time requirements shall be limited immediately to one meal type per day. If more than ten percent (10%) of Sponsor's sites are determined to be in violation of the meal time requirements, all of Sponsor's sites shall be limited immediately to one meal type per day.

K. The Agency will disallow meals for reimbursement and/or reduce the maximum number of meals approved for a site and/or close sites for any one or more of the following violations:

1. Unauthorized adults consuming meals.
2. Offsite consumption of meals.
3. Meals claimed for reimbursement in excess of the number of meals consumed by children.
4. Meals served which do not follow the day's menu cycle.
5. Any other violations of USDA regulations or Agency policies.

### III. Compliance with Existing Laws

In the operation of the Program, Sponsor shall comply with the requirements of the Program Agreement and with all applicable USDA program policies and regulations, including 7 CFR Part 225 and 2 CFR 200 and applicable state and local laws. Failure to comply with such laws, rules or regulations shall be grounds for termination of this agreement.

### IV. Indemnification

Sponsor shall be solely responsible for and shall keep, save, and hold the State of New Jersey and the Agency harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of Sponsor's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Sponsor's services which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Sponsor's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Sponsor. The Sponsor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.



**V. Assignability**

Sponsor shall not subcontract any of the work or services covered by this Agreement, nor shall any interest be assigned or transferred without the express written approval of the Agency.

**VI. Availability of Funds**

The Parties hereto recognize and agree that continuation of funding under this Agreement is expressly dependent upon the availability to the Agency of funds appropriated by the State Legislature from state or federal revenue or such other funding sources as may be applicable. The Agency shall not be held liable for any breach of this Agreement because of the absence of available funding appropriations.

**VII. Procurement Standards**

All procurement of food, supplies, goods, and other services must comply with the cost principles in 2 CFR 400, the procurement standards prescribed in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal

Awards located at 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; the Uniform, Administrative Requirements, Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations located at 2 CFR 215, and all applicable regulations found in 7 CFR Part 225.

Adherence to the standards contained in the applicable Federal and state laws and regulations does not relieve the Sponsor of the contractual responsibilities arising under its procurement. The Sponsor is the responsible authority, without recourse to the Agency regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into, in support of a contract.

**VIII. Property Management Standards**

Property furnished by the Agency or acquired in whole or in part with Federal or Agency funds or whose cost was charged to a project supported by Federal or Agency funds shall be utilized and disposed of in a manner generally consistent with the 2 CFR 200.

**IX. Method of Payment**

- A. At the Agency's discretion, an advance payment may be made to the Sponsor. Such advance shall not exceed the dollar limits established.
- B. Payments shall be made by the Agency on a monthly basis. These payments shall be reimbursement issued upon receipt of the required financial and narrative reports.

**X. Financial Management System**

- A. The financial officer, designated by the Sponsor, shall be responsible for maintaining an adequate financial management system. The financial officer will notify the Agency when the Sponsor cannot comply with the requirements established herein.
- B. Sponsor's financial management system shall provide for:

1. Accurate, current and complete disclosure of the financial results of each program.
  2. Effective internal and accounting controls over all funds, property and other assets. Sponsor shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
  3. Accounting records that are supported by source documentation.
  4. Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of the 2.CFR 200.
- C. If the Agency determines that the Sponsor's accounting system does not meet the standards described in paragraph B above, additional information to monitor the Agreement may be required by the Agency upon written notice to the Sponsor until such time as the system meets with Agency approval.

#### **XI. Monitoring of Program Performance**

- A. Sponsor shall constantly monitor the performance under this Agreement to assure that performance goals are being achieved as applicable and as defined.
- B. The Agency shall, at its discretion, make site visits to:
1. Review program accomplishments and management control systems.
  2. Provide such technical assistance as may be required.

#### **XII. Budget Revision and Modification**

- A. Sponsors shall request, in writing, approval from the Agency when there is reason to believe a revision or modification of the approved budget will be necessary. Budget category variances in excess of five thousand dollars (\$5,000) or 10 percent of the total contract, whichever is lower, shall require written approval from the Agency.

#### **XIII. Records**

- A. The Sponsor shall maintain such records as it will need to support its claim for reimbursement and shall make such records available to the Agency upon request.
- B. The Sponsor shall grant the New Jersey Department of Agriculture, the United States Department of Agriculture, the Inspectors General, the Comptroller General of the United States and its State counterparts, or any of their duly authorized representatives, access to any books, documents, papers and other records of the Sponsor which are directly pertinent to this agreement, for the purpose of making audit, examination, excerpts and transcripts; and shall provide timely and reasonable access to Sponsor personnel for the purpose of interview and discussion related to such documents.
- C. The Sponsor shall retain all records required or necessary under this agreement for a period of three years from the date of final payment hereunder; except that in the event of litigation, claims, or audit findings, the records must be retained until all litigation, claims and audit findings involving the records have

been resolved and final action taken. The Sponsor will adhere to all additional exceptions, if applicable, as required by State and Federal law.

D. The Sponsor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

E. The Agency may request transfer of certain records to its custody from the Sponsor when it determines that the records possess long-term retention value and will make arrangements with the Sponsor to retain any records that are continuously needed for joint use.

#### **XIV. Subcontracts**

No contractor may subcontract any portion of services under this Agreement.

#### **XV. Termination**

This Agreement may be terminated upon ten (10) days written notice sent by certified mail, return receipt requested, on the part of either party. The Agency may terminate this Agreement for any one or more of the following documented reasons but shall not be limited to these reasons:

1. Violations of State or Federal procurement regulations and procedures.
2. Submission of a claim for reimbursement with insufficient documentation to support said claim.
3. Unauthorized changes in the required SFSP food service management company contract.
4. Submission of inaccurate or incomplete information on the Sponsor Management Plan.
5. Submission of inaccurate or incomplete information on the Site Information Sheets.

No termination of the Agreement shall effect the obligation of the Sponsor to maintain and retain records and to make such records available for audit for a period of three (3) years after the end of the agreement year to which they pertain, except in the event of an unresolved audit, in which case, records shall be maintained until the audit is resolved.

**XVI.** The terms of this Agreement shall not be modified or changed in any way other than by mutual consent in writing of both Parties hereto.

**CERTIFICATION STATEMENTS** - As part of this Agreement, institutions must certify the following:

***The person whose signature appears below is authorized to sign this assurance on behalf of the agency.***

**I CERTIFY THAT:**

-All of the information provided in connection with this Agreement, and all Attachments, is true and correct to the best of my knowledge.

-I understand that this information is being given in connection with the receipt of Federal funds and that deliberate misrepresentation may subject me to prosecution under applicable State and Federal criminal statutes.

-The Summer Food Service Program must be made available to all children regardless of sex, age, race, color, disability or national origin.

- It is the sponsor's responsibility to notify the Agency of all Program changes in writing. Any changes to the operation of the Program must be in accordance with Program requirements and regulations and reported to the Agency for approval prior to implementing the change in the Program.

- The Agency will accept final administrative and financial responsibility for total Summer Food Service Program operations at all facilities under our sponsorship, and reimbursement will only be claimed for meals served to enrolled participants at the approved food service facilities.

LEGAL NAME OF SPONSOR: City of Jersey City Dept Rec AGREEMENT # 09-0021

<b>PERSON AUTHORIZED TO SIGN CONTRACTUAL AGREEMENTS:</b>	
<u>ROBERT J. KAKOLESKI</u> (PRINT NAME & TITLE) ADMINISTRATOR CITY OF JERSEY CITY	<u>[Signature]</u> (SIGNATURE)
<u>6/1/17</u> (DATE)	

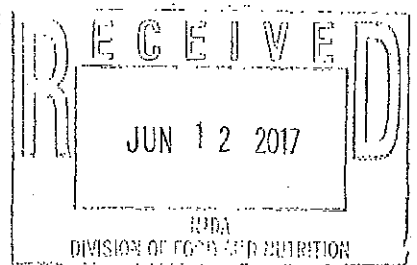
[Signature]  
**Traci Butler Proctor**  
Coordinator, N.J. Summer Food Service Program

[Signature]  
**Rosé Tricarico**  
Director, Division of Food and Nutrition

Date: 6/15/17

Date: 6/15/17

<b>FOR OFFICE USE ONLY</b>	
<b>EFFECTIVE</b>	<b>DATE OF THIS AGREEMENT:</b>
<u>6/15/17</u>	



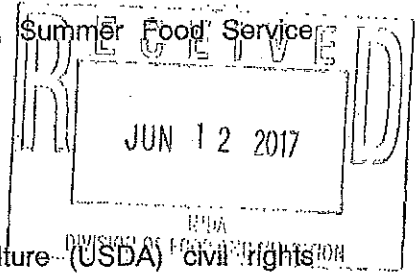
**SUMMER FOOD SERVICE PROGRAM**

**POLICY STATEMENT**

<b>Sponsor Organization Name:</b> <i>City of Jersey City - Dept of Recreation</i>	<b>Agreement Number:</b> <i>09-0021</i>
--	--

[Sponsor Organization Name] *City of Jersey City - Dept. of Recreation* agrees to participate in the New Jersey Department of Agriculture, Summer Food Service Program (SFSP or Program) and accepts responsibility for providing Program benefits to eligible children in the Program.

The Sponsor assures the New Jersey Department of Agriculture, Summer Food Service Program that:




1. All children are served the same meal.
2. There is no discrimination in the course of the food service.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, or reprisal or retaliation for prior civil rights activity.

3. Except for camps, the meals served are free at all sites.

All applicants that are camps that charge separately for meals also ensure the following:

1. The income eligibility standards conform to the U.S. Secretary of Agriculture's family size and income standards for reduced price school meals.
2. The method or methods used in accepting applications from families for Program meals ensure that households are permitted to apply on behalf of children who are members of households receiving food stamp, FDPIR, or TANF benefits using the categorical eligibility procedures described in 7 CFR §225.15(f).
3. The method used by camps for collecting payments from children who pay the full price of the meal prevents the overt identification of children receiving a free meal.
4. The camp will establish a hearing procedure for families wishing to appeal a denial of an application for free meals. Such hearing procedures shall meet the requirements set forth in 7 CFR §225.15(c)(5);
5. If a family requests a hearing, the child shall continue to receive free meals until a decision is rendered.
6. There will be no overt identification of free meal recipients and no discrimination against any child on the basis of race, color, national origin, sex, age, or disability.

 Signature of Authorized Representative	<i>Alita Carter</i> Print/Type Name of Authorized Representative
<i>5/25/17</i> Date of Signature	<i>Program Coordinator</i> Title of Authorized Representative

Revised 5/2017

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

City Clerk File No. Res. 18-307

Agenda No. 10.P

Approved: MAR 28 2018

TITLE:



**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 2018**

COUNCIL offered and moved adoption  
of the following resolution:

**WHEREAS**, the New Jersey Department of Community Affairs (DCA) has been designated as the State Agency to administer and supervise the federal Community Services Block Grant; and

**WHEREAS**, the New Jersey Department of Community Affairs intends to award the City of Jersey City approximately \$933,576.00 for the Community Services Block Grant Program; and

**WHEREAS**, the City of Jersey City through its Division of Community Development, desires to accept Grant Agreement No. 2018-05235-0414 from the State of New Jersey, Department of Community Affairs; and

**WHEREAS**, the New Jersey Department of Community Affairs has issued an initial allocation of \$233,394.00 for the operation of the Community Services Block Grant Program; and

**WHEREAS**, this allocation represents a portion of the anticipated grant award of approximately \$933,576.00; and

**WHEREAS**, the City of Jersey City recognizes and accepts that the Department may offer a lesser or greater amount upon receipt of the Grant Agreement from DCA; and

**WHEREAS**, this Grant Agreement will be effective from the period of January 1, 2018 through December 31, 2018; and

**WHEREAS**, no local cash match is required by the City of Jersey City under this agreement; and

**WHEREAS**, the Division of Community Development recommends the acceptance of this Grant Agreement as being in the best interest of the City of Jersey City.

City Clerk File No. Res. 18-307

Agenda No. 10.P

TITLE: **MAR 28 2018**

**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 2018**

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

1. The City of Jersey City is hereby authorized to accept and execute Grant Agreement No. 2018-05235-0414 with the New Jersey Department of Community Affairs for the purpose of accepting funds under the federal Community Services Block Grant.
2. Be it further resolved, that the Mayor or Business Administrator is authorized to sign the Community Services Block Grant Agreement and any other documents necessary in connection therewith.
3. The City of Jersey City hereby accepts the funds in the amount of \$233,394.00 from the New Jersey Department of Community Affairs for the 2018 Community Services Block Grant; and
4. The Office of Management and Budget is hereby authorized to establish the proper account for these funds.

APPROVED: *[Signature]* ✓  
 APPROVED: *[Signature]*  
 Business Administrator

APPROVED AS TO LEGAL FORM *R.B. 3-17-18*  
*[Signature]* *2st. Sec.*  
 Corporation Counsel

Certification Required   
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
											3-28-18
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY		ABSENT		YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*[Signature]*  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE 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 2018**

**Project Manager**

Department/Division	Housing, Economic Development & Commerce (HEDC)	Division of Community Development
Name/Title	Kiyada Pittman	Senior Program Analyst
Phone/email	201-547-5468	kpittman@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 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 - \$233,394 (initial allocation).  
Expected total allocation of \$933,576.

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

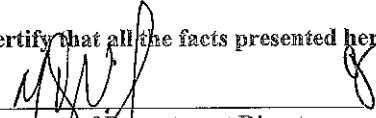
Grant Term is from January 1, 2018 –  
December 31, 2018

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3-19-18  
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 OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AUTHORIZING SUBMISSION OF THE FY2018 COMMUNITY SERVICES BLOCK GRANT  
(CSBG) APPLICATION TO THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**

**Project Manager**

Department/Division	Housing, Economic Development & Commerce (HEDC)	Division of Community Development
Name/Title	Kiyada Pittman	Program Supervisor
Phone/email	201-547-5468	kpittman@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 - \$233,394 (initial allocation).  
Expected total allocation of \$925,281.

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

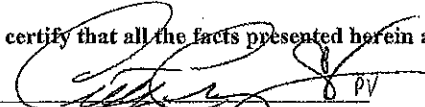
Grant Term is from January 1, 2018 -  
December 31, 2018

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

10/16/17  
Date

# Memorandum



**To:** Council President Rolando Lavarro and City Council

**From:** Carmen Gandulla, Director - DCD

**Date:** March 19, 2018

**Re:** 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 (CSBG) for FY 2018

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On March 16, 2018, the Department of Community Affairs (DCA) released funds in the amount of \$233,394 as an initial allocation of funds for the 2018 Community Services Block Grant (CSBG). This amount represents a portion of the total anticipated grant award of \$933,576.

The attached resolution is for the purpose of the City of Jersey City to agree and accept these funds as the first allocation of the total funding level listed above and any allocation thereafter. Acceptance of these funds will allow the City to enter into contract with DCA for the operation of programs administered under the Community Services Block Grant FY 2018.

The CSBG Grant cycle began January 1, 2018 and will close on December 31, 2018. It is in the best interest of the City to accept these funds by March 30, 2018 not to delay receipt of funding from the Department of Community Affairs to the City of Jersey City.

Should you have any questions or concerns regarding the contents of this memorandum, please contact me at extension 5304. Thank you.

[Return to Application Menu](#)

[VIEW SENT EMAIL](#)

[Application Contacts](#) | [Email Grant Contacts](#) | [Grant Contact Email History](#)

[Sent Email](#)

**Application** 2018-05235-0414  
**Email To** ewahler@jcnj.org  
**Email CC'ed** Albert.Rivera@dca.state.nj.us  
**Email From** sageadmin@dca.state.nj.us  
**Subject** Agency Award Single  
**Message**



**State of New Jersey**  
DEPARTMENT OF COMMUNITY AFFAIRS  
101 SOUTH BROAD STREET  
PO BOX 806  
TRENTON, NJ 08625-0806

**PHILIP D. MURPHY**  
*Governor*

**LT. GOVERNOR SHEILA Y. OLIVER**  
*Commissioner*

March 16, 2018

[Via Email: ewahler@jcnj.org]  
The Honorable Steven Fulop  
Mayor, Jersey City  
280 Grove Street  
Jersey City, NJ 07302-3610

Dear Mayor Fulop:

On behalf of governor Phillip D. Murphy and the New Jersey Department of Community Affairs, I am pleased to inform you that Jersey City will receive a Community Services Block Grant - Non-Discretionary grant of \$233,394. This award will provide funds for health, education, employment, housing and other services benefitting the low-income population of Jersey City.

Provision of such financial assistance is subject to appropriate execution of a grant/loan agreement with the Department and compliance by Jersey City with the terms, conditions and requirements set forth therein. Expenditures incurred prior to receipt of the executed grant agreement are incurred solely at the risk of the grant recipient should funding not be available to support this award. If you have any questions regarding this funding, please do not hesitate to contact the Department of Community Affairs' Division of Housing and Community Resources at (609) 633-6265.

I would like to extend my best wishes for this most worthwhile project and its successful completion.

Sincerely,

Sheila Y. Oliver  
LT. Governor

**Date Initiated** 3/16/2018 1:54:54 PM  
**Date Sent** 3/16/2018 1:57:01 PM

CSBG ND FY18	Estimated FY18 Allocation	Proportionality	First Allocation	Second Allocation	Third Allocation	
Affordable Housing Alliance	873,534.76	0.0498	218,383.69		96,626.35	
Bayonne Economic Opportunity Foundation	165,779.39	0.0094	41,444.85		18,337.74	
Burlington County Community Action Program	485,456.61	0.0277	121,364.15		53,698.95	
Camden County Council on Economic Opportunity	1,277,042.90	0.0728	319,260.73		141,260.54	
Essex County	1,024,181.26	0.0584		256,045.00	113,290.16	
Gateway Community Action Program	1,017,330.56	0.0580	254,332.64		112,532.37	
Greater Bergen County Community Action Partnership	1,091,481.79	0.0622	272,870.45		120,734.63	
HOPES	194,041.73	0.0111	48,510.43		21,463.99	
Jersey City	933,576.04	0.0532		233,394.00	103,267.83	336,661.83
Jewish Renaissance Foundation	570,322.14	0.0325	142,580.54		63,086.38	
Mercer County	276,667.20	0.0158		69,167.00	30,603.64	
North Hudson Community Action Corporation	915,215.18	0.0522	228,803.79		101,236.84	
NORWESCAP	779,580.58	0.0444	194,895.15		86,233.57	
OCEAN	1,786,440.00	0.1023	446,610.00		198,492.03	
Passaic County	311,801.00	0.0173		301,106.00	33,605.60	
Paterson Task Force for Community Action Now	746,194.01	0.0425	186,548.50		82,540.50	
Plainfield Action Services	209,141.71	0.0119		52,284.93	23,134.28	
PRAB	581,284.76	0.0331	145,321.19		64,299.01	
Somerset County Action Program	273,992.07	0.0156	68,498.02		30,307.73	
Union County	877,689.11	0.0500		219,422.28	97,085.88	
United Community Corporation	1,872,900.26	0.1067	468,225.06		207,171.49	
United Passaic Organization	357,178.88	0.0204	89,294.72		39,509.46	
United Progress	599,351.68	0.0342	149,837.92		66,297.49	
	-	-	-			
CSBG Limited Purpose Agencies	-	-	-			
Comite de Apoyo a los Trabajadores Agrícolas (CATA)	88,859.65	0.0051	22,214.91		9,829.24	
New Jersey Association on Correction	239,221.78	0.0136	59,805.44		26,461.60	
		<b>1.0000</b>				<b>Total Allocations to Date</b>
<b>Est. Total FY18 Allocation to Non-Discretionary Grantees</b>	<b>17,548,265.05</b>		<b>3,260,418.49</b>	<b>1,131,419.21</b>	<b>1,941,107.30</b>	<b>6,332,945.00</b>

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

City Clerk File No. Res. 17-831  
Agenda No. 10.P  
Approved: OCT 25 2017  
TITLE:



## RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING SUBMISSION OF THE FY2018 COMMUNITY SERVICES BLOCK GRANT (CSBG) APPLICATION TO THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

COUNCIL  
of the following resolution:

offered and moved adoption

**WHEREAS**, the City of Jersey City, Division of Community Development desires to apply for and obtain a grant from the New Jersey Department of Community Affairs (DCA) for approximately \$233,394.00 to carry out a project for the federal Community Services Block Grant; and

**WHEREAS**, the Department of Community Affairs intends to award the City of Jersey City approximately \$233,394.00 for the Community Services Block Grant Program; and

**WHEREAS**, the Community Services Block Grant will operate from the period of January 1, 2018 through December 31, 2018; and

**WHEREAS**, the City of Jersey City has developed a Community Services Block Grant application consistent with the City's needs and federal regulations; and

**WHEREAS**, the City of Jersey City's application details projects recommended to receive funding for FY2018 as identified on the attached page; and

**WHEREAS**, the City of Jersey City has complied with all program requirements and will continue to administer the Community Services Block Grant Program in compliance with such requirements.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the Mayor and/or Business Administrator are hereby authorized to submit a proposal application to the New Jersey Department of Community Affairs for FY2018 Community Services Block Grant funding.

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING SUBMISSION OF THE FY2018 COMMUNITY SERVICES BLOCK GRANT (CSBG) APPLICATION TO THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**

Be it further RESOLVED,


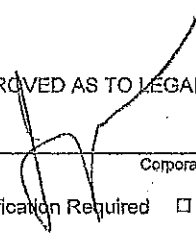
1) that the City of Jersey City, Division of Community Development does hereby authorize the application for such a grant; and,

2) recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the City of Jersey City, Division of Community Development and the New Jersey Department of Community Affairs.

Continuation of Resolution \_\_\_\_\_  
 City Clerk File No. Res. 17-831  
 Agenda No. 10.P  
 TITLE: OCT 25 2017

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY  
 CITY AUTHORIZING SUBMISSION OF THE FY2018 COMMUNITY  
 SERVICES BLOCK GRANT (CSBG) APPLICATION TO THE NEW  
 JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**

AGENCY	INITIAL FUNDING	FUNDING LEVEL
Administration	32,000	124,454
Educational Arts Team	15,000	60,000
Grace Van Vorst Community Services	4,400	17,546
Hopes Community Action Partnership	2,570	10,000
Hudson Community Enterprises	5,000	20,000
Jersey City Department of Health & Human Services	50,000	200,000
Jersey City Employment & Training Commission	28,000	112,281
Jersey City Free Public Library (TASC)	5,224	21,000
Jersey City Free Public Library (Succeeding at Work & Life)	13,000	52,000
Let's Celebrate (Food Security Network)	13,000	50,000
New City Kids, Inc.	14,000	55,000
PACO	7,500	30,000
Salvation Army (After School Program)	16,000	65,000
Salvation Army (Basic Needs)	10,000	38,000
Starting Points, Inc. (PACE Project)	5,000	20,000
Suits For Success	2,700	10,000
The Sharing Place, Inc.	5,000	20,000
WomenRising, Inc (Job Developer for Training Center)	5,000	20,000
<b>TOTAL</b>	<b>\$233,394</b>	<b>\$925,281</b>

APPROVED:  PV APPROVED AS TO LEGAL FORM  
 APPROVED:  CORPORATION COUNSEL  
 Business Administrator Corporation Counsel  
 Certification Required   
 Not Required

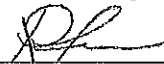
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
 Relando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

Projected FFY18 allocations are the same as FFY17.

Agency	Initial Allocation
Affordable Housing Alliance	218,383.69
Bayonne Economic Opportunity Foundation	41,444.85
Burlington County Community Action Program, Inc.	121,364.15
Camden County Council on Economic Opportunity, Inc.	319,260.73
Essex County	256,045.32
Gateway	254,332.64
Greater Bergen County Community Action Partnership	272,870.45
HOPES	48,510.43
Jersey City	233,394.01
Jewish Renaissance Foundation	142,580.54
Mercer County	69,166.80
North Hudson Community Action Corporation, Inc.	228,803.79
NORWESCAP, Inc.	194,895.15
Ocean Community for Economic Action Now, Inc.	446,610.00
Passaic County	77,950.00
Paterson Task Force for Community Action Now, Inc.	186,548.50
Plainfield Action Services	52,285.43
PRAB	145,321.19
Somerset County Action Program, Inc.	68,498.02
Union County	219,422.28
United Community Corporation, Inc.	468,225.06
United Passaic Organization	89,294.72
United Progress, Inc.	149,837.92
<b>CSBG Limited Purpose Agencies</b>	
Comite de Apoyo a los Trabajadores Agricolas (CATA)	22,214.91
New Jersey Association on Correction, Inc.	59,805.44



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

City Clerk File No. Res. 18-308

Agenda No. 10.0

Approved: MAR 28 2018

TITLE:



## **RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACT WITH 78 MLK, LLC. – 78 MLK DRIVE**

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

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

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

**WHEREAS**, 78 MLK, LLC. – 78 MLK Dr. proposes the acquisition and new construction of a vacant lot for the creation of a mixed use project with commercial space on the ground floor and three (3) family sized affordable housing homeownership condominiums for households at approximately 65-80% AMI; and

**WHEREAS**, the 78 MLK, LLC project will be located at 78 MLK Drive, Jersey City, New Jersey 07302; Block 25601 Lot 1; and

**WHEREAS**, the total project cost is approximately \$1,560,000. Proposed financing will consist of the following identified sources: Affordable Housing Trust Funds – \$59,173; Jersey City HOME – \$355,827; Jersey City CDBG – \$160,000, Sale Proceeds – \$985,000; and

**WHEREAS**, the Affordable Housing Trust Fund Review Committee has approved this request for funding and City Council recommended the project through Resolution 17-735 to receive \$59,173 in Jersey City Affordable Housing Trust Funds.

City Clerk File No. Res. 18-308

Agenda No. 10.Q

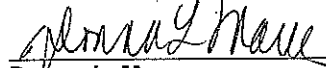
TITLE: **MAR 28 2018**

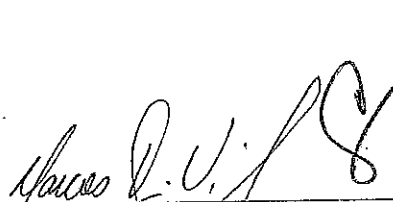
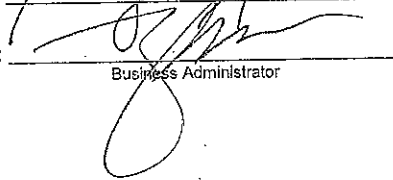
**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACT  
WITH 78 MLK, LLC. - 78 MLK DRIVE**

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

- 1) The Mayor and / or Business Administrator is hereby authorized to enter into an Affordable Housing Trust Fund (AHTF) Contract, in substantially the form attached hereto, with 78 MLK, LLC. for the new construction of three (3) family-sized affordable housing homeownership units.
- 2) Subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements and such other documents deemed necessary to secure loans under the Affordable Housing Trust Fund (AHTF). The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development (DCD) and shall be in accordance with all laws, rules and regulations applicable to the program.

I, Donna L. Mauer, hereby certify that sufficient funds in the amount of \$59,173 are available in the AHTF Account No. 17-293-56-000-025 (PO# 128525).

  
 Donna L. Mauer  
 Chief Financial Officer

APPROVED:   
 APPROVED:   
 Business Administrator

APPROVED AS TO LEGAL FORM  
  
 Corporation Counsel

Certification Required   
 Not Required

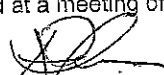
APPROVED **8-0**

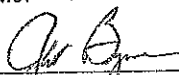
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3.28.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, Jr., City Clerk

R.R.  
3/28/18

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACT WITH  
78 MLK, LLC. – 78 MLK DRIVE**

**Initiator:**

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

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

**Resolution Purpose**

City Council approval to authorize the Division of Community Development to enter into a Contract Agreement with 78 MLK, LLC. in the amount of \$59,173 in Affordable Housing Trust Funds for the new construction of 3 affordable housing condominium units at 78 MLK Drive.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

\_\_\_\_\_  
Date

# Memorandum

**To:** City Council Members  
**From:** Golda Speyer, Affordable Housing Project Manager  
**Date:** March 1, 2018  
**Resubmitted March 19, 2018 due to Resolution being moved to 3/28/18 Council Meeting as per Councilwoman Ridley's Request**  
**Re:** 78 MLK Dr. Affordable Housing Condos Resolution

This memorandum details the scope of project known as the 78 MLK Affordable Housing Condos.

The project involves the acquisition and new constructions of a vacant lot for the creation of three family-sized homeownership affordable units (two 3BR and one 4BR). The project will reduce blight and bring new quality affordable housing opportunities. The partnership that makes up 78 MLK LLC will build a 4-story mix-use project with commercial space on the ground floor and 3 residential units for families of four or more. Units will be affordable to earners with 65% to 80% of AMI in Jersey City, NJ.

Total development costs and permanent financing for the project is \$1,560,000. The project involves large family-size units of 3-4 bedrooms and 2.5 bathrooms. The project is also designed to provide a new contextual, architecturally attractive, project at a Greenville location. The project is designed to achieve Energy Star Tier 3.1 or higher certification, and will generally adhere to green building Best Practices within budgetary limits.

The following tables make up the project's sources of funds:

<b>Construction Source</b>	<b>Amount</b>
NJCC Private Loan	\$ 900,000.00
Developer Equity	\$ 85,000.00
JC HOME	\$ 355,827.00
JC CDBG	\$ 160,000.00
JC AHTF	\$ 59,173.00
<i>Total Source of Funds:</i>	<i>\$ 1,550,000</i>
<b>Permanent Source</b>	<b>Amount</b>
Sale Proceeds	\$ 985,000.00 (includes commercial component)
JC HOME	\$ 355,827.00
JC CDBG	\$ 160,000.00
JC AHTF	\$ 59,173.00
<i>Total Source of Funds:</i>	<i>\$ 1,550,000</i>

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

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

PRELIMINARY STATEMENT AND DEFINITIONS

This Agreement (hereinafter referred to as the "Agreement"), made on the \_\_\_\_\_, day of \_\_\_\_\_ 2018 by and between the **CITY OF JERSEY CITY**, a Municipal corporation of the State of New Jersey, 280 Grove Street, Jersey City, N.J. 07302, (hereinafter referred to as "Jersey City" or "City") and **78 MLK, LLC**, a **non-profit entity** organized and existing under the Laws of the State of New Jersey, having its principal place of business at **853 Summit Avenue, Jersey City, NJ 07307** (hereinafter referred to as "Developer"); and

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

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

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

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

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

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

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

WHEREAS, the **78 MLK, LLC** is the developer of **78 MLK Affordable Homeownership Project** with **3 units** earmarked for affordable low/moderate income ownership housing at **78 Martin Luther King Drive, Jersey City, NJ 07305; Block 25601 Lot 1; Ward F**; and

WHEREAS, the City on March 28, 2018, by resolution number **18.XXX** authorized the execution of Affordable Housing Trust Fund (AHTF) Contract with **78 MLK, LLC** for **78 MLK Affordable Homeownership Project** (the "Resolution"); and

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

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

**DEFINITIONS:**

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

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

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

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

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

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

**DEVELOPER:** The entity that develops a project that provides housing units within Jersey City which fulfill the conditions of this contract.

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

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

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

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

**HOUSEHOLD:** The person or persons occupying a housing unit.

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

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

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

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

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

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

**PROJECT:** An undertaking to create one or more affordable housing units within Jersey City, or more particularly, the new construction of **3 units** earmarked for affordable low/moderate income **homeownership** units as more particularly described in the Resolution.

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

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

**Section 1. Project Description**

**78 MLK, LLC.** will utilize **fifty-nine-thousand-one-hundred-seventy-three (\$59,173)** in

Affordable Housing Trust Funds for the new construction of **three (3)** units of low/moderate income **homeownership** housing units as described in Attachment "A".

**PROJECT NAME: 78 MLK Affordable Homeownership Project**

**ADDRESS: 78 Martin Luther King Drive**

**Block 25601 Lot 1**

**Section 2. Eligible Population**

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

**Section 3. Periodic Inspection**

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

**Section 4. Time of Performance**

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

**Section 5. Consideration and Terms**

Pursuant to the terms and provisions of this contract, for expenses as detailed in Attachment "A," the City agrees to provide funding in the amount of **\$59,173**. In consideration of the receipt of Affordable Housing Trust Funds (hereinafter referred to as "funds") to be given to the Developer, the Developer agrees to be bound by the agreements contained herein, the Affordable Housing Development Agreement, Mortgage, and Mortgage Note, if applicable.

**Section 6. Amount of Funds**

The amount of funds provided by the City to the Developer toward the rehabilitation and preservation at **78 Martin Luther King Drive** will be **fifty-nine-thousand-one-hundred-seventy-three (\$59,173)**. This amount shall be given upon proof of pre-development/pre-construction and construction progress. Funds may not be requested until they are needed for payment of eligible costs. All requests for funds must be supported with the back-up documentation, determined appropriate by the Division of Community Development (DCD).

**Section 7. Payment**

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

1. Voucher in a format supplied by DCD together with an Application and certificate for payment, AIA Document G702 and continuation sheet, AIA Document G703.
2. Detailed bills for all marketing, legal, or related soft costs associated with this project.
3. Certification from licensed architect that costs incurred to date as shown on the accompanying progress payment voucher are valid and that work performed has been



completed in accordance with the project construction plans and specifications and all applicable building and construction codes.

**Section 8. Repayment**

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

**Section 9. Completion of Project**

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

**Section 10. Liability**

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

**Section 11. Restriction on Occupancy**

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

**Section 12. Affordability Controls**

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

**Section 13. Compliance**

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

**Section 14. Approval**

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

**Section 15. Execution as Required**

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

**Section 16. Designation of Representative**

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

**Section 17. Notice of Demands**

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

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

78 MLK, LLC.  
853 Summit Avenue  
Jersey City, NJ 07307  
Attn: Cara Squared, LLC

**With a copy to:**  
78 MLK, LLC.  
853 Summit Avenue  
Jersey City, NJ 07307  
Attn: Eugene P. O'Connell

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

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

and

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

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

**Section 18. Remedies**

Exercise by either party of any one or more legal and or contractual remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or obligation of other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver-with

respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

**Section 19. Assignability**

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

**Section 20. Conflict of Interest**

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

**Section 21. Agency Representative not Individually Liable**

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

**Section 22. Governing Law**

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

**Section 23. Severability**

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

**Section 24. Binding Effect**

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

**Section 25. Titles of Articles and Sections**

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

**Section 26. Third Party Rights**

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

**Section 21. Entire Agreement**

This Agreement revokes all prior and contemporaneous oral or written proposals, oral or written agreements, understandings, communications, representations, conditions, warranties, covenants

and all other communications between the Parties relating to the subject matter of this Agreement. The subject matter of this Agreement may not be explained or supplemented by the circumstances of its negotiation, the course of dealing between the parties or usage of trade.

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

**Subgrantee:  
78 MLK, LLC.**

**CITY OF JERSEY CITY**

**By:** \_\_\_\_\_  
Signature

**By:** \_\_\_\_\_  
Signature

**Name:** \_\_\_\_\_

**Name: Carmen Gandulla**

**Title:** \_\_\_\_\_

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

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

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

**By:** \_\_\_\_\_  
**Name: Robert J. Kakoleski**  
**Title: Business Administrator**

**Attest:**  
**By:** \_\_\_\_\_  
**Name: Robert Byrne**  
**Title: City Clerk**

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

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

**ATTACHMENT "A"**  
**2017-18 AHTF PROPOSED BUDGET**  
**NEW CONSTRUCTION**

**Section 1: Acquisition and New Construction on a vacant lot of a four-story building with commercial space on the ground floor and 3 residential units for LMI households. Housing units will be structured as two 3BR units and one 4BR unit.**

**Total Number of Housing Units: 3**  
**Total Number of Very Low Income Units: 0**  
**Total Number of Moderate Income Units: 3**  
**Total Number of Market Rate Units: 0**

**Project Address: 78 Martin Luther King Drive**

**Section 2: PROJECT IMPLEMENTATION SCHEDULE**

<b>ACTIVITY</b>	<b>COMPLETION DATE</b>	
Site		
Contract/Closing	October	2017
Land Use Approval	February	2017
Construction Financing		
Firm Commitment	January	2017
Closing	March	2018
Plans		
Preliminary Drawings	July	2016
Construction Documents	January	2018
Construction Start	March	2018
Construction Complete	March	2019
All Units Sold	September	2019

**Section 3: PROJECT BUDGET**

**SEE NEXT PAGE FOR FULL PROJECT BUDGET**

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**SUBGRANTEE**

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**DIVISION OF COMMUNITY DEVELOPMENT**

**TOTAL DEVELOPMENT COSTS - 78 MLK**

Total Residential Square Footage	4,231
Total Commercial Square Footage	2,125
Total Residential Units	3
Total Gross Square Footage (per Site Plan)	7,094

**Construction Costs**

Type of Uses	Total Budgeted Cost (Residential)	Total Budgeted Cost (Commercial)	Cost/sq foot	Cost per unit (Residential)	% of Total Construction
1 Hard Costs: Construction	\$639,019.28	\$300,000.00	\$132.37	\$213,006.43	92.62%
2 Hard Costs: Contingency	\$56,000.00		\$7.89	\$18,666.67	5.52%
3 <b>Total Construction Costs</b>	<b>\$695,019.28</b>	<b>\$300,000.00</b>	<b>\$140.26</b>	<b>\$231,673.09</b>	<b>98.15%</b>

**Professional Services & Fees Related to Construction or Rehabilitation**

Type of Uses	Total Budgeted Cost (Residential)	Total Budgeted Cost (Commercial)	Cost/sq foot	Cost per unit (Residential)	% of Total Construction
4 Accounting Fees: Cost Certification Audit Fee	\$1,125.00	\$375.00	\$0.21	\$375.00	
5 Accounting Fees: General	\$1,125.00	\$375.00	\$0.21	\$375.00	
6 Architect's Design Fee	\$9,600.00	\$3,200.00	\$1.80	\$3,200.00	1.26%
7 Architect's Supervision Fee	\$4,500.00	\$1,500.00	\$0.85	\$1,500.00	0.59%
8 Real Estate Attorney	\$7,500.00	\$2,500.00	\$1.41	\$2,500.00	
9 Marketing/Advertising	\$20,000.00		\$2.82	\$6,666.67	
10 Surveys	\$1,875.00	\$625.00	\$0.35	\$625.00	
11 Soil Borings	\$2,250.00	\$750.00	\$0.42	\$750.00	
12 Appraisal	\$1,875.00	\$625.00	\$0.35	\$625.00	
13 Environmental Report	\$1,500.00	\$500.00	\$0.28	\$500.00	
14 Construction 3rd Party Reports/Inspection Fees	\$1,800.00	\$600.00	\$0.34	\$600.00	
15 Building Permit & MUA Fees	\$9,900.00	\$3,300.00	\$1.86	\$3,300.00	
16 <b>Total Fees</b>	<b>\$63,050.00</b>	<b>\$14,350.00</b>	<b>\$10.91</b>	<b>\$21,016.67</b>	

**Financing Fees & Transaction Costs**

Type of Uses	Total Budgeted Cost (Residential)	Total Budgeted Cost (Commercial)	Cost/sq foot	Cost per unit (Residential)	% of Total Construction
17 Builders' Risk Insurance	\$3,750.02	\$1,250.00	\$0.70	\$1,250.01	
18 Building Permit Fees & Local Fees	\$14,250.00	\$4,750.00	\$2.68	\$4,750.00	
19 Construction Loan: Financing Fee	\$3,375.00	\$1,125.00	\$0.63	\$1,125.00	
20 Construction Loan: Interest During Construction	\$18,750.00	\$6,250.00	\$3.52	\$6,250.00	
21 Construction Loan: Lender's Attorney Fee	\$2,250.00	\$750.00	\$0.42	\$750.00	
22 Construction Loan: Origination Fee	\$6,750.00	\$2,250.00	\$1.27	\$2,250.00	
23 Construction Period: Insurance	\$3,750.00	\$1,250.00	\$0.70	\$1,250.00	
24 Construction Period: Property Taxes	\$2,250.00	\$750.00	\$0.42	\$750.00	
25 Engineer	\$6,600.00	\$2,200.00	\$1.24	\$2,200.00	
26 Furniture, Fixtures, Equipment	\$1,500.00	\$500.00	\$0.28	\$500.00	
27 Legal: Owner Attorney/Borrower	\$2,000.00	\$1,000.00	\$0.42	\$666.67	
28 Permanent Loan: Lender's Attorney Fee	\$3,000.00	\$1,000.00	\$0.56	\$1,000.00	
29 Soft Costs: Contingency	\$6,975.00	\$2,325.00	\$1.31	\$2,325.00	
30 Title & Recording	\$7,500.00	\$2,500.00	\$1.41	\$2,500.00	
31 <b>Total Financing Fees and Charges</b>	<b>\$82,700.02</b>	<b>\$27,900.00</b>	<b>\$15.59</b>	<b>\$27,566.67</b>	

**Acquisition Costs**

Type of Uses	Total Budgeted Cost (Residential)	Total Budgeted Cost (Commercial)	Cost/sq foot	Cost per unit (Residential)	% of Total Construction
32 Acquisition Land	\$157,500.00	\$52,500.00	\$29.60	\$52,500.00	
33 <b>Total Acquisition Costs</b>	<b>\$157,500.00</b>	<b>\$52,500.00</b>	<b>\$29.60</b>	<b>\$52,500.00</b>	
34 <b>Total Development Costs (TDC)</b>	<b>\$998,269.30</b>	<b>\$394,750.00</b>	<b>\$196.37</b>	<b>\$332,756.43</b>	
		<b>\$1,393,019.30</b>	<b>\$196.37</b>	<b>\$464,339.77</b>	

**Developer's Fee**

Type of Uses	Total Budgeted Cost (Residential)	Total Budgeted Cost (Commercial)	Cost/sq foot	Cost per unit (Residential)	% of Total Construction
35 Fee on Non-Acquisition Costs (10%)	\$108,891.20	\$47,589.50	\$22.06	\$36,297.07	
36 Fee on Acquisition Costs (5%)	\$7,875.00	\$2,625.00	\$1.48	\$2,625.00	
37 <b>Total Developer's Fee</b>	<b>\$116,766.20</b>	<b>\$50,214.50</b>	<b>\$23.54</b>	<b>\$38,922.07</b>	
38 <b>Total Uses of Funds</b>	<b>\$1,115,035.50</b>	<b>\$444,964.50</b>	<b>\$219.90</b>	<b>\$371,678.50</b>	
		<b>\$1,560,000.00</b>			

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

City Clerk File No. Res. 18-309

Agenda No. 10.R

Approved: MAR 28 2018

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 JANUARY 1, 2017 THROUGH  
DECEMBER 31, 2017**

COUNCIL offered and moved adoption  
of the following resolution:

**WHEREAS**, on April 26, 2017 the Municipal Council adopted Resolution No. (17-370) authorizing the program contracts under the Community Services Block Grant (CSBG) for program year January 1, 2017 through December 31, 2017; and

**WHEREAS**, the New Jersey Department of Community Affairs (DCA) has awarded the City of Jersey City a Community Services Block Grant (No. 02-213-40-702) of \$925,281.00 for January 1, 2017 through December 31, 2017; and

**WHEREAS**, the City awarded funding to various organizations including Starting Points, Incorporated and Urban League of Hudson County; and

**WHEREAS**, the Division of Community Development is desirous of amending program contracts to reallocate the unexpended balance for projects listed below; and

Agency	Program	Canceled Balance
Starting Points, Inc.	Project Handshake II	\$28,262.73
Urban League of Hudson County	Coding Classes	\$ 4,678.66
<b>Total</b>		<b>\$32,941.39</b>

**WHEREAS**, funds in the amount of \$32,941.39 are being reprogrammed because the projects detailed above were not completed as required under the Community Services Block Grant (CSBG); and

**WHEREAS**, these cancelled balances must be reallocated for CSBG programs that are able to expend funds by March 30, 2018; and

**WHEREAS**, the reallocated funds will be awarded to the Jersey City Department of Health and Human Services for the operation of the Meals on Wheels program and the remaining balance toward administrative expenses under the Community Services Block Grant (CSBG); and

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

City Clerk File No. Res. 18-309

Agenda No. 10-R

TITLE: MAR 28 2018

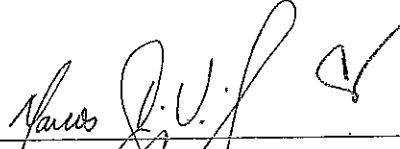
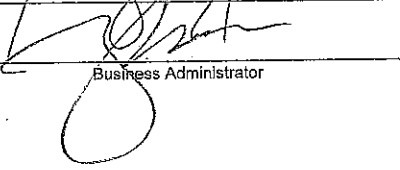
**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING PROGRAM CONTRACTS UNDER THE COMMUNITY SERVICES BLOCK GRANT (CSBG) FOR PROGRAM YEAR JANUARY 1, 2017 THROUGH DECEMBER 31, 2017**

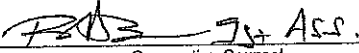
NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the Mayor or Business Administrator is hereby authorized to amend the CSBG contracts as noted to increase the Jersey City Department of Health and Human Services award amount by \$13,976.39 and the Community Services Block Grant Administration amount by \$18,965.00 as detailed below.

Agency	Reallocated Amount	Account No.	P.O. #
Admin	\$18,965.00	02-213-40-702-101	N/A
JC Health and Human Services	\$13,976.39	02-213-40-702-905	124873

I, Donna Mauer, hereby certify that sufficient funds totaling \$32,941.39 are available in the above referenced accounts.

  
Donna Mauer, Chief Financial Officer

APPROVED:   
APPROVED:   
Business Administrator

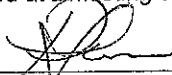
APPROVED AS TO LEGAL FORM R.R. 3-19-18  
  
Corporation Counsel

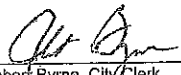
Certification Required   
Not Required  APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3 28 18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	ABSENT			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

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

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

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk



**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING PROGRAM CONTRACTS UNDER THE COMMUNITY SERVICES BLOCK GRANT (CSBG) FOR PROGRAM YEAR JANUARY 1, 2017 THROUGH DECEMBER 31, 2017**

**Project Manager**

Department/Division	Housing, Economic Development & Commerce (HEDC)	Division of Community Development
Name/Title	Kiyada Pittman	Senior Program Analyst
Phone/email	201-547-5468	kpittman@icnj.org

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

**Contract Purpose**

The Community Services Block Grant (CSBG) is an anti-poverty grant that provides funding to various social service agencies. The CSBG funding will be reprogrammed from two agencies, Starting Points Inc., and Urban League of Hudson County to the Jersey City's Department of Health & Human Services for the Meals on Wheels Program and to CSBG Admin.

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

Grant Funds - \$925,281.00 (total allocation). \$32,941.39 reallocated from Starting Points and ULOHC to JCHHS and CSBG Admin

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

Grant Term is from January 1, 2017 – December 31, 2017

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3-19-18  
Date

# Memorandum



**To:** Council President Rolando Lavarro, and City Council  
**From:** Carmen Gandulla, Director - DCD  
**Date:** March 19, 2018  
**Re:** Amending Program Contracts under the Community Services Block Grant (CSBG) for Program year January 1, 2017 – December 31, 2017

---

On April 26, 2017 the Municipal Council adopted Resolution No. (17-370) authorizing the program contracts under the Community Services Block Grant (CSBG) for program year January 1, 2017 through December 31, 2017 authorizing the acceptance and release of funds for various agencies. Two of those agencies; Starting Points Inc. and Urban League of Hudson County were unable to fulfill their requirement under the CSBG fiscal year 2017 grant. As such, a total of \$32,941.39 in CSBG funds remains outstanding.

The Department of Community Affairs (DCA) has required the City of Jersey City expend all funds for the 2017 fiscal year by March 30, 2018 in order to receive the release of funds for the 2018 fiscal year.

The Jersey City Department of Health and Human Services can utilize and expend the additional funds by the deadline stated above for their Meals on Wheels program. The remaining balance can also be applied to the CSBG administrative costs to offset some systematic and fringe expenses incurred during the 2017 fiscal year. Therefore, the Division of Community Development (DCD) believes it is in the best interest of the City to reallocate the unexpended funds of \$32,941.39 as follows:

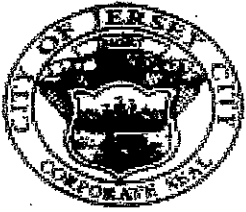
March 19, 2018

Re: Amending Program Contracts under the Community Services Block Grant (CSBG) for Program year January 1, 2017 – December 31, 2017

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Agency	Reallocated Amount	Account No.	P.O. #
Admin	\$18,965.00	02-213-40-702-101	N/A
JC Health and Human Services	\$13,976.39	02-213-40-702-905	124873

Should you have any questions or require anything further please call Carmen Gandulla at extension 5304. Thank you.



# CITY OF JERSEY CITY

## DIVISION OF PURCHASING

1 JOURNAL SQUARE PLAZA, JERSEY CITY, NJ 07306

TEL. NO. (201) 547-5155 FAX. NO. (201) 547-6585

### REQUEST FOR CHANGE ORDER OR CANCELLATION

C.O. NO.

FROM: <i>Millie Smith</i>	PURCHASE ORDER NO. <i>124873</i>
APPROVED: <i>Carmen Gandulla (MS)</i>	REQUISITION NO. <i>R 0178960</i>
DEPT./DIV. <i>HEDC/DCD</i>	ORIGINAL AMOUNT <i>\$ 114,000.</i>
DATE: <i>3/19/18</i>	BUD.YR: <i>2017</i> FUND: <i>02</i> G/L NO: <i>213</i>
VENDOR NAME: <i>J.C. Dept. of HHS</i>	CAFR: <i>40</i> SUB LDGR: <i>702</i> OBJ: <i>905</i>
	VENDOR NO: <i>JE 294945</i>

PLEASE  CHANGE  CANCEL THIS PURCHASE ORDER FOR THE FOLLOWING REASON:

<input checked="" type="checkbox"/> AMOUNT IS WRONG \$ <u><i>199,482.00</i></u>	<input checked="" type="checkbox"/> INCREASE BY \$ <u><i>13,976.39</i></u>
<input type="checkbox"/> IT SHOULD BE \$ <u><i>213,458.39</i></u>	<input type="checkbox"/> DECREASE BY \$ _____
<input type="checkbox"/> BUD.YR. _____	<input type="checkbox"/> FUND: _____
<input type="checkbox"/> IT SHOULD BE BUD.YR. _____	<input type="checkbox"/> G/L NO. _____ IS WRONG
<input type="checkbox"/> FUND: _____	<input type="checkbox"/> G/L NO. _____
<input type="checkbox"/> CAFR: _____	<input type="checkbox"/> SUB LDGR: _____
<input type="checkbox"/> IT SHOULD BE CAFR: _____	<input type="checkbox"/> OBJ: _____ IS WRONG
<input type="checkbox"/> SUB LDGR: _____	<input type="checkbox"/> OBJ: _____
<input type="checkbox"/> OBJ: _____	
<input type="checkbox"/> VENDOR NUMBER IS WRONG: _____	
<input type="checkbox"/> IT SHOULD BE _____	
<input type="checkbox"/> VENDOR NAME IS WRONG: _____	
<input type="checkbox"/> IT SHOULD BE _____	
<input type="checkbox"/> VENDOR ADDRESS IS WRONG: _____	
<input type="checkbox"/> IT SHOULD BE _____	
<input type="checkbox"/> SHIPPING CHARGE IS WRONG: \$ _____	IT SHOULD BE: \$ _____

LGFS BATCH NO:

DESCRIBE IN DETAIL REASON FOR CHANGE ORDER OR CANCELLATION:

*To reallocate funds per Resolution*

BUYER'S REMARKS:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

PETER FOLGADO  
PURCHASING DIRECTOR

COPY	A - FOR 6TH COPY OF P.O.	B - FOR ACCTS.&CONTROL	C - BATCH COPY
	D - FOR PURCHASING FILE	E - FOR DEPT./DIV. COPY	F - VENDOR'S COPY

*Approved M. S. [Signature]*

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

City Clerk File No. Res. 18-310

Agenda No. 10.S

Approved: MAR 28 2018



TITLE:

**A RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, BARROW STREET FROM COLUMBUS DRIVE TO NEWARK AVENUE; BAY STREET FROM ERIE STREET TO NEWARK AVENUE; ERIE STREET FROM NEWARK AVENUE TO BAY STREET AND NEWARK AVENUE FROM BARROW/ERIE STREETS TO JERSEY AVENUE BEGINNING 7:00 A.M. AND ENDING 11:00 P.M. SATURDAY, AUGUST 25, 2018 AT THE REQUEST OF HUDSON PRIDE CENTER FOR THE PURPOSE OF THE JERSEY CITY LGBT PRIDE FESTIVAL**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from the Hudson Pride Center to close Barrow Street from Columbus Drive to Newark Avenue; Bay Street from Erie Street to Newark Avenue; Erie Street from Newark Avenue to Bay Street and Newark Avenue from Barrow Street/Erie Streets to Jersey Avenue beginning 7:00 a.m. and ending 11:00 p.m. Saturday, August 25, 2018 for the purpose of the Jersey city LGBT Pride Festival; and

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

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

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

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

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Barrow Street from Columbus Drive to Newark Avenue; Bay Street from Erie Street to Newark Avenue; Erie Street from Newark Avenue to Bay Street and Newark Avenue from Barrow/Erie Streets to Jersey Avenue beginning 7:00 a.m. and ending 11:00 p.m. Saturday, August 25, 2018.

APPROVED: [Signature]  
Director of Traffic & Transportation

APPROVED: [Signature]  
Municipal Engineer

APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature] [Signature]  
Corporation Counsel

AV:pcj  
(03.13.18)

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3-28-18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY		ABSENT		YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Resolution**

A RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, BARROW STREET FROM COLUMBUS DRIVE TO NEWARK AVENUE; BAY STREET FROM ERIE STREET TO NEWARK AVENUE; ERIE STREET FROM NEWARK AVENUE TO BAY STREET AND NEWARK AVENUE FROM BARROW/ERIE STREETS TO JERSEY AVENUE BEGINNING 7:00 A.M. AND ENDING 11:00 P.M. SATURDAY, AUGUST 25, 2018 AT THE REQUEST OF HUDSON PRIDE CENTER FOR THE PURPOSE OF THE JERSEY CITY LGBT PRIDE FESTIVAL

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E., at the request of Eduardo Baez on behalf of Hudson Pride Center 234 Tenth Street, JCNJ 917.647.5093	Director of Traffic & Transportation
Phone/email	201.547.4470	<a href="mailto:AVischio@jcnj.org">AVischio@jcnj.org</a>

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


**Resolution Purpose**

AUTHORIZING THE CLOSING OF BARROW STREET FROM COLUMBUS DRIVE TO NEWARK AVENUE; BAY STREET FROM ERIE STREET TO NEWARK AVENUE; ERIE STREET FROM NEWARK AVENUE TO BAY STREET AND NEWARK AVENUE FROM BARROW/ERIE STREETS TO JERSEY AVENUE BEGINNING 7:00 A.M. AND ENDING 11:00 P.M. SATURDAY, AUGUST 25, 2018

The purpose of the street closing is for the Jersey City LGBT Pride Festival.

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

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Director of Traffic & Transportation  
  
\_\_\_\_\_  
Department Director

3/13/18  
\_\_\_\_\_  
Date  
3/20/18  
\_\_\_\_\_  
Date

## RECREATIONAL EVENT STREET CLOSURE

**BLOCKS:** Barrow St, Columbus Dr to Newark Av  
Bay St, Erie St to Newark Av  
Erie St, Newark Av to Bay St  
Newark Av, Barrow/Erie Sts to Jersey Av

**BEGINS/ENDS:** 7AM/11PM Saturday, August 25, 2018

**PURPOSE OF EVENT:** Jersey City LGBT Pride Festival

**APPLICANT:** Edward Baez

**ORGANIZATION:** Hudson Pride Center

**ADDRESS:** 234 Tenth St Unit 405, Jersey City NJ 07302

**PHONE #:** 917.647.5093

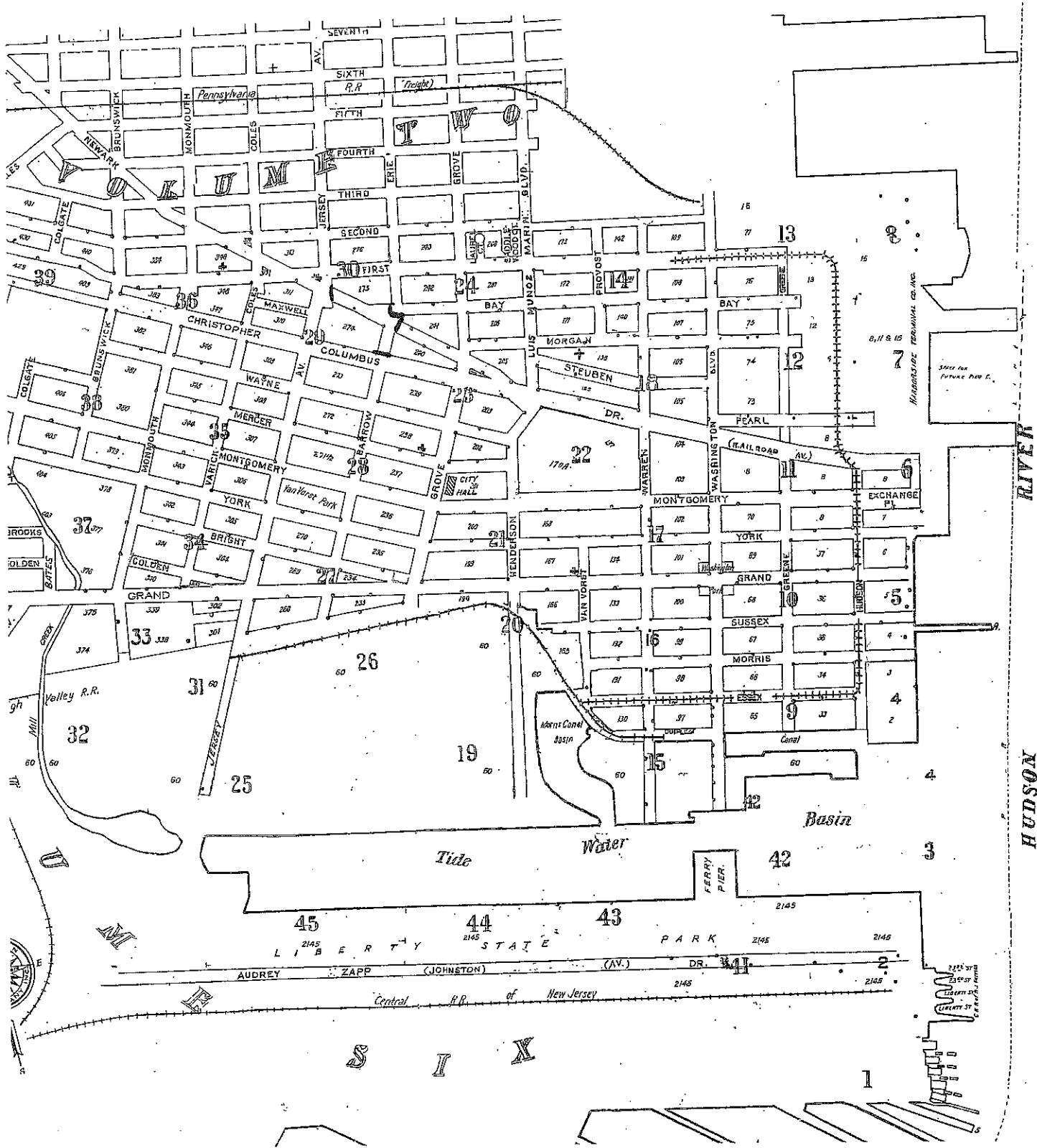
**BEING WAIVED:** More than 1 block closed @ a time, nonresident, start time

NOTE  
 INDEX SERVICE FOR THIS  
 VOLUME IS MAINTAINED  
 IN THE LOOSE-LEAF GENERAL  
 INDEX BOOK

TITLE	1	DETAIL SHEETS
INDEX	0	SEQUENCE OF NUMBERS
KEY	1	1-45

©1906, MARCH 2005, SANBORN

NOTE  
 V-OR VAC. = VACANT  
 V-O. OR VAC. & OR = VACANT & OPEN  
 V-B. = VACANT & BOARDED UP







Steven M. Fulop Mayor

CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

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



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

Signature Page



Christine Goodman Director

EVENT NAME: LGBT PRIDE FESTIVAL 2018 EVENT DATE: AUG 25 2018

EVENT LOCATION: NEWARK AVE

OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer: Cultural Affairs Event PRIDE 2018

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

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

Signature of District Commander: Captain Patricia Cassidy Date: 3/6/2018

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

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

Signature of District Commander: Date:

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

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

Signature of District Commander: Date:

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

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

Signature of District Commander: Date:

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

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

Signature of Police Chief: Captain Michael Gajewski Date: 3/7/2018

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

- Acknowledged, Date, Signature of Off Duty Coordinator

Signature of Off Duty Coordinator: Date:

JERSEY CITY FIRE DEPARTMENT

- Approved, NOT Approved, No Cooking / Open Flame, Additional Permits/Inspector Required

Signature of Fire Official: Dennis Miller Date: 3/7/2018

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

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

Signature of Police Director: Bill O'Donnell Date: 3/9/2018

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

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

Signature of Traffic Engineer: Monte Zuker Date: 3/12/2018

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

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

Signature of Health Officer: Date:

JERSEY CITY DEPARTMENT OF RECREATION

- Stage Request: Approved, Stage: NOT Approved

Signature of Stage Coordinator: Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIRECTOR'S OFFICE

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

Signature of DPW Director: Date:

JERSEY CITY DIVISION OF RISK MANAGEMENT

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

Signature of Risk Manager: Date:

JERSEY CITY DIVISION OF COMMERCE

- Approved, Date

Signature of Division of Commerce Director: Date:

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

City Clerk File No. Res. 18-311

Agenda No. 10-T

Approved: MAR 28 2018

TITLE:



**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, EXCHANGE PLACE BEGINNING 7:00 A.M. AND ENDING 4:00 P.M. SATURDAY, JUNE 2, 2018 AT THE REQUEST OF JC FAMILIES INC FOR THE PURPOSE OF THE 4<sup>th</sup> JC KIDS RUN**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from JC Families INC to close Exchange Place beginning 7:00 a.m. and ending 4:00 p.m. Saturday, June 2, 2018 for the purpose of the 4<sup>th</sup> JC Kids Run; and

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

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

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

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

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning 7:00 a.m. and ending 4:00 p.m. Saturday, June 2, 2018.

APPROVED: [Signature]  
Director of Traffic & Transportation

APPROVED: [Signature]  
Municipal Engineer

APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]  
Corporation Counsel

AV:pcl  
(03.09.18)

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.28.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY			ABSENT	YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Resolution**

**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, EXCHANGE PLACE BEGINNING 7:00 A.M. AND ENDING 4:00 P.M. SATURDAY, JUNE 2, 2018 AT THE REQUEST OF JC FAMILIES INC FOR THE PURPOSE OF THE 4<sup>TH</sup> JC KIDS RUN**

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E., at the request of Bianca Kirschner on behalf of JC Families INC, 201 Marin Boulevard, 1201, JCNJ 201.492.4930	Director of Traffic & Transportation
Phone/email	201.547.4470	AVischio@jcnj.org

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

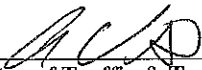
**Resolution Purpose**

AUTHORIZING THE CLOSING OF EXCHANGE PLACE BEGINNING 7:00 A.M. AND ENDING 4:00 P.M. SATURDAY, JUNE 2, 2018

FOR THE PURPOSE OF THE 4<sup>TH</sup> JC KIDS RUN

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

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Director of Traffic & Transportation

3/19/18  
Date

  
\_\_\_\_\_  
Department Director

3/20/18  
Date

## RECREATIONAL EVENT STREET CLOSURE

**BLOCK:** Exchange Pl

**BEGINS/ENDS:** 7AM/4PM Saturday, June 2, 2018

**PURPOSE OF EVENT:** 4<sup>th</sup> JC Kids Run

**APPLICANT:** Bianca Kirschner

**ORGANIZATION:** JCFamilies INC

**ADDRESS:** 201 Marin Blvd 1201, Jersey City NJ 07302

**PHONE #:** 201.492.4930

**BEING WAIVED:** Nonresident, start time

5

COMMERCIAL TRUST YORK  
COS BLDG

NOL CENTER

EXCHANGE PL.

PORT AUTHORITY  
TRANS HUDSON CORR

PRIME STATION

OFF'S  
R. P. - 1888

CHRISTOPHER COLUMBUS  
(RAILROAD AV.) DR.

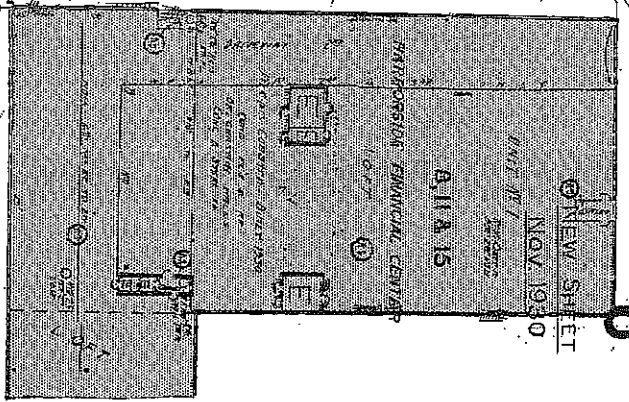
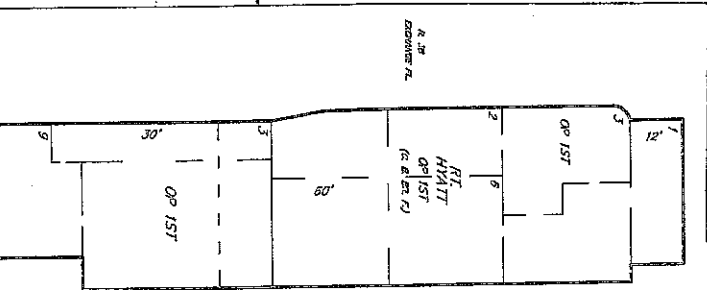
HUDSON

AREA SOUTH OF RAILROAD  
AV URBAN RENEWAL SITE

MONTGOMERY

ST  
NU TRANSIT TRAIN LINE

11



NEW SHEET  
NOV 1930

HUDSON ST

6

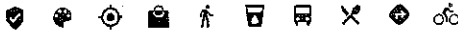
12



Steven M. Fulop  
Mayor

# CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

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



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

Signature Page



Christine Goodman  
Director

**EVENT NAME:** JC FAMILIES KIDS RUN 2018 **EVENT DATE:** JUNE 2 2018

**EVENT LOCATION:** EXCHANGE PLACE & OWEN GRUNDY PIER

**OFFICE OF CULTURAL AFFAIRS REVIEWER** Initials of CA Reviewer: *Cultural Affairs Event Planner 2018*  
DocuSigned by: C2E39AE5294247B...

**JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER**  
 Approved  Coordinate On-Duty Personnel Signature of District Commander: *Captain Patricia Cassidy*  
 NOT Approved  Coordinate Off-Duty Personnel Comments: \_\_\_\_\_ Date: *2/2/2018*  
DocuSigned by: 50A370E2B973443

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

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

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

**JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF**  
 Approved  Coordinate On-Duty Personnel Signature of Police Chief: *Captain Michael Gajewski*  
 NOT Approved  Coordinate Off-Duty Personnel Comments: \_\_\_\_\_ Date: *2/8/2018*  
DocuSigned by: 8108898C2C947

**JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR**  
 Acknowledged Date: \_\_\_\_\_ Signature of Off Duty Coordinator: \_\_\_\_\_

**JERSEY CITY FIRE DEPARTMENT**  
 Approved: No Open Flame  Additional Permits Required Signature of Fire Official: *Dennis Mber*  
 NOT Approved  Fire Inspector Required Comments: \_\_\_\_\_ Date: *3/1/2018*  
DocuSigned by: 6052F438041B4E1

**JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR**  
 Approved  Coordinate On-Duty Personnel Signature of Police Director: *Bill O'Donnell*  
 NOT Approved  Coordinate Off-Duty Personnel Comments: \_\_\_\_\_ Date: *3/1/2018*  
DocuSigned by: 53631BBEA7540E

**JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC**  
 Acknowledged  Pending Council Approval Signature of Traffic Engineer: *Monte Baker*  
 Not Applicable  Need Completed Signature Page Comments: \_\_\_\_\_ Date: *3/2/2018*  
DocuSigned by: AF1B7F1CEA13494

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

**JERSEY CITY DEPARTMENT OF RECREATION**  
 Stage Request: Approved Signature of Stage Coordinator: \_\_\_\_\_  
 Stage: NOT Approved Comments: \_\_\_\_\_ Date: \_\_\_\_\_

**JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIRECTOR'S OFFICE**  
 Approved  Requiring additional form Signature of DPW Director: \_\_\_\_\_  
 NOT Approved  Additional fee will apply Comments: \_\_\_\_\_ Date: \_\_\_\_\_

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

**JERSEY CITY DIVISION OF COMMERCE**  
 Approved Date: \_\_\_\_\_ Signature of Division of Commerce Director: \_\_\_\_\_

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

City Clerk File No. Res. 18-312

Agenda No. 10.U

Approved: MAR 28 2018

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR CONSULTING SERVICES NEEDED IN CONNECTION WITH THE DEVELOPMENT OF A VISION ZERO ACTION PLAN, PROJECT NO. 18-003 T FOR THE DEPARTMENT OF ADMINISTRATION / DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the City of Jersey City (City) adopted the Vision Zero Initiative with the goal of eliminating traffic fatalities and severe injuries on City roadways by the year 2026; and

**WHEREAS**, the City desires to hire a consultant to assist the City in developing an Action Plan that will include data-driven strategies to achieve the goals of the Vision Zero Initiative; and

**WHEREAS**, N.J.S.A. 40A:11-4.1(m) authorizes the use of the Competitive Contracting Law, N.J.S.A. 40A:4.1 et seq. to award a contract for consulting services; and

**WHEREAS**, N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires for the first time to use competitive contracting to award a contract for the types of goods or services described under N.J.S.A. 40A:11-4.1.

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

- (1) the above recitals are incorporated herein by reference; and
- (2) the use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq. is authorized to award a contract to a consultant to assist the City in developing a Vision Zero Action Plan.

APPROVED: [Signature]  
Andrew Vischio, Director of Traffic & Transp

APPROVED: [Signature]  
Jose R. Cunha, PE, Director of ET&T

APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature] 1st Ass.  
Corporation Counsel

Certification Required

Not Required

APPROVED 7-1

R.R.  
3-19-18

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.28.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY		ABSENT		YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO		✓		ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR CONSULTING SERVICES NEEDED IN CONNECTION WITH THE DEVELOPMENT OF A VISION ZERO ACTION PLAN PROJECT NO. 18-003 T FOR THE DEPARTMENT OF ADMINISTRATION / DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

**Initiator**

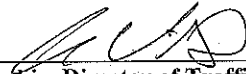
Department/Division	Administration	Engineering, Traffic & Transportation
Name/Title	Jose R Cunha	Director of Engineering,
Name/Title		
Phone/email	201-547-4411	jcunha@jcnj.org

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

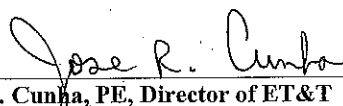
**Resolution Purpose**

This resolution authorizes the use of competitive contracting to seek consultant support for the development of a Vision Zero Action Plan. The Plan will propose short-term and long-term data-driven strategies that the City can utilize to achieve its goal of eliminating traffic fatalities and severe injuries by the year 2026. The City is designating the Vision Zero Task Force Co-chairs, Andrew Vischio and Barkha R Patel, to oversee this project. Mr. Vischio is a full time employee of the City of Jersey City and the Director of the Division of Traffic and Transportation. Ms. Patel is a full-time employee of the City of Jersey City and a Senior Planner for the Division of City Planning in the Department of Housing, Economic Development and Commerce.

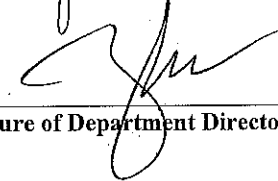
I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Andrew Vischio, Director of Traffic & Transp.

3/15/18  
Date

  
\_\_\_\_\_  
Jose R. Cunha, PE, Director of ET&T

3/15/18  
Date

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

3/16/18  
Date





**CITY OF JERSEY CITY**  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION  
Municipal Services Complex  
13-15 Linden Avenue East | Jersey City, NJ 07305  
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



STEVEN M. FULOP  
MAYOR OF JERSEY CITY


ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

**MEMORANDUM**

---

DATE : March 15, 2018

TO : Robert Kakoleski, Business Administrator

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

SUBJECT : **Resolution to Authorize**  
**Use of Competitive Contracting**  
**Vision Zero Action Plan**  
**Jersey City Project No. 18-003 T**

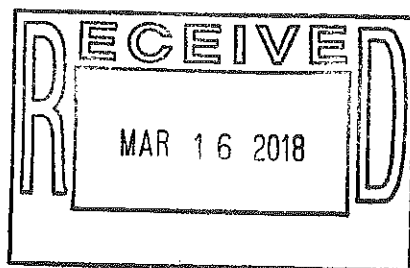
A resolution and Fact Sheet to authorize use of competitive contracting in order to award a contract for consulting services needed in connection with the development of a Vision Zero Plan is herewith attached for your approval.

Should you need additional information do not hesitate to contact me.

sp/

Attachments

C: Dawn Odom, Supv Adm Analyst





STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
**DEPARTMENT OF ADMINISTRATION**  
280 GROVE ST | JERSEY CITY, NJ 07302  
P: 201 547 5146 | F: 201 547 4833



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

**MEMORANDUM**

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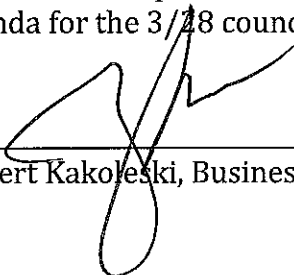
DATE : March 15, 2018

TO : Peter Folgado, Purchasing Director

FROM : Robert Kakoleski, Business Administrator

SUBJECT : **Resolution to Authorize  
Use of Competitive Contracting  
Vision Zero Action Plan  
Jersey City Project No. 18-003T**

Please find attached Resolution and Fact Sheet to authorize the use of competitive contracting in order to award a contract for consulting services needed in connection with the development of a Vision Zero Plan. We would like this to be included on the agenda for the 3/28 council meeting

  
\_\_\_\_\_  
Robert Kakoleski, Business Administrator

sp/

Attachments

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



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
**DEPARTMENT OF ADMINISTRATION**  
**DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION**  
Municipal Services Complex  
13-15 Linden Avenue East | Jersey City, NJ 07305  
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470




ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

**MEMORANDUM**

---

DATE : March 15, 2018

TO : Rolando Lavarro, Council President and Municipal Council

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

SUBJECT : **Recommendation to Authorize**  
**Use of Competitive Contracting**  
**Vision Zero Action Plan**  
**Jersey City Project No. 18-003 T**

Attached for your consideration is a resolution to authorize the use of competitive contracting to award a contract for consulting services needed in connection with the development of a Vision Zero Plan.

This plan will propose short-term and long-term data-driven strategies that the City can utilize to achieve its goal of eliminating traffic fatalities and severe injuries by the year 2026. The City is designating the Vision Zero Task Force Co-chairs to oversee this project, Director of Traffic and Transportation, Andrew Vischio and Senior Planner Barkha R. Patel of HEDC, Division of Planning.

sp

Attachments

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

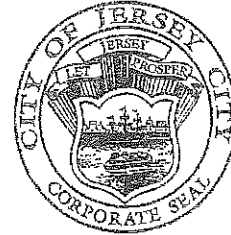
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-313

Agenda No. 10.V

Approved: MAR 28 2018

TITLE:



**RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE PURCHASING SOLUTIONS ALLIANCE (PSA) COOPERATIVE PURCHASING SYSTEM**

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

WHEREAS, N.J.S.A. 52:34-6.2 authorizes a municipality to purchase goods, or to contract for services, through the use of a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit within the State of New Jersey, or within any other state; and

WHEREAS, the Purchasing Solutions Alliance (PSA) is a nationally-recognized and accepted cooperative purchasing agreement that was developed utilizing a competitive bidding process; and

WHEREAS, the PSA has offered the City of Jersey City (City) the opportunity to participate in a Cooperative Purchasing System for the purchase of goods and services; and

WHEREAS, the City desires to join the Purchasing Solutions Alliance cooperative purchasing system to purchase goods and/or services, to make the procurement process more efficient and to provide cost savings to the City;

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

1. The Mayor or Business Administrator is authorized to execute the agreement attached hereto to participate in the Purchasing Solutions Alliance purchasing system; and
2. Prior to making purchases or contracting for services through the Purchasing Solutions Alliance cooperative purchasing system, the contracting unit shall determine that the use of the cooperative purchasing agreement shall result in cost savings after all factors, including charges for service, material, and delivery, have been considered.
3. The City of Jersey City shall ensure that the goods and/or services procured through the system comply with all applicable laws of the State of New Jersey, Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. and all other provisions of the revised statutes of the State of New Jersey.

PF/pv  
3/14/18

Approved by:

Peter Folgado  
Peter Folgado, Director of Purchasing  
RPPO, QPA

March 14, 2018  
Date

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3-28-18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY		ABSENT		YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**

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

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE PURCHASING SOLUTIONS ALLIANCE (PSA) COOPERATIVE PURCHASING SYSTEM

**Initiator**

Department/Division	ADMINISTRATION	PURCHASING
Name/Title	PETER FOLGADO	DIRECTOR, QPA
Phone/email	201.547.4896	PETERF@JCNJ.ORG

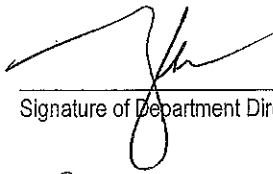
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

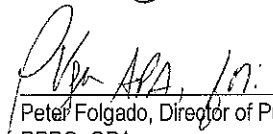
To acquire goods and services through the state-approved Purchasing Solutions Alliance cooperative purchasing system.

The City has identified certain products that can be acquired through this co-op for the online bidding (Bidsync), for the Division of Purchasing.

I certify that all the facts presented herein are accurate.

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

3/20/18  
\_\_\_\_\_  
Date

  
Peter Folgado, Director of Purchasing  
RPPO, QPA

3-14-18  
\_\_\_\_\_  
Date

# Purchasing Solutions Alliance

a purchasing cooperative for public agencies



## INTERLOCAL PURCHASING AGREEMENT

THIS INTERLOCAL AGREEMENT ("ILA"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Brazos Valley Council of Governments, hereinafter referred to as "BVCOG," having its principal place of business at 3991 East 29<sup>th</sup> St., Bryan, Texas 77802, and City of Jersey City, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "Cooperative Member," having its principal place of business at 394 Central Avenue, Jersey City, N.J. 07307.

WHEREAS, BVCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, BVCOG is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, BVCOG has instituted a cooperative purchasing program, hereinafter referred to as the "Purchasing Solutions Alliance" or "PSA," under which it contracts with eligible entities under the Act; and

WHEREAS, Cooperative Member has represented that it is an eligible entity under the Act, that its governing body has authorized this Agreement on 3/28/18 (Date), and that it desires to contract with BVCOG on the terms set forth below;

NOW, THEREFORE, BVCOG and the Cooperative Member do hereby agree as follows:

### ARTICLE 1: LEGAL AUTHORITY

The Cooperative Member represents and warrants to BVCOG that it is eligible to contract with BVCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and it possesses adequate legal authority to enter into this Agreement.

### ARTICLE 2: APPLICABLE LAWS

BVCOG and the Cooperative Member agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

### ARTICLE 3: WHOLE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

#### **ARTICLE 4: PERFORMANCE PERIOD**

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renewals. Notwithstanding this provision, any party may modify or terminate this Agreement as provided in Article(s) 7 or 8.

#### **ARTICLE 5: SCOPE OF SERVICES**

The Cooperative Member appoints BVCOG its true and lawful purchasing agent for the purchase of certain products and services through the **Purchasing Solutions Alliance** cooperative purchasing program. All purchases hereunder shall be in accordance with Texas statutes and procedures governing competitive bids and competitive proposals and in accordance with specifications and contract terms established by BVCOG, and at the prices available and published by BVCOG. Ownership (title) to products purchased through contracts awarded pursuant to the PSA program shall transfer directly from the contractor to the Cooperative Member. Nothing in this Agreement shall prevent the Cooperative Member from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.

#### **ARTICLE 6: PAYMENTS**

Upon delivery of goods or services purchased and presentation of a properly documented invoice, the Cooperative Member shall promptly, and in any case within thirty (30) days, pay the vendor and/or contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall BVCOG have any financial liability to the Cooperative Member for any goods or services Cooperative Member procures through its PSA program.

#### **ARTICLE 7: CHANGES AND AMENDMENTS**

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. BVCOG reserves the right to make changes in the scope of products and services offered through the PSA cooperative purchasing program to be performed hereunder.

#### **ARTICLE 8: TERMINATION PROCEDURES**

BVCOG or the Cooperative Member may cancel this Agreement at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligations of the Cooperative Member, including obligations to pay any vendor or contractor for all goods and/or services purchased under this Agreement, shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the Cooperative Member.

#### **ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

**ARTICLE 10: FORCE MAJEURE**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.

**ARTICLE 11: CONSENT TO SUIT**

Nothing in this Agreement will be construed as a waiver or relinquishment by either party of its right to claim such exemptions, privileges and immunities as may be provided by law.

**ARTICLE 12: MISCELLANEOUS**

a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Brazos County, Texas.

b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.

c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

**THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:**

**Brazos Valley Council of Governments  
Purchasing Solutions Alliance  
3991 East 29<sup>th</sup> St.  
Bryan, Texas 77802**

\_\_\_\_\_  
BVCOG Executive Director or Designee

\_\_\_\_\_  
Signature of Executive Director or Designee

Date: \_\_\_\_\_

Susan Lightfoot  
Attest: PSA Program Manager

Attest: \_\_\_\_\_  
Signature of PSA Program Manager

Date: \_\_\_\_\_

City of Jersey City, Division of Purchasing  
Name of Cooperative Member

394 Central Avenues 3rd Floor  
Mailing Address

Jersey City, NJ 07307  
City, State, ZIP Code

Peter Folgado, RPA or Patricia Vega, Asst. RPA  
Name & Title of Primary Contact Person

701-547-5755  
Telephone

PeterF@jcnj.org, VegaP@jcnj.org  
E-mail Address

\_\_\_\_\_  
Name & Title of Chief Elected Official or Designee

By: \_\_\_\_\_  
Signature of Chief Elected Official or Designee

Date: \_\_\_\_\_



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

City Clerk File No. Res. 18-314

Agenda No. 10.W

Approved: MAR 28 2018



**TITLE: RESOLUTION REQUESTING THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO GRANT AN EXTENSION OF TIME FOR THE AWARD OF A CONSTRUCTION CONTRACT FOR MARTIN LUTHER KING DRIVE ROADWAY AND TRAFFIC SIGNAL IMPROVEMENTS PROJECT #14-005-E FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

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

**WHEREAS**, the City of Jersey City ("City") previously applied for and received the approval of a grant in the amount of \$989,590.00 from the Municipal Aid - 2016 Program funded by the New Jersey Transportation Trust Fund Authority ("TTFA") for the Martin Luther King Drive Roadway and Traffic Signal Improvements; and

**WHEREAS**, Executive Order 210, dated July 2, 2016, declared a state of emergency and shut down all ongoing work funded by the TTFA through grant or otherwise, until Executive Order 210 was lifted on October 17, 2016; and

**WHEREAS**, the work of this Project includes the milling and paving of Martin Luther King Drive between McAdoo Avenue and Communipaw Avenue. In addition, the work includes the replacement or installation of sidewalks, curbs, driveway aprons, drainage utilities, and other appurtenances. The Project also involves installation and resetting of manholes, catch basins, curb pieces, water valves, and line striping; and

**WHEREAS**, the work of this Project must follow the completion of the Federally funded project that includes improvements to eight intersection within these limits. This timing will enable the City to pave the entire length of MLK Drive between McAdoo Avenue and Communipaw Avenue which will eliminate numerous cold joints, facilitate more efficient contractor operations, and reduce costs; and

**WHEREAS**, an extension from the TTFA is required because the contract to perform the work funded by the grant is not expected to be awarded until September 2018.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Jersey City is authorized to request an extension from the NJDOT, for the award of a construction contract, for the Martin Luther King Drive Roadway and Traffic Signal Improvements project until September 24<sup>th</sup>, 2018.

APPROVED: Jose R. Lumbra

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature] 2nd Act  
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

R.R.  
3-19-18

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.28.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY		ABSENT		YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION REQUESTING THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO GRANT AN EXTENSION OF TIME FOR THE AWARD OF A CONSTRUCTION CONTRACT FOR THE MARTIN LUTHER KING DRIVE ROADWAY AND TRAFFIC SIGNAL IMPROVEMENTS PROJECT #14-005-E FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

**Initiator**

Department/Division	Administration	Engineering, Traffic & Transportation
Name/Title	Jose R. Cunha, P.E., C.M.E.,	Municipal Engineer
Phone/email	201-547-4411	JCUNHA@JCNJ.ORG

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

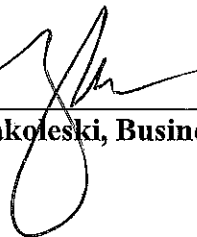
**Resolution Purpose**

The City is asking NJDOT for a six (6) month extension of time to award the construction contract for the Martin Luther King Drive Roadway and Traffic Signal Improvements. NJDOT established a deadline of March 24, 2018 and grant funding in the amount of \$989,590.00 for this project. Such extension is needed to complete the Federally funded portion of the construction of American Disabilities Act curb ramps at eight intersections along Martin Luther King Drive between Ege Avenue and Bramhall Avenue under the Martin Luther King Drive Intersection Safety Improvements Project. This will enable the milling and paving of the entire length of Martin Luther King Drive between McAdoo Avenue and Communipaw Avenue to be performed under this NJDOT project eliminating excessive cold joints in the new pavement resulting in a better quality paved road and increased cost effectiveness.

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

  
\_\_\_\_\_  
**Jose R. Cunha, PE, CME, Chief Engineer**

3/19/18  
**Date**

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

3/28/18  
**Date**



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

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

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



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

MEMORANDUM

**DATE:** March 15, 2018  
**TO:** Rolando L. Lavarro Jr., Council President and Council Members  
**FROM:** Jose R. Cunha, Municipal Engineer  
**SUBJECT:** Resolution Requesting the NJDOT to Grant a Six (6) Month Extension of Time to Award the Martin Luther King Drive Roadway and Traffic Signal Improvements Project  
City of Jersey City Project No. 14-005E

Attached for your approval is a proposed Resolution requesting an extension of time to award the above mentioned project until September 24<sup>th</sup>, 2018 from the New Jersey Department of Transportation (NJDOT). Although the project is anticipated to be advertised for bid in May, it was recommended by the NJDOT that we request the maximum extension of six (6) months.

We anticipate this Resolution to be included on the agenda for the March 28, 2018 Municipal Council meeting.

Should you have any concerns regarding same, please feel free to contact me at (201) 547-4411.

Jose R. Cunha  
Municipal Engineer



# State of New Jersey

DEPARTMENT OF TRANSPORTATION  
P.O. Box 600  
Trenton, New Jersey 08625-0600



RICHARD T. HAMMER  
*Acting Commissioner*

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

March 28, 2016

The Honorable Steven M. Fulop  
Mayor, Jersey City  
City Hall  
280 Grove Street  
Jersey City, NJ 07302

Dear Mayor Fulop:

I am pleased to inform you that your community has been selected to receive funding from the New Jersey Department of Transportation's (NJDOT) Fiscal Year 2016 Municipal Aid Program for MLK Drive (Sec. 2) in the amount of \$989,590.

NJDOT's Municipal Aid Program is a very competitive program. This year the Department received 641 applications requesting more than \$253 million. There is \$78.75 million available in funds from the Transportation Trust Fund (TTF).

NJDOT is committed to providing statewide assistance for local governments for improvements to and preservation of the local transportation network. The completion of your project will help achieve this goal and pursue a transportation strategy that provides mobility through managing the local roadway system.

Should you have any questions regarding your grant, please contact the NJDOT Local Aid District Office in your area.

District 1 - Mt. Arlington - 973-601-6700  
District 2 - Newark - 973-877-1500

District 3 - Trenton - 609-530-5271  
District 4 - Cherry Hill - 856-486-6618

Again, thank you for your support of this program and good luck with your project.

Sincerely,

Richard T. Hammer  
Acting Commissioner

c: Municipal Clerk  
Municipal Engineer

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

City Clerk File No. Res. 18-315

Agenda No. 10.X

Approved: MAR 28 2018

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SCHULMAN, WIEGMANN & ASSOCIATES TO PROVIDE COURT REPORTING SERVICES DURING COUNCIL MEETINGS FOR THE OFFICE OF THE CITY CLERK

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

WHEREAS, the Office of the City Clerk requires court reporting services to transcribe spoken or recorded speech into written form, using shorthand, machine shorthand or voice writing equipment to produce official transcripts of City Council meetings, and other official proceedings; and

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited three quotes, including one from Schulman, Wiegmann & Associates, 216 Stelton Road, Suite C-1, Piscataway, New Jersey 08854 in the total amount of twenty eight thousand, two hundred dollars (\$28,200.00); and

WHEREAS, the Purchasing Director believes the proposal of Wiegmann & Associates, attached hereto, to be most advantageous, price and other factors considered; and

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

WHEREAS, the City Clerk has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

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

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

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

WHEREAS, funds in the amount of \$4,000.00 are available in the Operating Account.

Account	PO #	Total Contract	Temp Encumbrance
01-201-20-120-312	128622	\$28,200.00	\$4,000.00

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

1. A contract award to Wiegmann & Associates in the amount of \$28,200.00 for court reporting services is authorized.
2. The term of the contract shall be effective April 1, 2018 through March 31, 2019.
3. Upon certification by an official or employee of the City authorized to administer the contract met, the services have been performed and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(Continue on page 2)

City Clerk File No. Res. 18-315

Agenda No. 10-X

TITLE: **MAR 28 2018**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SCHULMAN, WIEGMANN & ASSOCIATES TO PROVIDE COURT REPORTING SERVICES DURING COUNCIL MEETINGS FOR THE OFFICE OF THE CITY CLERK**

- 4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this resolution.
- 5. Pursuant to N.J.A.C. 5:30-5.5(d), the continuation of the contract after the expenditure of funds encumbered in the 2018 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2018 permanent budget and in the subsequent year's fiscal year budget.

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

Account	PO #	Total Contract	Temp Encumbrance
01-201-20-120-312	128622	\$28,200.00	\$4,000.00

Approved by: Peter Folgado, Peter Folgado, Director of Purchasing, QPA, RPPO  
 Date: March 15, 2018

PF/pv/RR  
3/15/18

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM  
 APPROVED: [Signature] Business Administrator [Signature] Corporation Counsel  
 Certification Required   
 Not Required

B.B.  
3-14-18

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.28.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY		ABSENT		YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**

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 SCHULMAN, WIEGMANN & ASSOCIATES TO PROVIDE COURT REPORTING SERVICES DURING COUNCIL MEETINGS FOR THE OFFICE OF THE CITY CLERK**

**Initiator**

Department/Division	City Clerk's Office	City Clerk's Office
Name/Title	Robert Byrne, City Clerk	
Phone/email	201-547-5149	rbyrne@cnj.org

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

**Resolution Purpose**

To provide Court Reporting Services, typed transcripts and minuscpts of Municipal Council Meetings.

I certify that all the facts presented herein are accurate.

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

3/22/17  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**RESOLUTION FACT SHEET**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SCHULMAN, WIEGMANN & ASSOCIATES TO PROVIDE COURT REPORTING SERVICES DURING COUNCIL MEETINGS FOR THE OFFICE OF THE CITY CLERK**

**Initiator**

Department/Division	City Clerk's Office	City Clerk's Office
Name/Title	Robert Byrne, City Clerk	
Phone/email	201-547-5149	rbyrne@cnj.org

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

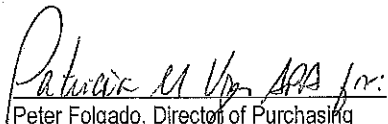
**Resolution Purpose**

To provide Court Reporting Services, typed transcripts and minuscpts of Municipal Council Meetings.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

  
Peter Folgado, Director of Purchasing  
RPPO, QPA

3.16.18  
Date



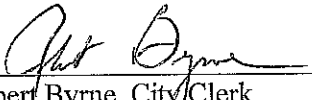
## DETERMINATION OF VALUE CERTIFICATION

I, Robert Byrne, of full age, hereby certify the following:

1. I am the City Clerk for the City of Jersey City.
2. The City requires Court Reporting Services during Council Meetings.
3. The City informally solicited quotations for Court Reporting Services.
4. The administration's recommendation is to award a contract to Schulman, Weigmann & Associates.
6. The cost of the Contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date

3/22/17

  
Robert Byrne, City Clerk

DESCRIPTION:	Unit Price	EXTENDED AMOUNT EQUALS (=) UNIT PRICE MULTIPLIED (X) BY ANNUAL QUANTITY
<b>PROVIDING CERTIFIED SHORTHAND REPORTING SERVICES FOR REGULAR AND SPECIAL COUNCIL MEETINGS WHICH USUALLY OCCUR IN THE EVENING:</b>		
<b>BIDDER MUST SUPPLY A COST OF THE FOLLOWING:</b>		
ATTENDANCE FEE PER UNIT OF 4 HOURS (Average of 30 Units per contract year)	\$ <u>275</u> Per Unit X 30 Units per year = A→	A = \$ <u>8250-</u>
OVERTIME RATE PER HOUR (UNIT) AFTER BLOCK OF 4 HOURS (Average of 50 Overtime Hours (Units) per contract year)	\$ <u>75</u> Per Unit X 50 Units per year = B→	B = \$ <u>3750-</u>
PRICE PER PAGE; 1 ORIGINAL AND 1 COPY EQUALS ONE UNIT, OF TRANSCRIPT DELIVERED WITHIN 14 DAYS (Average of 2,520 Units per contract year)	\$ <u>6.25</u> Per Unit X 2,520 Units per year = C→	C = \$ <u>15,750</u>
1 MINUSCRIPT INCLUDING WORD INDEXING PER UNIT (Average of 30 Units per contract year)	\$ <u>0</u> Per Unit X 30 Units per year = D→	D = \$ <u>0</u>
TRANSCRIPT IN PDF FORMAT TRANSMITTED VIA E-MAIL (Average of 30 Units per contract year)	\$ <u>0</u> Per Unit X 30 Units per year = E→	E = \$ <u>0</u>
SHIPPING CHARGE PER UNIT (Average of 30 Units per contract year)	\$ <u>15.00</u> Per Unit X 30 Units per year = F→	F = \$ <u>450-</u>
<b>TOTAL BID AMOUNT (SUM OF A, B, C, D, E and F):</b>		<b>\$ <u>28,200-</u></b>
<b>TOTAL BID AMOUNT (SUM OF A, B, C, D, E and F) IN WORDS:</b> <u>TWENTY-EIGHT THOUSAND TWO HUNDRED DOLLARS ZERO CENTS.</u>		

PRICE QUOTES BELOW SHOULD BE COMPLETED BECAUSE THE CITY FROM TIME TO TIME MAY WANT A PARTICULAR TRANSCRIPT TO BE DELIVERED EARLIER THAN FOURTEEN (14) DAYS. THE CITY REQUIRES THAT EACH BIDDER GIVE A PER PAGE PRICE QUOTE FOR TRANSCRIPT DELIVERY WITHIN SEVEN (7) DAYS. AS NOTED, THIS SHORTER DELIVERY QUOTE WILL NOT BE UTILIZED TO CALCULATE THE LOWEST BIDDER. HOWEVER, THE CITY REQUIRES THAT THIS QUOTE REMAINS FIRM FOR THE DURATION OF THIS CONTRACT SHOULD A SHORTER DATE BE REQUIRED.

PRICE PER PAGE (1 ORIGINAL AND 1 COPY) OF TRANSCRIPT DELIVERED WITHIN 7 DAYS, <i>ONLY IF SPECIFICALLY REQUESTED BY THE MUNICIPAL CLERK</i>	\$
---	----

COMPANY NAME: \_\_\_\_\_

ADDRESS: **SCHULMAN, WIEGMANN & ASSOCIATES**  
**CERTIFIED SHORTHAND REPORTERS**  
**NEW MARKET CROSSINGS**  
**216 STELTON ROAD, SUITE C-1**  
**PISCATAWAY, NEW JERSEY 08854**

PRINTED NAME: BARRY J. WIEGMANN

Handwritten Signature: [Signature]

DATE: 3-15-18



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** SCHULMAN, WIEGMANN & ASSOCIATES, P.A.

**Trade Name:**

**Address:** 216 STELTON ROAD SUITE C-1  
PISCATAWAY, NJ 08854-3284

**Certificate Number:** 0088444

**Effective Date:** March 26, 2001

**Date of Issuance:** March 16, 2018

**For Office Use Only:**

20180316104815258

**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 <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER		3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY  7	
4. COMPANY NAME SCHULMAN, WIEGMANN & ASSOCIATES, INC.				
5. STREET 216 STELTON ROAD, SUITE C-1	CITY PISCATAWAY	COUNTY MIDDLESEX	STATE NJ	ZIP CODE 08854
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) NONE				
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 8				
10. PUBLIC AGENCY AWARDED CONTRACT				
COUNTY OF MORRIS MORRISTOWN MORRIS NJ 07963				
Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER	

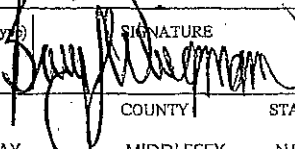
**SECTION B - EMPLOYMENT DATA**

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													
Professionals													
Technicians													
Sales Workers													
Office & Clerical									1				6
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.												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 MO. DAY YEAR 01 15 2010
13. DATES OF PAYROLL PERIOD USED From: OCTOBER 1, To: DECEMBER		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) BARRY J. WIEGMANN	SIGNATURE 	TITLE PRESIDENT/OWNER	DATE MO DAY YEAR 12 15 2017		
17. ADDRESS NO. & STREET 216 STELTON ROAD, SUITE C-1	CITY PISCATAWAY	COUNTY MIDDLESEX	STATE NJ	ZIP CODE 08854	PHONE (AREA CODE, NO., EXTENSION) 732 - 752 - 7800

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

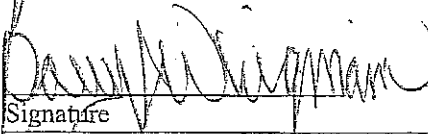
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

## Part I - Vendor Information

Vendor Name:	<b>SCHULMAN, WIEGMANN &amp; ASSOCIATES CERTIFIED SHORTHAND REPORTERS</b>
Address:	<b>NEW MARKET CROSSINGS</b>
City:	<b>216 STELTON ROAD, SUITE C-1 PISCATAWAY, NEW JERSEY 08854</b>

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

 **BARRY J. WIEGMANN** **CCR/OWNER**  
Signature Printed Name Title

## Part II - Contribution Disclosure

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

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
BARRY J. WIEGMANN	FRIENDS OF MITCHELL	9-2017	\$2500

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

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

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that SCHULMAN WIEGMANN ASSOC (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 SCHULMAN WIEGMANN 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: SCHULMAN WIEGMANN ASSOCIATES

Signed: [Signature] Title: CCR/OWNER

Print Name: BRADY J. WIEGMANN Date: \_\_\_\_\_

Subscribed and sworn before me  
this 15 day of MARCH, 2018.  
My Commission expires:

[Signature] **SEAN SHARRY**  
(Affiant) Notary Public of New Jersey  
My Commission Expires 2/28/2020  
(Print name & title of affiant) (Corporate Seal)

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

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

**Part I – Vendor Affirmation**

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

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
BARRY J. WIEGMANN	217 MONROE AVE BELLE MEAD, NJ 08502

**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: SCHULMAN WIEGMANN ASSOCIATES  
 Signature of Affiant: [Handwritten Signature] Title: CO-OWNER  
 Printed Name of Affiant: BARRY J. WIEGMANN Date: \_\_\_\_\_

Subscribed and sworn before me this 15 day of MARCH, 2018.

**SEAN SHARRY**  
 Notary Public of New Jersey  
 My Commission Expires 2/28/2020

[Handwritten Signature]  
 (Witnessed or attested by)  
 \_\_\_\_\_  
 (Seal)

My Commission expires:

**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):

BARRY J. WIEGMANN

Representative's Signature:

[Handwritten Signature]

Name of Company:

SCHULMAN WIEGMANN + ASSOCIATES

Tel. No.:

732-752-7800

Date:

3-15-18

**SCHULMAN, WIEGMANN & ASSOCIATES**  
**CERTIFIED SHORTHAND REPORTERS**  
**NEW MARKET CROSSINGS**  
**216 STELTON ROAD, SUITE C-1**  
**PISCATAWAY, NEW JERSEY 08854**



**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 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: BARRY J. WIEGMANN  
Representative's Signature: [Signature]  
Name of Company: SCHULMAN & WIEGMANN & ASSOCIATES  
Tel. No.: 732-752-7800 Date: 3-15-18

**SCHULMAN, WIEGMANN & ASSOCIATES**  
**CERTIFIED SHORTHAND REPORTERS**  
**NEW MARKET CROSSINGS**  
**216 STELTON ROAD, SUITE C-1**  
**PISCATAWAY, NEW JERSEY 08854**

**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 : SCHULMAN, WIEGMANN & ASSOCIATES  
CERTIFIED SHORTHAND REPORTERS  
Address : NEW MARKET CROSSINGS  
216 STELTON ROAD, SUITE C-1  
Telephone No. : PISCATAWAY, NEW JERSEY 08854 732-752-7800  
Contact Name : BARRY J. WIEGMANN

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

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

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

Business Name: SCHULMAN, WIEGMANN & ASSOCIATES  
CERTIFIED SHORTHAND REPORTERS  
NEW MARKET CROSSINGS  
Address: 216 STELTON ROAD, SUITE C-1  
PISCATAWAY, NEW JERSEY 08854  
Telephone No.: 732-752-7800  
Contact Name: BARRY J. WIEGMANN

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned  
Business (MWBE)

Woman Owned business (WBE)

Neither

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

DIVISION OF PURCHASING COPY

Certification 33554

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

### RENEWAL

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

SCHULMAN, WIEGMANN & ASSOCIATES  
216 STELTON ROAD, SUITE C-1  
PISCATAWAY NJ 08854



*Ford M. Scudder*

FORD M. SCUDDER  
State Treasurer

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

City Clerk File No. Res. 18-316

Agenda No. 10.Y

Approved: MAR 28 2018

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MARK CONSTRUCTION, INC., FOR THE ENGINE COMPANY #15 - RENOVATIONS, PROJECT NO. 2015-018 FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE

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

**WHEREAS**, the City of Jersey City's (City) Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. publicly advertised bids for **The Engine Company #15 - Renovations, Project No. 2015-018** for the Department of Administration/Division of Architecture pursuant to specifications and bids thereof; and

**WHEREAS**, pursuant to public advertisement the City received **(13) bids**, the lowest bid being that from Brunswick Builders LLC, however, the bid was non-responsive, therefore, rejected, the second lowest bid being that from Three Sons Restoration LLC, however, the bid was non-responsive, therefore, rejected; therefore, the bid should be awarded to the next responsible bidder, that from **Mark Construction, Inc., 81 Lester Street, Suite 2, Wallington, New Jersey 07057**, in the total bid amount of **One Million, Seven Hundred Thirty Two Thousand, Five Hundred Eighty (\$1,732,580.00) Dollars**; and

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

**WHEREAS**, the total encumbrance amount of **One Million, Seven Hundred Thirty Two Thousand, Five Hundred Eighty (\$1,732,580.00) Dollars** is available in **Capital Acct #04-215-55-109-990, Acct #04-215-55-140-990 and Acct #04-215-55-943-990**; and

#### **Dept. of Administration/Division of Architecture**

Acct. No.	P.O. #		Amount
04-215-55-109-990	128628	Capital Acct	\$1,000,000.00
04-215-55-140-990	128630	Capital Acct	\$514,286.88
04-215-55-943-990	128629	Capital Acct	\$218,293.12
		<b>Total Contract</b>	<b>\$1,732,580.00</b>
04-215-55-943-990	128624	Capital Contingency	\$259,887.00
		<b>Total Encumbrance</b>	<b>\$1,992,467.00</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.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Mark Construction, Inc.**, 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

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

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MARK CONSTRUCTION, INC., FOR THE ENGINE COMPANY #15 - RENOVATIONS, PROJECT NO. 2015-018 FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE**

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

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

Dept. of Administration/Division of Architecture

Acct. No.	P.O. #		Amount
04-215-55-109-990	128628	Capital Acct	\$1,000,000.00
04-215-55-140-990	128630	Capital Acct	\$514,286.88
04-215-55-943-990	128629	Capital Acct	\$218,293.12
		<b>Total Contract</b>	<b>\$1,732,580.00</b>
04-215-55-943-990	128631	Capital Contingency	\$259,887.00
		<b>Total Encumbrance</b>	<b>\$1,992,467.00</b>

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

PF/pc  
3/16/18

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

APPROVED AS TO LEGAL FORM

R.R.  
3-19-18

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

BA 1st Asst.  
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3-28-18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY		ABSENT		YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MARK CONSTRUCTION INC. FOR THE ENGINE CO. #15 - RENOVATIONS, PROJECT NO. 2015-018 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE.

**Project Manager**

Department/Division	Administration	Architecture
Name/Title	Brian F. Weller, L.L.A.	Director
Phone/email	(201) 547-5900	wellerb@jcnj.org

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

**Contract Purpose**

There exist a need to make major renovations at Engine Co. #15 – 200 Sip Avenue. Bids were received on November 30, 2017 at the Division of Purchasing. Thirteen (13) Bids were received.

Brunswick Builders LLC	\$ 1,418,713.00 - Non-Responsive
Three Sons Restoration, LLC	\$ 1,690,500.00 - Bid Rejected
Mark Construction Inc.	\$ 1,732,580.00
Reliable NYC, LLC	\$ 1,806,550.00
Cypreco Industries, Inc.	\$ 1,851,867.00
Emerald Contracting Corp	\$ 1,914,090.00
Unimak, LLC	\$ 2,006,750.00 - Bid Rejected
Frantoski Construction	\$ 2,036,700.00
Drill Construction	\$ 2,121,000.00
Precision	\$ 2,188,500.00
Brockwell and Carrington Contractors Inc.	\$ 2,320,000.00
Alna Construction Corp	\$ 2,548,000.00
M & M Construction	\$ 2,911,050.00

General Capital Buildings Accounts	
04-215-55-109-990	\$ 1,000,000.00
04-215-55-140-990	\$ 514,286.88
04-215-55-943-990	\$ 218,293.12
04-215-55-943-990	\$ 259,887.00 (15% Con.)
	\$ 1,992,467.00

Contract term (include all proposed renewals)

Approximately 365 days after contract award

Type of award

If "Other Exception", enter type

The awarding resolution has been drafted by the Division of Purchasing.

I certify that all the facts presented herein are accurate.

*Brian Weller*  
 Signature of Division Director 3-16-18  
Date

ab *Raquel Torado RPPS*  
*Jon Peter Felgado CPA*  
 Director of Purchasing 3/19/18



CITY OF JERSEY CITY  
DIVISION OF PURCHASING

394 CENTRAL AVENUE, 3RD FLOOR | JERSEY CITY, NJ 07307  
P: 201 547 5155/5156



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

PETER FOLGADO  
DIRECTOR OF PURCHASING, OPA, RRPO

Via Electronic & Regular Mail

January 31, 2018

Mr. Sakina Tayebali, Owner  
Brunswick Builders, LLC  
P.O. Box 7315  
East Brunswick, NJ 08816

**SUBJECT:** Engine Co. #15 - Renovations  
Project No. 2015-018  
Bid Reception date: 11/30/17  
Re: Insufficient Documents

Dear Mr. Tayebali:

This project includes structural steel work. Page P-10 of the bids specifications required that if Brunswick Builders, LLC ("Brunswick") intended to use a subcontractor to perform the structural steel work, then the name of the subcontractor needed to be listed on page P-10 of Brunswick's bid proposal. See N.J.S.A. 40A:11-15. Brunswick's bid proposal did not list a structural steel subcontractor. At some point after the bid reception, Brunswick advised the City of Jersey City ("City") that it intended to perform the structural steel work with its own employees.

In three different letters dated January 8, 18, and 22, 2018, Brian Weller, the City's Director of the Division of Architecture requested that Brunswick provide the City with the following information: 1) the employee's welding certificate, 2) proof that this employee was employed by Brunswick on the date of the bid reception, and 3) information regarding previous jobs where Brunswick performed structural steel work.

Mr. Weller's letter of January 22, 2018 advised that if the requested documents and information were not provided to the City within forty-eight (48) hours, the City would consider Brunswick's bid proposal to be non-responsive. It is now seven (7) days past the deadline. Since Brunswick has not provided the requested documents and information, the City is rejecting Brunswick's bid proposal.

Very truly yours,

Peter Folgado, Director

c: Brian Weller, Director, Division of Architecture

WWW.JERSEYCITYNJ.GOV





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** : March 16, 2018

**TO** : Peter Folgado, Purchasing Director

**FROM** : Robert Kakeski, Business Administrator

**SUBJECT** : Engine Co. #15 - Renovations  
Project No. 2015/018  
Re: Contract Award

---

Please be advised, after careful and thorough review of the bids, I recommend that the contract be awarded to the third low bidder:

Mark Construction, Inc.  
81 Lester Street, Suite 2  
Wallington, New Jersey 07057

Please proceed and utilize the following requisitions listed below. Kindly draft the awarding resolution for the March 14, 2018 Council Meeting.

The project is funded by General Capital Parks Account please encumber as follows:

<u>Purchase Requisition #</u>	<u>Account #</u>	<u>Amount</u>
R0180363	04-215-55-109-990	\$1,000,000.00
R0183051	04-215-55-???-990	\$ 514,286.88
R0183044	04-215-55-943-990	\$ 218,293.12
R0183045	04-215-55-933-990	<u>\$ 259,887.00 (15% Contingency)</u>
		\$1,992,467.00

If you have any questions, please do not hesitate to call.

**Attachments**

c: Brian F. Weller, Director, Division of Architecture  
Raquel Tosado, Contractor Manager  
Paola Campbell, Purchasing Assistant



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE  
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305  
P: 201 547 5900



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

MEMORANDUM

**DATE** : March 16, 2018  
**TO** : Robert Kakoleski, Business Administrator  
**FROM** : Brian F. Weller, L.L.A., A.S.L.A., Director *(BW)*  
**SUBJECT** : Engine Co. #15 - Renovations  
Project No. 2015-018

We have reviewed the bids received on November 30, 2017 at the Division of Purchasing at 11:00 a.m. and recommend award to the third low bidder, Mark Construction, Inc.

Brunswick Builders LLC	\$ 1,418,713.00 - Non-Responsive
Three Sons Restoration, LLC	\$ 1,690,500.00 - Bid Rejected
Mark Construction Inc.	\$ <b>1,732,580.00</b>
Reliable NYC, LLC	\$ 1,806,550.00
Cypreco Industries, Inc.	\$ 1,851,867.00
Emerald Contracting Corp	\$ 1,914,090.00
Unimak, LLC	\$ 2,006,750.00 - Bid Rejected
Frankoski Construction	\$ 2,036,700.00
Drill Construction	\$ 2,121,000.00
Precision	\$ 2,188,500.00
Brockwell and Carrington Contractors Inc.	\$ 2,320,000.00
Alna Construction Corp	\$ 2,548,000.00
M & M Construction	\$ 2,911,050.00

The project is funded by General Buildings Account please encumber as follows:

<u>Purchase Requisition #</u>	<u>Account #</u>	<u>Amount</u>
R0180363	04-215-55-109-990	\$ 1,000,000.00
R0183051	04-215-55-140-990	\$ 514,286.88
R0183044	04-215-55-943-990	\$ 218,293.12
R0183045	04-215-55-943-990	\$ <u>259,887.00</u> (15% Con.)
		\$ 1,992,467.00

Division of Architecture formally requests that we make a recommendation to award this important project for the community.

ab  
Attachments

c: Peter Folgado, Purchasing Director  
Raquel Tosado, Contractor Manager  
Paola Campbell, Purchasing Assistant



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE  
PUBLIC WORKS COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305  
P: 201 547 5900 | F: 201 547 5806



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : March 16, 2018

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director *BFW*

SUBJECT : Engine Co. #15 Renovation  
Project No. 2015-018

Attached for your consideration is the Resolution authorizing the award of a contract to Mark Construction for the Engine Co. # 15 - Renovation project. The work consists of the following to repair damages from accident:

1. Minor brick replacements at exterior facade;
2. Replacement of all exterior windows and doors, and masonry openings re-configurations as indicated or required;
3. Repointing of all exterior brick and stone;
4. Complete renovation of interior spaces, including:
  - a. Addition of stairs;
  - b. Replacement/upgrading of mechanical and electrical infrastructure;
  - c. Replacement of concrete slabs at first floor;
  - d. New toilet rooms and kitchen
5. Replacement of apparatus bay drive apron; and
6. Installation of decorative ceiling tile (stamped metal ceilings) in apparatus room.

If you need any additional information, please do not hesitate to call.

ab

BID PROPOSAL  
Continued

TOTAL BASE BID PRICE:

The Bidder agrees to perform and provide all labor, materials, equipment and services required to complete all work as described in the Specifications and shown on the Drawings for the Lump Sum Price of:

\$ 1,597,000.00  
(In Writing)

ONE MILLION FIVE HUNDRED NINETY SEVEN THOUSAND DOLLARS  
(In Figures)

UNIT PRICES:

The Specifications and Drawings represent the Base Bid, and contain specific quantities of work based on good faith estimates. If during project construction, the quantities contained in the specifications and drawings are exceeded, payment for excess quantities shall be based on the prices set forth below:

**Item No. 1:** Unforeseen excavation and replacement with engineered fill in accordance with Section 312000 - Earth Moving

15 C.Y. @ \$ 72.00 Per C.Y. for a Total Cost of \$ 1,080.00  
(Unit Price in Figures) (Total Cost Item 1 in Figures)

15 C.Y. @ SEVENTY TWO DOLLARS  
(Write Unit Price)

Per C.Y. for a Total Cost of: ONE THOUSAND AND EIGHTY DOLLARS  
(Write Total Cost - Item No. 1)

**Item No. 2:** Rock removal in accordance with Section 312000 - Earth Moving. Removal shall be based on line drilling method.

30 C.Y. @ \$ 650.00 Per C.Y. for a Total Cost of \$ 19,500.00  
(Unit Price in Figures) (Total Cost Item 2 in Figures)

30 C.Y. @ SIX HUNDRED FIFTY DOLLARS  
(Write Unit Price)

Per C.Y. for a Total Cost of: NINETEEN THOUSAND FIVE HUNDRED DOLLARS  
(Write Total Cost - Item No. 2)

BID PROPOSAL  
Continued

**Item No. 3:** Brick replacement in accordance with Section 042000 - Brick and Cast Stone Replacement. If additional quantities are needed which results in a Change Order, Contractor will honor Unit Price as herein stated.

1300 S.F. @ \$ 50.00 Per S.F. for a Total Cost of \$ 65,000.00  
(Unit Price in Figures) (Total Cost Item 3 in Figures)

1300 S.F. @ FIFTY DOLLARS  
(Write Unit Price)

Per S.F. for a Total Cost of: SIXTY FIVE THOUSAND DOLLARS  
(Write Total Cost - Item No. 3)

The Unit Price bid shall cover all costs of whatever nature, incidental to that item. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, material, equipment, transportation and all else necessary to execute the Contract, and all incidental expenses in connection therewith, including all costs on account of loss by damage or destruction encountered for settlement of damages, and including all cost for replacement of defective materials.

The Estimate of material quantities specified is approximate only and is given solely to be used as a uniform basis for comparison of basis. The minimum quantity for any item shall be zero (0). The maximum quantity shall be as stated in the Bid Proposal for each item.

Should the final quantity be less than the maximum quantity stated in the Bid Proposal for any item, the Supplier shall have no claim for loss incurred by him/her for commitments made by him/her in anticipation of the work contemplated, or for loss of anticipated profits, or for work done prior to his/her having been authorized to proceed therewith.

**GRAND TOTAL BID PRICE:** (Total Base Bid Price Plus Total Cost for Item Nos. 1, 2 and 3)

\$ 1,682,580.00  
(In Writing)

ONE MILLION SIX HUNDRED EIGHTY TWO THOUSAND FIVE HUNDRED EIGHTY DOLLARS  
(In Figures)

The Contract will be awarded based on the Grand Total Bid Price. However, it is understood that the Total Cost for quantities are based upon a good faith estimate of the quantity of materials needed; therefore, the actual contract price, which cannot be determined until the completion of the project may be a sum either greater than or less than the Grand Total Bid Price above in accordance with the above Unit Price(s).

## **PROCEDURE FOR ALTERNATE BIDS**

Each bidder shall submit on the Proposal Form, Alternate Bids stating the difference in price, additions to or deductions from the Base Bid for the substitution, omission, or addition of the following materials, items or construction from that shown and specified.

Each bidder shall carefully check the Drawings and Specifications to determine the extent of each Alternate Bid required.

Alternate Bids shall include all overhead and profit applicable thereto.

Alternate Bids shall reflect the increase or decrease in cost of all work of every name and nature which may be affected thereby and not subsequent claims for extras by reason of the Contractor's failure to observe this requirement will be considered.

Except as otherwise described or approved, materials and workmanship of the Alternate Bids shall conform to the requirements specified under the various Sections of the Specifications for similar items of work.

Where methods of construction, materials, finishes or details of installation required by the various Alternate Bids differ from the requirements shown on drawings or specified for corresponding items, the Alternate construction, material, etc., will be subject to approval by the Architect.

The Contractor shall submit shop drawings and samples for the work under each accepted Alternate Bid for approval in conformance with general conditions.

BID PROPOSAL  
Continued

**SCHEDULE OF PRICES**  
**(FOR ALTERNATES)**

**ALTERNATES:**

Indicate below the amount that will be added to or deducted from the lump sum base bid for each of the following alternates, if any are accepted by the City:

**ALTERNATE #A:**

(Add  or Deduct ) please indicate with a check mark.

**ALTERNATE #A: TIN CEILING TILE IN APPARATUS ROOM**

Under this Alternate: The bidder agrees to install decorative tin ceiling tiles in the apparatus room as specified in Section 095616 Stamped Metal Ceilings. (See details at the end of the section).

\$ 50,000.00  
(Alternate #A - In Figures)

FIFTY THOUSAND  
(Alternate #A - In Writing)

**Additional calendar days added to the contract time period: 7 Days**

**TOTAL PRICE FOR GRAND TOTAL BID PRICE PLUS ALTERNATE A.**

\$ 1,732,580.00  
(Price in Figures)

\$ ONE MILLION SEVEN HUNDRED THIRTY TWO THOUSAND FIVE HUNDRED EIGHTY.  
(Price in Words, Dollars and Cents)

\*NOTE: If the Grand Total Bid Price is within the amount of funds available to finance the Contract and the City wishes to accept Bids on the Alternate(s), then the Contract award will be made to that responsible Bidder submitting the lowest combined Bid, consisting of the Grand Total Bid Price plus Alternate Bid (s) (applied in the alphabetical order in which they are listed in the Schedule of Prices). Under this procedure, if the City wishes to award on only the Grand Total Bid Price, then the Contract will be awarded to that responsible Bidder submitting the lowest Grand Total Bid Price.

05/28/14

Taxpayer Identification# )

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:  
MARK CONSTRUCTION, INC.

TRADE NAME:

ADDRESS:  
81 LESTER STREET STE 2  
WALLINGTON NJ 07057  
EFFECTIVE DATE:

SEQUENCE NUMBER:

0600183

11/05/92

ISSUANCE DATE:

05/28/14



Director  
New Jersey Division of Revenue

FORM-BRC

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

609-292-9292





# New Jersey Division of Revenue

Revenue NJBGS

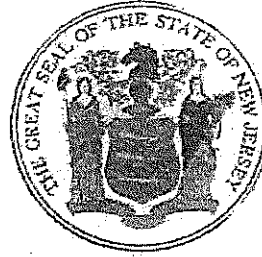
## On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0600183 FOR MARK CONSTRUCTION, INC. IS VALID.

VERIFIED  
PC

Certificate Number  
616361

Registration Date: 08/07/2016  
Expiration Date: 08/06/2018



# State of New Jersey

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

## Public Works Contractor Registration Act

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

**2016**  
Mark Construction, Inc.

Responsible Representative(s):

Kazimierz Mroczek, President

*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.

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

## INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-DEC-2013** to **15-DEC-2020**



MARK CONSTRUCTION INC.  
25 MONTGOMERY AVE  
MONTGOMERY

NJ 07045

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

Andrew P. Sldamon-Eristoff  
State Treasurer

EXHIBIT B (4 of 4)

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

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

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

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

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

EXHIBIT B

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

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

Representative's Name/Title (Print): KAZIMIEZ MROCEK, PRESIDENT

Representative's Signature: *Kazimierz Mrocek*

Name of Company: MARK CONSTRUCTION, INC. Tel. No. 973-263-5884 Date: 11.30.17

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

The contractor and the CITY of YPSILON 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: KAZIMIERZ MROCZEK, PRESIDENT  
Representative's Signature: [Signature]  
Name of Company: MARK CONSTRUCTION, INC  
Tel. No.: 973-263-5284 Date: 11.30.17

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name : MARK CONSTRUCTION, INC  
Address : 81 LESTER STREET, SUITE 2, WALLINGTON, NJ 07057  
Telephone No. : 973-263-5884  
Contact Name: KAZIMIERZ MROCEK

Please check applicable category :

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

Definitions:

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name : MARK CONSTRUCTION, INC.

Address : BILLESTER STREET, SUITE 2, WALLINGTON, NJ 07057

Telephone No. : 973-263-5884

Contact Name: KAZIMIERZ MROCEK

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions:

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

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

Project: ENGINE COMPANY #15 RENOVATION # 2015-018

Contractor: MARK CONSTRUCTION, INC Bid Amt. \$ TBD

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

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
PLUMBING	140,000.00			✓ SEE
HVAC	150,000.00			✓ SEE
ELECTRICAL	180,000.00			✓ SEE
STEEL	50,000.00			✓ SEE

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

CONTINUED ON NEXT PAGE



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

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

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

Project: ENGINE COMPANY #15 RENOVATIONS# 2015-018

Contractor: MARK CONSTRUCTION, INC Bid Amt. \$ TBD

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

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
PLUMBING	140,000.00			✓ SBE
HVAC	150,000.00			✓ SBE
ELECTRICAL	180,000.00			✓ SBE
STEEL	50,000.00			✓ SBE

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

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY

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

Trade	Contractor Name & Address	Approx \$ Value	Minority or Woman Owned Business		
			Check appropriate column		
			Minority	Woman	Neither
PLUMBING	BROOKS MECHANICAL 115-119 EAST PEARL STREET PATERSON, NJ	140,000.00			✓ SBE
HVAC	PHOENIX HVAC 642 OUTWATER LANE Lodi, NJ	150,000.00			✓ SBE
ELECTRICAL	WOTCHIK ELECTRIC 288 W. RAILWAY AVE PATERSON, NJ	180,000.00			✓ SBE
STEEL	HIGH POINT ARCHITECTURAL 34 BROOKSIDE AVE HACKETTSTOWN, NJ	50,000.00			✓ SBE

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?  
SEND BID INVITE TO VENDORS RESEARCHED ON  
NJSAVI DATABASE

Name of Contractor

By: Signature Kazimierz Mroczek

Type or print name/title: KAZIMIERZ MROCZEK, PRESIDENT

Telephone No: 973-263-5884 Date 11.30.17

For City Use:

Acceptable M/W Business Participation levels for this Project: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

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

Trade	Contractor Name & Address	Approx. \$ Value	To Minority or Woman Owned Business		
			Check appropriate column		
			Minority	Woman	Neither
PLUMBING	BROOKS MECHANICAL 15-19 EAST 13TH STREET PATERSON, NJ	140,000.00			✓ SBE
HVAC	PHENIX HVAC 642 OUTWATER LANE LIDL, NJ	150,000.00			✓ SBE
ELECTRICAL	WOYCHIK ELECTRIC 2838 W. FAIRWAY AVE PATERSON, NJ	180,000.00			✓ SBE
STEEL	HIGH POINT ARCHITECTURAL 34 BRIDGE AVE HICKLETTS PLUM, NJ	50,000.00			✓ SBE

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?  
SENDS BID INVITE TO VENDORS RESEARCHED ON  
NJSAMI DATABASE

Name of Contractor

By: Signature Kazimierz Mroczek

Type or print name/title: KAZIMIERZ MROCZEK, PRESIDENT

Telephone No: 973-263-5084 Date 11.30.17

For City Use:

Acceptable M/W Business Participation levels for this Project: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

PURCHASING COPY

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

City Clerk File No. Res. 18-317

Agenda No. 10.Z



## WITHDRAWN

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GENE'S LANDSCAPING INC. FOR FERTILIZING, SEEDING, AND AERATION THROUGHOUT VARIOUS JERSEY CITY PARKS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE**

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

**WHEREAS**, there exists a need for fertilizing, seeding and aeration at various parks throughout the City of Jersey City (City); and

**WHEREAS**, in conformity with N.J.S.A. 40A:11-6.1(a) the City of Jersey City ("City") solicited three quotes, including one from Gene's Landscaping Inc., 13 Edgebrook Lane, Almont, New York 10952 in the total amount of thirty nine thousand, six hundred dollars (\$39,600.00); and

**WHEREAS**, the Purchasing Director believes the proposal of Gene's Landscaping Inc., attached hereto, to be most advantageous, price and other factors considered; and

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

**WHEREAS**, the Director of the Division of Park Maintenance has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

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

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

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

**WHEREAS**, funds in the amount of \$3,000.00 are available in the Operating Account.

Account	PO #	Total Contract	Temp Encumbrance
01-201-28-375-312	128529	\$39,600.00	\$3,000.00

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

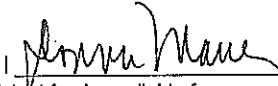
1. A contract award to Gene's Landscaping Inc. in the amount of \$39,600.00 for fertilizing, seeding and aeration at various parks is authorized.
2. The term of the contract shall be effective March 29, 2018 through November 30, 2018.
3. Upon certification by an official or employee of the City authorized to administer the contract met, the services have been performed and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(Continue on page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GENE'S LANDSCAPING INC. FOR FERTILIZING, SEEDING, AND AERATION THROUGHOUT VARIOUS JERSEY CITY PARKS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE**

4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this resolution.
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2018 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2018 fiscal year permanent budget.

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

Account	PO #	Total Contract	Temp Encumbrance
01-201-28-375-312	128529	\$39,600.00	\$3,000.00

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

March 14, 2018  
 Date

PF/pv/RR  
 3/14/18

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
 Business Administrator Corporation Counsel

Certification Required

**WITHDRAWN**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												3.28.18
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	
RIDLEY				YUN				RIVERA				
PRINZ-AREY				SOLOMON				WATTERMANN				
BOGGIANO				ROBINSON				LAVARRO, PRES				

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

*RR  
 3-14-18*

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GENE'S LANDSCAPING INC. FOR FERTILIZING, SEEDING, AND AERATION THROUGHOUT VARIOUS JERSEY CITY PARKS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE.**

**Project Manager**

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

- ↓ To provide fertilizers at various locations.
- ↓ Includes limestone grass seed and aeration.
- ↓ All materials and labor provided.
- ↓ DPW spent about \$39,000.00 in 2017.

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

01-201-28-375-312 (Parks operating)  
Contract Amount=\$39,600.00  
Temp. Encumbrancy =\$3,000.00

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

Contract is valid only through December 31, 2018.

**Type of award**

Non Fair and Open

If "Other Exception", enter type  
Additional Information

- Three (3) quotes received:
- ↓ Gene's Landscaping for \$39,600.00
  - ↓ Green Laws Plus for \$48,645.00
  - ↓ National Lawn and Equipment for \$49,300.00

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

3/13/18

Signature of Purchasing Director

Date

3/15/18


## DETERMINATION OF VALUE CERTIFICATION

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

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

Date

3/13/18

  
Patrick G. Stamato, DPW Director



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** GENE'S LANDSCAPING INC.

**Trade Name:**

**Address:** 50 LINDEMANN AVE  
CLOSTER, NJ 07624

**Certificate Number:** 0520233

**Effective Date:** March 17, 1987

**Date of Issuance:** March 13, 2018

**For Office Use Only:**

20180313112456143



GENE'S LANDSCAPING  
13 Edgebrook lane  
Airmont N.Y. 10952  
845-368-3143  
Cell- 201-538-8451

Proposal

2018 Fertilizer , limestone Grass seed and Aeration for various locations  
(see attached)  
March 1<sup>st</sup> through November 30<sup>th</sup> 2018

- 1-Bayside
- 2- Benson Park
- 3-Berry Lane Field
- 4-Roberto Clemente LL
- 5-Cochrane Stadium Caven Point complex
- 6-Gateway Park complex
- 7-Enos Jones includes Franco Field
- 8-Lincoln Park West
- 9-Pershing field
- 10-Metro Field
11. Roberto Clemente sports complex

proposal 39,600.00

Sincerely

Gene Fox  
Genes Landscaping Inc

## GREEN LAWNS PLUS

441 State Highway Rt. 17 North  
Mahwah N.J. 07430

January 24 2018

Mr. Ocasio,

Quote for proposed chemicals and seed for 2018  
Applications from March 1 through November 30th

5 applications of fertilizer, on all areas as in below  
1 application of crab grass preventer on all areas  
plug and seed all areas  
1 application of limestone

The following sports areas  
Bayside, Berry lane, Benson Park, Roberto Clemente and Roberto  
clement Little league, Cochrane stadium complex, Gateway park, Enos  
Jones Franco field, Lincoln park west, Pershing field and metro field.

All material and Labor 48,645.00

Thank you

Green Lawns Plus

# INVOICE

## NATIONAL LAWN & EQUIPMENT

305 Island Road  
 Mahwah, New Jersey 07430  
 Tel: 201-034-5454 • Fax: 201-934-8920

DATE: 1/20/18

INV. No.: \_\_\_\_\_

REF.: \_\_\_\_\_

TO: Mr Ocasim  
Dept of Forest  
Perky city NJ. 07305



Lawn & Garden Supplies  
 Equipment Sales, Parts & Repairs

Quantity	Description	Unit Price	AMOUNT
	<u>Project</u>		
	Follow Locators: Bayside, Benson, Berry Lane;		
	Roberts Clemons, Roberts Clemons Little League,		
	Caver Road, Gateway complex, Enos Jones Franco Field		
	Lincoln Park west, Pershing field, metro field.		
5	Application of fertilizer on all areas		
1	Application of crabgrass preventer		
	Plug, seeds, seed all areas		
1	Application of Lime.		
	all material + labor		49,300. <sup>00</sup> / <sub>100</sub>
	DEPOSIT		
	BALANCE		

TOTAL

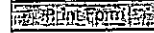


## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0520233 FOR GENE'S LANDSCAPING INC. IS VALID.



STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY

Division of Public Contracts Equal Employment Opportunity Compliance

**DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST**

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

SECTION A - COMPANY IDENTIFICATION

1. FID, NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE
	13VH05755100	2/03/2017	7/31/2018

3. COMPANY NAME

Gene's Landscaping Inc

4. STREET	CITY	COUNTY	STATE	ZIP CODE
13 Edgemoor Ln	Almond	NJ	NJ	10932

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE

1. Lost Certificate  2. Damaged  3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO. DAY YEAR
Evgen Fox	<i>[Signature]</i>	President	02/06/2018

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

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

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN #:
----------------	----------------------------

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

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

ITEM 2 - Enter the Certificate Number that was assigned to your company, along with the Issue Date and Expiration Date (if available).

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

ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.

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

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

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

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

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

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

CA-20

SI 1121058

NOT AN  
ELECTRICIAN'S  
OR PLUMBERS  
LICENSE

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

THIS IS TO CERTIFY THAT THE  
Division of Consumer Affairs

HAS REGISTERED

GENE'S LANDSCAPING INC.  
Eugene Fox  
15 Edgebrook Lane  
Monsey NY 10952

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

New Jersey Office of the Attorney General  
Division of Consumer Affairs  
THIS IS TO CERTIFY THAT THE  
Division of Consumer Affairs  
HAS REGISTERED  
GENE'S LANDSCAPING INC.  
Home Improvement Contractor

NOT AN ELECTRICIAN'S OR PLUMBERS LICENSE  
VALID  
02/03/2017 TO 03/31/2018

SIGNATURE  
*[Signature]*  
DIRECTOR

13VH05755100  
License/Registration Certificate #

02/03/2017 TO 03/31/2018  
VALID

13VH05755100  
LICENSE REGISTRATION CERTIFICATION #

*[Signature]*  
DIRECTOR

Signature of Licensee/Registrant/Certificate Holder

PLEASE DETACH HERE  
IF YOUR LICENSE/REGISTRATION/  
CERTIFICATE ID CARD IS LOST  
PLEASE NOTIFY:  
Division of Consumer Affairs  
P.O. Box 46016  
Newark, NJ 07103

PLEASE DETACH HERE

GENE'S LANDSCAPING INC. EXPIRATION DATE 2018  
YOUR LICENSE REGISTRATION CERTIFICATE NUMBER IS 13VH 05755100 PLEASE USE IT IN ALL  
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS USE THIS SECTION TO REPORT ADDRESS  
CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED  
BELOW

Division of Consumer Affairs  
P.O. Box 46016  
Newark, NJ 07101

PRINT YOUR NEW ADDRESS OF RECORD BELOW  
YOUR ADDRESS OF RECORD IS THE ADDRESS THAT WILL PRINT ON  
YOUR LICENSE/REGISTRATION/CERTIFICATE AND IT MAY BE MADE  
AVAILABLE TO THE PUBLIC

PRINT YOUR NEW MAILING ADDRESS BELOW  
YOUR MAILING ADDRESS IS THE ADDRESS THAT WILL BE USED BY  
THE DIVISION OF CONSUMER AFFAIRS TO SEND YOU ALL  
CORRESPONDENCE

HOME   
BUSINESS

HOME   
BUSINESS

TELEPHONE  
INCLUDE AREA CODE

TELEPHONE  
INCLUDE AREA CODE

If the law governing your profession requires the current license/registration/certificate to be displayed, it should be displayed at your principal office or place of business.

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

CERTIFICATE NO. \_\_\_\_\_ DATES OF PAYROLL PERIOD USED: FROM \_\_\_\_\_ TO \_\_\_\_\_  
 NAME OF FACILITY: \_\_\_\_\_

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

Street: Greens Landscaping Inc City: Albany State: Ny ZIP Code: 10982

JOB CATEGORIES	MALES					FEMALES									
	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.			
OFFICIALS & MANAGERS															
PROFESSIONALS															
TECHNICIANS															
SALES WORKERS															
OFFICE & CLERICAL															
CRANFWORKERS															
OPERATIVES															
LABORERS															
SERVICE WORKERS															
TOTAL															

I certify that the information on this form is true and correct.  
 NAME OF PERSON COMPLETING FORM (Print or Type) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE SUBMITTED \_\_\_\_\_  
 LAST FIRST MI

Address (No. & Street) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (ZIP) \_\_\_\_\_ PHONE (AREA CODE, NO., EXTENSION) \_\_\_\_\_

Evera W Fox  
 13 Edgemoor Ln Albany NY 10982  
 2/6/18

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

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

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

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

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

Representative's Name/Title Print: J. Eugene Fox President  
Representative's Signature: [Signature]  
Name of Company: Green Landscape Inc.  
Tel. No.: 201-518-8951 Date: 7/6/18



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

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

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

Business Name : Gene Landscaping Inc  
Address : 13 Edgemoor Ln Newark NJ 07102  
Telephone No. : 201-534-8451  
Contact Name : Erin Fox

Please check applicable category:

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

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

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

Business Name: Green Landscapes Inc  
Address: 13 Edgemoor Ln NJ, Mont Nj 10902  
Telephone No.: 201-538-8401  
Contact Name: Eugene Fox

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

**PART I - Vendor Affirmation**

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

Signed: [Signature] Title: President

Print Name: Eugene Fox Date: 2/6/18

Subscribed and sworn before me  
this 6<sup>th</sup> day of February, 2018.  
My Commission expires: \_\_\_\_\_  
[Signature]  
(Affiant)  
James LeDe  
(Print name & title of affiant) (Corporate Seal)

JAMES LEDE  
Notary Public  
State of New Jersey  
My Commission Expires Oct. 14, 2020  
I.D.# 2334819

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

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](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): Eugen For President  
Representative's Signature: [Signature]  
Name of Company: Gene Landscaping Inc  
Tel. No.: 701-538 8411 Date: 5/6/11

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

**Part I - Vendor Affirmation**

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

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Lisa Fox	13 Edgemoor Ln Princeton NJ 08542
EUGENE FOX	" " " "
Jessie FOX	" " " "
Phyllis FOX	" " " "

**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: Gene Landscapes Inc  
 Signature of Affiant: [Signature] Title: President  
 Printed Name of Affiant: EUGENE FOX Date: 2-7-2018

Subscribed and sworn before me this 7 day of February, 2018

My Commission expires:

**FARANAK HADJI**  
 Notary Public  
 State of New Jersey  
 My Commission Expires June 10, 2020  
 I.D.# 58017549

[Signature]  
 Faranak Hadji  
 (Witnessed or attested by)  
 (Seal)



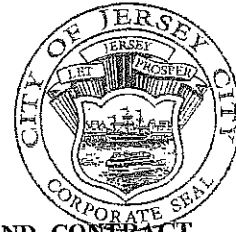


# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-318

Agenda No. 10.Z.1

Approved: MAR 28 2018



TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH DUNCAN HARDWARE INC. TO PROVIDE 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. 17-264, approved on March 22, 2017, awarded a one-year contract in the amount of \$178,357.28 to **DUNCAN HARDWARE INC.** 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 options to renew the contract for up to 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**, 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 March 23, 2018 and ending on March 22, 2019; and

**WHEREAS**, the contractor has been performing the services in an effective and efficient manner; and

**WHEREAS**, the total cost of the contract renewal is \$178,357.28; and

**WHEREAS**, funds in the amount of \$10,000.00 are available in the Division of Park Operating Account No. 18-01-201-28-375-210.

**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 INC.** for small tools and hardware supplies for the City of Jersey City (City), Department of Public Works Division of Park Maintenance;
- 2) The renewal contract is for a one-year period effective as of March 23, 2018, and the total cost of the contract shall not exceed \$178,357.28;
- 3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
- 4) Pursuant to N.J.A.C. 5:30-5.5(c) (2), the continuation of the contract after the expenditure of funds encumbered in 2018 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2018 fiscal year permanent budget and in the subsequent fiscal year budget.

(Continued on Page 2)



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**RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH DUNCAN HARDWARE INC. TO PROVIDE 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. 18-01-201-28-375-210** for payment of the above resolution.

Requisition # 0182957

Purchase Order # 128524

March 6, 2018

APPROVED: [Signature]  
Patrick G. Stamato, DPW Director  
APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature] BT Ass.  
Corporation Counsel

R.R.  
3-15-18

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.28.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY		ABSENT		YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH DUNCAN HARDWARE INC. TO PROVIDE SMALL TOOLS AND HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE.**

**Project Manager**

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

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

**Contract Purpose**

The purpose of this resolution is to provide:

- ✦ To provide small tools and hardware supplies.
- ✦ Open end contract renewal, 111 items.
- ✦ Such as blades, machine trimmers, tool set, generators, land mowers, etc.
- ✦ To be used at various City parks as needed.
- ✦ Duncan Hardware is a local Jersey City vendor.
- ✦ DPW spent about \$85,000.00 in 2017.

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

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

01-201-28-375-210 (Parks operating)  
 Contract Amount=\$178,357.28  
 Temp. Encumbrancy =\$10,000.00

Contract is valid only through March 22, 2019.  
 One option remaining to exercise for another year.

Type of award

If "Other Exception", enter type   
Additional Information

I certify that all the facts presented herein are accurate.  
  
 Signature of Department Director 3/6/18  
 Date

Signature of Purchasing Director Date

**BID SPECIFICATIONS FOR SMALL TOOLS AND HARDWARE SUPPLIES****BID PROPOSAL/DOCUMENTS****SMALL TOOLS AND HARDWARE SUPPLIES  
DPW/DIVISION OF PARK MAINTENANCE**

This contract will be awarded as an open-end contract. The minimum and the maximum quantities for each item are as stated below.

Vendor will bid on the maximum quantities

ITEM	QUANTITY	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
1.	0-12 Each	DIE-CUT High Speed Blades FELKER # DCH-350-S-582213 or Approved Equal	\$ 188.00	\$ 2,256.00
2.	0-64 Dozen	LEATHER PALM GLOVES- Gauntlet pattern -size. SEAL GLOVES # S29GKE or Approved Equal	\$ 44.00	\$ 2,816.00
3.	0-48 Each	AMERICAN PAD LOCKS KEYED ALIKE # H-11 or Approved equal (Key # to be furnished)	\$ 23.29	\$ 1,117.92
4.	0-36 Each	AMERICAN PAD LOCKS- Keyed differently # H 11 or Approved equal. Key # 138	\$ 23.08	\$ 830.88
5.	0-150 Each	100 LB. DRUM CALCIUM CHLORIDE PELLETS, 97 % CALCIUM CHLORIDE-WILL ACCEPT NO SUBSTITUTIONS.	\$ 37.88	\$ 5,682.00
6.	0-6 Cases	STIHL 2 CYCLE OIL MIX PINTS 48 PER CAS OR APPROVED EQUAL	\$ 88.00	\$ 528.00
7.	0-6 Cases	HOMELITE BAR & CHAIN OIL MIX Qts 12 per/case or approved equal.	\$ 48.00	\$ 288.00
8.	0-24 Each	RUBBER MAID BIG WHEEL TIL T'NROLL CART W/LID, 50 GAL. SIZE, W/8 RUBBER WHEELS # 3339 or approved equal.	\$ 74.00	\$ 1,776.00
9.	0-6 Cases	DISPOSABLE FACE MASKS 600/CS, 3M # 8500 or approved equal.	\$ 62.00	\$ 372.00
10.	0-12 Each	SAFETY CANS poly-type # 1 EAGLE # 1543, Colored, 5-gal or approved equal	\$ 29.00	\$ 348.00

ITEM	QUANTITY	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
		<i>Discount</i>		
11.	0-12 Each RED MAX BCZ 3060TS	GREEN MACHINE TRIMMERS MODEL # 4000J QUAD BLADE AND J-bar handle-40.5 gas 40.6cc Mitsubishi engine/6 "string head with 105" line, blade mounting hardware included for correct installation of accessory blades or approved equal	\$ 449 <sup>00</sup>	\$ 5,388 <sup>00</sup>
12.	0-12 Each RED MAX HTZ 2460	GREEN MACHINE HEDGE TRIMMERS, MODEL # 2600h, 30' SINGLE SIDED DLB RECIPROCATING BLADE, GAS 26.1CC Mitsubishi engine/30" blade cut up to 1" in diameter or approved equal	\$ 465 <sup>00</sup>	\$ 5,580 <sup>00</sup>
13.	0-24 BUNDLES	PROFESSIONAL OAK WOODEN TREE STAKES, 8FT. #2-629-12 PER BUNDLE OR APPROVED EQUAL	\$ 70 <sup>00</sup>	\$ 1,680 <sup>00</sup>
14.	0-3 EACH	INDUSTRIAL 160 PR. TOOL SET # SK 3 86031-1 OR APPROVED EQUAL	\$ 580 <sup>00</sup>	\$ 1,740 <sup>00</sup>
15.	0-3 CASES	HEAVY DUTY MASONRY TWINE, 24 ROLLS PER CASE, 50" LENGTH OR APPROVED EQUAL	\$ 39 <sup>00</sup>	\$ 117 <sup>00</sup>
16.	0-4 CASES	TREE PAINT, SNAP CUT # 790105, AEROSOL CANS OR APPROVED EQUAL	\$ 44 <sup>00</sup>	\$ 176 <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	\$ 152 <sup>00</sup>	\$ 456 <sup>00</sup>
19.	0-2 EACH	CENTER CUT BOLT CUTTERS, H. K. PORTER # 0390MC OR APPROVED EQUAL	\$ 129 <sup>00</sup>	\$ 258 <sup>00</sup>
20.	0-6 EACH	STRIPE MARKER (Super striper) w/windscreen & STRIPER MFD by Fox Valley or approved equal.	\$ 72 <sup>00</sup>	\$ 432 <sup>00</sup>
21.	0-6 EACH	COMPRESSION STRAYERS, GALVANIZES, TANK SIZE-3 GAL. ROOT LOWELL, # 1997 or approved equal.	\$ 28 <sup>00</sup>	\$ 168 <sup>00</sup>
22.	0-2 ROLLS	1/2 "X 600' safety climbing rope or approved equal.	\$ 480 <sup>00</sup>	\$ 960 <sup>00</sup>
23.	0-3 SETS	ALLEN WRENCH SETS-9 SQUARE DRIVE SOCKET BITS HOLO - KROMEL # 870 or approved equal	\$ 27 <sup>00</sup>	\$ 81 <sup>00</sup>

ITEM	QUANTITY	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
24.	0-3 SETS	ARMSTRONG MECHANIC WRENCH SET # 25-643 W/vial roll 14 pc size 3/8" to 1 1/8" 12 pt long pattern or approval equal.	\$ 240.00	\$ 720.00
25.	0-6 SETS	AMERICAN TOOL VISE GRIP # 10-CR Locking Pliers, curved jaws 10" length-1 7/8" Adj.Jaw or Approved equal.	\$ 9.40	\$ 56.40
26.	0-6 EACH	PROFESSIONAL POWER LOCK ROLLER-1" WIDE BLADE .30" LENGTH, STANLEY # 33-430 or approved equal	\$ 10.80	\$ 64.80
27.	0-6 EACH	HI - VIZ LINER FIBER GLASS MEASURING TAPE-100" X 1/2" # 706D or approved equal	\$ 11.00	\$ 66.00
28.	0-12 EACH	PROFESSIONAL WOOD HANDLE HAMMER-16" HANDLE LENGTH, STANLEY # 51-355 RIPPING CLAW or approved equal.	\$ 10.90	\$ 130.80
29.	0-12 EACH	UTILITY KNIVES-W/6" LENGTH HANDLE STANLEY # 10-099-99 OR APPROVAL EQUAL.	\$ 3.66	\$ 43.92
30.	0-4 EACH	ARROW OUTWARD CLINCH STAPLE GUN # T-50 OC-85 STAPLE ON .050" wire or approved equal.	\$ 21.00	\$ 84.00
31.	0-1	1/4 MAGNUM DRILL w/reversing trigger control 0-2000 rpm speed 5.5 amp motor-MLK WAUKEE # 2124-1 or approved equal.	\$	\$ 172.00
32.	0-1	1/2 MAGNUM DRILL w/ power tight keyless chuck and reversing trigger control 0-950 rpm speed, 5.5 amp motor-MIL WAUKEE # 0235-1 OR APPROVED EQUAL.	\$	\$ 178.00
32A	0-1	3/8 MAGNUM DRILL w/power tight keyless chuck & reversing trigger control 0-1200 rpm speed 5.5 am motor-MILWAUKEE 30225-1 or approved equal.	\$	\$ 172.00
33	0-2	MILWAUKEE 29 PIECE DRILL SET-HIGH SPEED STEEL SIZES 1/16" TO 1/2" X64 THS #48-89-0010 OR APPROVED EQUAL.	\$ 38.00	\$ 76.00
34	01	ALUMINUM EXTENSION LADDER -2 sections WERNER SERIES D 1100- # D1124-2X.3FT. OVERLAP -24" LENGTH or approved equal.	\$	\$ 179.00

ITEM	QUANTITY	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
35.	03-EACH 0-3	GOSPORT POLY TARP SIZE-12'X16' COLOR-BLUE 8/10 mil thickness-rustproof grommets every 3 feet or approval equal.	\$ 7 <sup>20</sup>	\$ 21.60
35.A	03-EACH 0-3	GOSPORT POLY TARPS- SIZE 20 ftx 30 ft color-blue 8/10 mil thickness-rustproof grommets every 3 ft. or Approved Equal.	\$ 19.00	\$ 57.00
35.B	03-EACH 0-3	GOSPORT POLY TAPS-Size 10ftx 12ft, blue, 8/10 mil thickness w rustproof grommet every 3 ft or approval equal.	\$ 4.50	\$ 13.50
35.C	03-EACH 0-3	GOSPORT POLY TARPS SIZE 40'X60', blue 8/10 mil thickness w/ rustproof grommets every 3 ft or APPROVED EQUAL.	\$ 74.00	\$ 222.00
36.	0-2 CASES	MOLDED RUBBER STRAPS -45 "LENGHT KEEPER # 06245 OR APPROVED EQUAL.	\$ 60.00	\$ 120.00
37.	0-36 EACH	GILMORE HEAVY DUTY RUBBER HOSES, 50'X3/4 " # inch ID or approved equal.	\$ 29.00	\$ 1,044.00
38.	0-36 EACH	HOSE NOZZLES-HEAVY DUTY-SHERMAN # LN 528C -solid metal w/rust proof brass valve/plastic casting or approved equal.	\$ 3.50	\$ 126.00
39.	0-2 EACH	PISTOL GRIP GREASE GUN-Lowell # 1133 or approved equal.	\$ 11.75	\$ 23.50
40.	0-6 EACH	Compact Knives 2 5/8" blade length, Klein # 44034 or approved equal.	\$ 45.00	\$ 270.00
41.	0-1	REVERSIBLE IMPACT WRENCH 3/4" BOLT CAP.-Chicago Pneumatic # CP 6060 or approved equal.	\$	\$ 949.00
42.	0-1 CASE	PLEWS PLASTIC FUNNEL # 75-062, 1 pint capacity/20 per case or approved equal.	\$	\$ 32.00
43.	0-6 EACH	Metal type I safety cans -2 gallon, EAGLE # U1-20-S or approved equal.	\$ 37.00	\$ 222.00
44.	0-12 EACH	REFLECTIVE CONE COLLARS SERVICE AND MATERIALS # 101355 or approval equal.	\$ 9.88	\$ 118.56
45.	0-24 EACH	SAFETY TYPE SERIES-"CAUTION" UNITED # UT-600, 100FT. LENGTH OR approved equal.	\$ 7.00	\$ 168.00
46.	0-12 EACH	Keyed deadbolt locks, SCHLAGE # B460 CV 626-Satin Chrome finish or approved equal.	\$ 32.00	\$ 384.00

ITEM	QUANTITY	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
47.	0-12 EACH	KEYED STORAGE LOCKS # SCHLAGE # A80 CSV-ORB-626-SATIN CHROME FINISH or approved equal.	\$ 55.00	\$ 660.00
48.	0-24 EACH	SAFETY HASPS, SIZE 4 1/2 "NATIONAL #V-30 V PAC or approved equal.	\$ 2.90	\$ 69.60
48.A	0-24 EACH	SAFETY HASPS, SIZE 4 1/2 "NATIONAL #V-30 V PAC or approved equal.	\$ 3.85	\$ 92.40
48.B	0-24 EACH	SAFETY HASPS, SIZE 7" "NATIONAL or approved equal.	\$ 9.80	\$ 235.20
48.C	0-24 EACH	SAFETY HASPS, SIZE 3/4" "NATIONAL V-30 V-PAC or approved equal.	\$ 1.90	\$ 45.60
49.	0-24 EACH	INDUSTRIAL GRADE PADLOCK MASTER LOCK # 9411-D2 1/8" STEEL CASE or approved equal.	\$ 14.75	\$ 354.00
50.	0-24 EACH	STANLEY # 850 EXTRA HEAVY WROUGHT FULL SURFACE STEEL HINGES, 3"X3" or approved equal.	\$ 4.80	\$ 115.20
51.	0-24 EACH	HEAVY DUTY HAND TRUCK-HARPER SERIES, 30-# 3017-Continuous handle 600lb capacity or Approved equal.	\$ 54.00	\$ 1296.00
52.	0-24 EACH	JET P.T. SERIES-HYDRAULIC HAND PALLET TRUCK # PT 2742A-5000LB. Cap. Returned D handle touch control neutral level or approved equal.	\$ 332.00	\$ 7,968.00
53.	0-24 EACH	WHEELS SEMI PNEUMATIC WESCO # 052862-10" DIAMETER WITH 2.75" WIDTH-BALL BEARING or approved equal.	\$ 24.00	\$ 174.00
54.	0-12 EACH	LOADER HUGGER, 2" TYPE B NYLON LIFT ALL SERIE 10,000 # 61002-30FT.WEB or approved equal.	\$ 23.00	\$ 276.00
55.	0-24 ROLL	DUCT TAPE-WATER PROOF POLY UNITED # UT-100 INDUSTRIAL grade or approved equal.	\$ 4.50	\$ 108.00
56.	0-24 EACH	BIG ORANGE DROP FORGED WIRE ROPE CLIPS SIZE 1/8" FFC-5450 type 1 CM# M244 OR APPROVED EQUAL.	\$ .75	\$ 18.00
56A	0-24 EACH	BIG ORANGE DROP FORGED WIRE ROPE CLIPS SIZE 1/4" CM #M246-450 TYPE 1 or Approved equal.	\$ .76	\$ 18.24

DUNCAN HARDWARE INC  
776 W SIDE AVE  
JERSEY CITY NJ 07308-6602

DUNCAN HARDWARE INC  
 778 W SIDE AVE  
 JERSEY CITY NJ 07306-6602

ITEM	QUANTITY	DESCRIPTION	UNIT	AMOUNT	EXTENDED AMOUNT
56B	0-24 EACH	S8" FFC 450 TYPE 1 CM #M125-1 or approved equal.	\$	95	22.80
56C	0-24 EACH	BIG ORANGE DROP FORGED WIRE ROPE CLIPS SIZE 3/4" TYPE 1-CM#M1252 FFC-450 or approved equal.	\$	1.50	36.00
56D	0-24 EACH	BIG ORANGE DROP FORGED WIRE ROPE CLIPS SIZE 1" FFC-450 type 1 cm # 245 or approved equal.	\$	2.40	57.60
57	01-CARTON	HITCH PIN CLIPS-CAMPBELL # 389-9609-1 5/8" QA size or approved equal.	\$	11.00	
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 3/4" QA size or approved equal.	\$	9.80	
57C	0-1 CARTON	HITCH PIN CLIPS-CAMPBELL # 389-9654-3 5/16" QA size or approved equal.	\$	8.80	
57D	0-1 CARTON	HITCH PIN CLIPS-CAMPBELL # 389-9666-2 9/16" QA size or approved equal.	\$	12.10	
57E	0-1 CARTON	HITCH PIN CLIPS-CAMPBELL # 389-9678-4" QA size or approved equal.	\$	12.50	
58	0-24 EACH	ELECTRICAL OUTDOOR EXTENSION CORD-HEAVY DUTY 100FT LENGTH, PACTIC # C2316-100 GR-3 CONDUCTOR or approved equal.	\$	22.88	549.12
59	0-12 EACH	STANDARD FLASHING LIGHTS-6 Cell MAG-LITE # S6C016 or approved equal.	\$	32.00	384.00
60	0-6 EACH	SAFETY APPROVED LANTERN-6 VOLT BRIGHT-STAR # 2206 OR APPROVED EQUAL.	\$	13.50	81.00
61	0-3 EACH	KLEIN TREE TRIMMER BELT #87293 LARGE OR APPROVED EQUAL.	\$	170.00	510.00
62	0-12	GRAND 70 BINDING CHAIN 1/4-CM #678522-400FT. Or Approved Equal.	\$	740.00	8880.00
62A	0-12	GRAND 70 BINDING CHAIN 5/16-CM #678522-275 FT. Or Approved Equal.	\$	630.00	7440.00
62B	0-12	GRAND 70 BINDING CHAIN 3/8-CM #678523-200 FT. Or Approved Equal.	\$	701.00	8460.00



ITEM	QUANTITY	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
62.C	0-12	GRAND 76 BINDING CHAIN 1/2-CM #678525-200 FT. Or Approved Equal.	\$ 795.00	\$ 9,540.00
63.	0-1 BOX	OPEN ROUND EYE SNAPS. 1/4" X 2 5/8 LENGTH -HOLDFAST (COVER) # 7601401 OR APPROVED EQUAL.	\$	\$ 29.00
63.A	0-1 BOX	OPEN ROUND EYE SNAPS. 3/8 X 3 5/15 HOLDFAST (COVER) # 760-4211 OR APPROVED EQUAL 10 PER BOX.	\$	\$ 31.00
63.B	0-1 BOX	OPEN ROUND EYE SNAPS. 3/8 X 3 1/2 HOLDFAST (COVER) # 760-1421 OR APPROVED EQUAL 10 PER BOX.	\$	\$ 34.00
63C.	0-1 BOX	OPEN ROUND EYE SNAPS. 1/2 X 4 1/8" HOLDFAST (COVER) # 760-1431 OR APPROVED EQUAL.	\$	\$ 30.00
63D.	0-1 BOX	OPEN ROUND EYE SNAPS. 1/2 X 4 1/8" HOLDFAST (COVER) # 760-144 OR APPROVED EQUAL 10 PER BOX	\$	\$ 34.00
63E.	0-1 BOX	OPEN ROUND EYE SNAPS. 1/2 X 4 1/8" HOLDFAST (COVER) # 760-144 OR APPROVED EQUAL 10 PER BOX	\$	\$ 34.00
63F.	0-1 BOX	OPEN ROUND EYE SNAPS. 1 5/8 X 5 7/8" LENGTH HOLDFAST (COVER) # 760-1461 OR APPROVED EQUAL 10 PER BOX	\$	\$ 40.00
63G.	0-1 BOX	OPEN ROUND EYE SNAPS. 3/4 X 6 1/4" LENGTH HOLDFAST (COVER) # 760-1471.	\$	\$ 40.00
64.	0-1 PACK	PLAIN HEAD CABLE TIES-IDEAL # 15-809 NATURAL OR APPROVED EQUAL 1,000 PER PACK.	\$	\$ 23.00
64A.	0-1 PACK	PLAIN HEAD CABLE TIES-IDEAL # 15-849 STD NATURAL OR APPROVED EQUAL 1,000 PER PACK.	\$	\$ 39.00
64B.	0-1 PACK	PLAIN HEAD CABLE TIES-IDEAL # 15-829 5.51-NATURAL OR APPROVED EQUAL 1,000 PER PACK.	\$	\$ 32.00
64C.	0-1 PACK	PLAIN HEAD CABLE TIES-IDEAL # 15-659 11"-L NATURAL OR APPROVED EQUAL.	\$	\$ 24.00

DUNCAN HARDWARE INC  
 776 W SIDE AVE  
 JERSEY CITY NJ 07306-8602

ITEM	QUANTITY	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
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.	\$ 269. <sup>00</sup>	\$ 3,228. <sup>00</sup>
66.	0-12 EACH	BACKPACK BLOWER-30 CC ENGINE LIGHTWEIGHT 250 MPH AIR VELOCITY /590 CFM- COVERED MUFFLER AND NOISE ARRESTING FILTER (69bda) Green Machine # 4600BP OR APPROVED EQUAL.	\$ 349. <sup>00</sup>	\$ 4,188. <sup>00</sup>
67.	0-4 EACH	ENCORE GEAR DRIVEN MOWER, 48 INCH 14 H.P. KAWASAKI ENGINE, 4.25 GAL FUEL CAPACITY, EACH # 48K200 OR APPROVED EQUAL.	\$ 3,240. <sup>00</sup>	\$ 12,960. <sup>00</sup>
68.	0-1 EACH	ENCORE POWER THATCH, #25T100, # 11 GA. 20" OPERATING WIDTH OR APPROVED EQUAL.	\$	\$ 1,380. <sup>00</sup>
69.	0-2 EACH	HONDA GENERATOR # EZ4500S SUPER QUIET, WITH 4500 WATT MAX. OUTPUT, ELECTRIC.	\$ 2,180. <sup>00</sup>	\$ 4,360. <sup>00</sup>
70.	0-12 EACH	"UNION" :WOOD CHIPPERS # AX-30-327 OR APPROVED EQUAL.	\$ 17. <sup>20</sup>	\$ 206. <sup>40</sup>
71.	0-24 EACH	"Union" garden Pick Mattock # 30-805 or approved equal.	\$ 16. <sup>34</sup>	\$ 392. <sup>16</sup>
72.	0-24 DOZEN	"UNION" BROOMS, 16 INCH, S77408 OR APPROVED EQUAL.	\$ 120. <sup>00</sup>	\$ 2,880. <sup>00</sup>
73.	0-24 DOZEN	"Union" Broom, 24 INCH # 77-400 OR APPROVED EQUAL.	\$ 132. <sup>00</sup>	\$ 3,168. <sup>00</sup>
74.	0-4 DOZEN	"UNION" Weed Cutter # 62-105 OR APPROVED EQUAL.	\$ 158. <sup>00</sup>	\$ 632. <sup>00</sup>
75.	0-24 EACH	"Union" Bow 10 Saw #62-919 OR APPROVED EQUAL	\$ 5. <sup>90</sup>	\$ 141. <sup>60</sup>
76.	0-24 EACH	"UNION" BOW SAW # 62-919 OR APPROVED EQUAL	\$ 5. <sup>90</sup>	\$ 141. <sup>60</sup>
77.	0-24 EACH	"UNION" PRUNING SAW, # 62-922 OR APPROVED EQUAL	\$ 7. <sup>95</sup>	\$ 190. <sup>80</sup>
78.	DOZEN 0-24 EACH	"UNION" WHEELBARROW #77-283 OR APPROVED EQUAL.	\$ 61. <sup>88</sup>	\$ 1,485. <sup>12</sup>
79.	0-10 DOZEN	"UNION" CORN BROOMS OR APPROVED EQUAL	\$ 65. <sup>00</sup>	\$ 650. <sup>00</sup>
80.	0-14 DOZEN	"UNION SCOOP SHOVELS # 79-805 OR APPROVED EQUAL.	\$ 187. <sup>00</sup>	\$ 2,618. <sup>00</sup>
81.	0-1 DOZEN	"UNION" AX HANDLE. #90-039 OR APPROVED EQUAL	\$	\$ 84. <sup>00</sup>

City of Jersey City

LISTED ON THE

PAPER 810...

THIS WAS THE QUANTITY

DUNCAN HARDWARE INC  
776 W SIDE AVE  
JERSEY CITY NJ 07308-6802

ITEM	QUANTITY	DESCRIPTION	UNIT	AMOUNT	EXTENDED AMOUNT
82	0-6 EACH	"UNION" POST HOLE DIGGER, # 78-101 OR APPROVED EQUAL.	\$	248.00	148.80
83	0-24 DOZEN	"UNION" BOLT THRU LAWN RAKE #64-582 OR APPROVED EQUAL.	\$	105.80	2,419.20
84	0-10 DOZEN	"UNION" I-BEAM POINT SHOVEL # 45-870 OR APPROVED EQUAL.	\$	160.00	1,600.00
85	0-14 DOZEN	"UNION" DURA-TORQUE POINT SHOVEL # 45-870 OR APPROVED EQUAL.	\$	160.00	2,240.00
86	0-6 DOZEN	"UNION" GARDEN NURSERY SPADE #46-168 OR APPROVED EQUAL.	\$	176.00	1,056.00
87	0-24 EACH	"UNION" TRAMPLING BAR, # 30-614 OR APPROVED EQUAL.	\$	22.79	546.96
88	0-10 DOZEN	"UNION" BOW HEAD RAKE, #63-10 OR APPROVED EQUAL.	\$	97.40	974.00
89	0-6 DOZEN	"UNION" LEVEL HEAD RAKE, # 63-118 OR APPROVED EQUAL.	\$	172.00	1,032.00
90	0-6 DOZEN	"UNION" GARDEN HOE, #66-105 OR APPROVED EQUAL.	\$	178.00	1,068.00
91	0-3 DOZEN	"UNION" SCRAPERS, # 81-102 OR APPROVED EQUAL.	\$	224.00	672.00
92	0-3 DOZEN	"UNION" HEDGE SHEARS # 62-420 OR APPROVED EQUAL.	\$	178.00	534.00
93	0-3 DOZEN	"UNION" HEDGE PRUNERS # 62-430 OR APPROVED EQUAL.	\$	166.00	498.00
94	0-12 DOZEN	"UNION" STEEL BRACED BARN PUSHER # 79-847 OR APPROVED EQUAL.	\$	218.00	2,616.00
95	0-48 DOZEN	"UNION" BROOM 6 SCREW HANDLES WITH METAL TIPS # 84-807 OR APPROVED EQUAL.	\$	29.00	1,392.00
96	0-12 EACH	"UNION" CORN KNIFE 15 INCH # 62-653 OR APPROVED EQUAL.	\$	12.00	144.00
97	0-3 DOZEN	"UNION" 4 PRONG CULTIVATOR # 68-120 OR APPROVED EQUAL.	\$	156.00	468.00
98	0-5 DOZEN	SETLSTROM SEBRING # 400 EYE WARE OR APPROVED EQUAL.	\$	42.00	210.00
99	0-6 EACH	PPT 2400 ECHO Commercial Duty; ECHO 23.6 CC DUAL Ring Piston Engine. Provides Up To 20 % more power. Power pruners.	\$	444.00	2,664.00

\*

100.	0-24 EACH	ECHO BRUSH CUTTER SYSTEM WITH STEEL MESH VISOR AND EARMUFF, Part # 103942230.	\$ 32.00	\$ 768.00
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ITEM	QUANTITY	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
101.	0-2 EACH	ECHO HPP 1900 POWER WASHER. (Producers 1,300 psi at 1.85 G.P.M with optional part # 999448-00170) or Approved Equal.	\$ 640.00	\$ 1,280.00
102.	0-1 DOZEN	CORONA, 20" BOW SAW, # BS-4010 OR APPROVED EQUAL	\$ 56.00	\$ 56.00
103.	0-2 DOZEN	CORONA, PROFESSIONAL BY PASS PRUNER, #BP 6250 OR APPROVED	\$ 280.00	\$ 560.00
104	0-2 DOZEN	CORONA PROFESSIONAL SUPER-DUTY BYPASS LOPPER, WL 6490 OR APPROVED	\$ 389.00	\$ 778.00
105.	0-2 DOZEN	CORONA PROFESSIONAL HANDLE HEDGE SHEAR # HS6930 OR APPROVED	\$ 240.00	\$ 480.00
106.	0-12 EACH	CORONA PROFESSIONAL 13 FT ARBORIST TREE PRUNING SYSTEM, # TP 6880 OR APPROVED	\$ 88.00	\$ 1,056.00
107.	0-12 EACH	RED MAX PRO SERIES CHAIN SAW G3 10TS	\$ 309.00	\$ 3,708.00
108.	0-12 EACH	RED MAX PRO SERIES BLOWER, EPA CERTIFIED EB6200.	\$ 459.00	\$ 5,508.00
109.	0-12 EACH	RED MAX PRO SERIES WEED WACKER, EPA CERTIFIED BC34406.	\$ 410.00	\$ 4,920.00
110.	0-3 DOZEN	70-219 FORGER SOUTHERN MEADOW BEVELED BLADE 7"X3 1/2	\$ 98.00	\$ 294.00
111.	0-400 CASES	FOX VALLEY FIELD MARKING PAINT.	\$ 32.00	\$ 12,800.00

Note: This contract will be awarded as an open-end contract. The minimum and maximum quantities for each item are as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. If a specific number is stated for a minimum, then the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract term until the maximum quantity is reached. The term of the contract is one year.

DUNCAN HARDWARE INC  
776 W SIDE AVE  
JERSEY CITY NJ 07308-8802

**GRAND TOTAL PRICE 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.

ONE HUNDRED SEVENTY-EIGHT THOUSAND THREE HUNDRED FIFTY-SEVEN AND TWENTY EIGHT CENTS

(In Writing) \$ 178,357.28 (In Figures)

The contract will be awarded based on the grand total amount 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. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

**NOTE:** A bid must be entered for all items. Award of contract shall be based on all items being supplied by one supplier/ Failure to bid any one item will result in the automatic rejection of the bid at the bid reception.

1. **VENDOR WILL BE REQUIRED TO DELIVER MATERIALS AS AND WHEN NEEDED AT NO ADDITIONAL COST TO THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE, AT 13-15 LINDEN AVENUE EAST, JERSEY CITY, NEW JERSEY, WITHIN TWO BUSINESS DAYS OF VENDOR'S RECEIPT OF THE CITY'S FAXED PURCHASE ORDER.**
2. **THE TERM OF THE CONTRACT SHALL BE ONE-YEAR COMMENCING 01 DAYS AFTER THE CONTRACT AWARD BY THE CITY COUNCIL. BID PRICES SHALL REMAIN FIRM FOR THE DURATION OF THE CONTRACT.**
3. **BID PROPOSAL MUST COMPLY STRICTLY IN ACCORDANCE WITH SPECIFICATIONS LISTED HEREIN. VENDOR MUST WRITE BRAND NAMES OR MANUFACTURER IN THE SPACE PROVIDED ABOVE.**

Requisition #  
0182957

# CITY OF JERSEY CITY

394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

Assigned PO #  
128524

## Requisition

**Vendor**  
DUNCAN HARDWARE INC.  
776 WEST SIDE AVENUE  
JERSEY CITY NJ 07306

**Dept. Bill To**  
PARK MAINTENANCE  
13-15 LINDEN AVENUE EAST  
2ND FLOOR  
JERSEY CITY NJ 07305

**Dept. Ship To**  
PARK MAINTENANCE  
13-15 LINDEN AVENUE EAST  
2ND FLOOR  
JERSEY CITY NJ 07305

DU167900

**Contact Info**  
Sammy Ocasio  
2015474449

Quantity	UOM	Description	Account	Unit Price	Total
1.00	REN	ENCUMBRANCY FOR: SMALL TOOLS AND HARDWARE SUPPLIES	01-201-28-375-210	10,000.00	10,000.00

EXERCISING FIRST OF TWO OPTIONS TO RENEW FOR AN  
ADDITIONAL ONE YEAR TERM

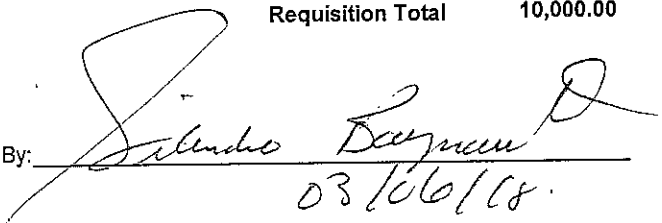
CONTRACT DURATION =03/23/18 TO 03/22/19  
CONTRACT AMOUNT =\$178,357.28  
TEMP. ENCUMBRANCY =\$10,000.00

INITIAL RESO # 17-264, APPROVED 03/22/17

PARTIAL PAYMENT VOUCHERS

Requisition Total 10,000.00

Req. Date: 03/06/2018  
Requested By: BAIJNAUTHS  
Buyer Id:

Approved By:   
03/06/18

**This Is Not A Purchase Order**

## Silendra Baijnauth

---

**From:** Raymond Reddington  
**Sent:** Monday, March 05, 2018 9:50 AM  
**To:** Silendra Baijnauth  
**Subject:** RE: Contract Renewal

Looks okay.

---

**From:** Silendra Baijnauth  
**Sent:** Monday, March 05, 2018 9:41 AM  
**To:** Raymond Reddington  
**Subject:** RE: Contract Renewal

Good Morning ,  
Please see attached.  
Thanks

---

**From:** Raymond Reddington  
**Sent:** Monday, March 05, 2018 9:10 AM  
**To:** Silendra Baijnauth  
**Subject:** RE: Contract Renewal

Please see attached copy of resolution for one change. I was in a rush Friday and left out the word "permanent."

---

**From:** Silendra Baijnauth  
**Sent:** Friday, March 02, 2018 2:31 PM  
**To:** Raymond Reddington  
**Subject:** RE: Contract Renewal

Please see attached.  
Thanks

---

**From:** Raymond Reddington  
**Sent:** Friday, March 02, 2018 12:08 PM  
**To:** Silendra Baijnauth  
**Subject:** RE: Contract Renewal

Please see attached copy of resolution for changes. I'm leaving for the day. So, just process the resolution.

---

**From:** Silendra Baijnauth  
**Sent:** Thursday, March 01, 2018 9:24 AM  
**To:** Raymond Reddington  
**Subject:** Contract Renewal

Please see attached for a contract renewal.  
Thanks

*Silendra Baijnauth, CPWM  
Fiscal Officer  
City of Jersey City / Department of Public Works  
13-15 Linden Avenue East, 3rd Floor  
Jersey City, NJ 07305*

*Baijnauths@jcnj.org*

*201-547-4405 ( Work )  
201-547-5264 ( Fax )*

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

City Clerk File No. Res. 17-264

Agenda No. 10.R

Approved: MAR 22 2017

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO DUNCAN HARDWARE INC TO PROVIDE 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 of Jersey City advertised for the receipt of bids on February 16, 2017 to provide Small Tools and Hardware Supplies for the Department of Public Works/Division of Park Maintenance; and

**WHEREAS**, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for One Hundred Eleven (111) items as contained in the Bid Specifications and the unit cost prices are set forth in the bidder's proposal; and

**WHEREAS**, Duncan Hardware Inc, submitted the low bid in the amount of \$178,357.28; and

**WHEREAS**, the sum of One Hundred Seventy Eight Thousand, Three Hundred Fifty Seven (\$178,357.28) Dollars and Twenty Eight cents, will be budgeted for in the 2017 budget; and

**WHEREAS**, the Purchasing Agent certified that he considers the bid submitted by Duncan Hardware Inc to be fair and reasonable; and

**WHEREAS**, the sum of Ten Thousand \$10,000.00 is available in Operating Account No. 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 execute an agreement with Duncan Hardware Inc for the Department of Public Works/Division of Sanitation;
2. This contract is awarded as a one-year (1) open-end contract. The City reserves the right to extend the contract for up to Two (2) additional one year terms pursuant to specifications and bids thereon;
3. The minimum and maximum quantities for One Hundred Eleven (111) items are as contained in Bid Specifications and the unit cost prices are set forth in the bidder's proposal;
4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(continued on Page 2)



TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO DUNCAN HARDWARE INC TO PROVIDE SMALL TOOLS AND HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

6. The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 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 2017 Calendar Year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2017 Calendar Year permanent budget.

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

Department of Public Works/Division of Park Maintenance

Acct #	P.O #	Temp. Encumb.	Amount
01-201-28-375-210	124260		\$10,000.00
		<b>TOTAL CONTRACT</b>	<b>\$178,357.28</b>

Approved by Peter Folgado, Director of Purchasing

PF/pc  
2/28/17

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.22.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GAUSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

RR  
3-9-17



STEVEN M. FULOP  
Mayor of Jersey City

# CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS

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



PATRICK G. STAMATO  
Director

February 1, 2018

Duncan Hardware Inc.  
556-778 West Side Ave  
Jersey City, New Jersey 07306  
Attention: Ronald S. Eberle, President

**Subject: Renewal Small Tools and Hardware Supplies**

Dear Mr. Eberle:

Your present contract for Small Tools and Hardware Supplies for the City of Jersey/Division of Park Maintenance is due to expire on March 3, 2018. The provision of the contract allows the city to review the contract with the price being the preceding year. The contract price will be adjusted according to the Federal Consumers Price Index Published by the Bureau of Labor Statistics.

At this time the CPI Number will not be available until Feb 9, 2018 and at that time we will be contacting the Bureau of Labor Statistics for the number. **Please confirm this renewal and terms in writing A.S.A.P. Please return all forms and returned along with your conformation letter and Business Registration information.**

If you have any questions please contact the Division of Park Maintenance and speak with Ms. Harley for assistance she can be reached at 201-547-4449 or via email [elizabet@jcnj.org](mailto:elizabet@jcnj.org)

Sincerely,

  
Elizabeth Harley  
Sammy Ocasio, Director  
Division of Park Maintenance

*Per Sammy Ocasio  
Div Director*

See attached forms and return originals  
Equal Employment Opportunity- EEO Affirmative Action Goods, Professional Service and General Service contracts  
Play to Play Information

Duncan Hardware.  
776 West Side Avenue  
Jersey City, NJ 07306  
Telephone: 201-435-1700  
Facsimile: 201-435-6868  
Email: [duncanhardware@gmail.com](mailto:duncanhardware@gmail.com)

## DUNCAN HARDWARE

Ronald S. Eberle  
President

02/06/18

CITY OF JERSEY CITY  
DPW / PARKS & FORESTRY

RE: CONTRACT 4299

Please accept this letter as our company's formal agreement  
to extend for one additional year our contract:

4299 Small Tools and Hardware Supplies.

All terms and conditions of original contract to remain in effect  
for the period: March 04, 2018 to March 03, 2019.

Sincerely,



Ronald S. Eberle

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/  
AFFIRMATIVE ACTION (AA) REQUIREMENTS  
FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

Questions in reference to EEO/AA requirements for Goods,  
Professional Service and General Service Contracts should be  
directed to:

Jeana F. Abuan  
EEO/AA Officer, P.A.C.O.  
Department of Administration  
Office of Tax Abatement & Compliance  
13-15 Linden Avenue East  
Jersey City NJ 07305  
Tel. # 201-547-4538  
E-Mail Address: [abuanj@jcnj.org](mailto:abuanj@jcnj.org)

**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, BEO 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, BEO 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):

Ronald S. ERENLE President

Representative's Signature:

Ronald S. Erenle

Name of Company:

DUNCAN HARDWARE, INC.

Tel. No.:

Date:

2/16/18

DUNCAN HARDWARE, INC.  
776 West Side Avenue  
Jersey City, NJ 07306  
(201) 435-1700 Fax 435-6888

**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 *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: RONALD S. EBERLE PRESIDENT

Representative's Signature: Ronald S. Eberle

Name of Company: DUNCAN HARDWARE, INC.

Tel. No.: \_\_\_\_\_

Date: 2/16/18

DUNCAN HARDWARE, INC.

776 West Side Avenue

Jersey City, NJ 07306

(201) 435-1700 Fax 435-6888

(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.

**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 Printed: RONALD S. EBSALE PRESIDENT  
Representative's Signature: [Signature]  
Name of Company: \_\_\_\_\_  
Tel. No.: \_\_\_\_\_ Date: 2/15/18

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 : \_\_\_\_\_  
Address : \_\_\_\_\_  
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.

**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: \_\_\_\_\_  
Address: \_\_\_\_\_  
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.

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 BEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY

2. TYPE OF BUSINESS  
 1. MFG  2. SERVICE  3. WHOLESALE  
 4. RETAIL  5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY

4. COMPANY NAME  
**DUNCAN HARDWARE, INC.**

5. STREET **776 West Side Avenue** COUNTY **HUDSON** STATE ZIP CODE  
**Jersey City, NJ 07308**

6. NAME OF PERSON AWARDED CONTRACT (INDICATE) CITY STATE ZIP CODE  
**(201) 435-4700 Fax 435-6888**

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**

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 BEO-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	3	1	2					1		1			1

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: **4/2012** To: **4/2013**

14. IS THIS THE FIRST Employees Information Report Submitted?  
 1. YES  2. NO

15. IF NO, DATE LAST REPORT SUBMITTED  
**3/15/2006**  
 MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE  
**RONALD S. EBERLE** *Ronald S Eberle* **Pres** **4/19/13**  
 MO. DAY YEAR

17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)  
**776 West Side Ave Jersey City (Hudson) NJ 07308 201-435-1700**

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
TREASURY BUILDING  
TRENTON, N.J. 08646-0262

TAXPAYER NAME:  
DUNCAN HARDWARE, INC.

TRADE NAME:  
DUNCAN TRUE-VALUE HARDWARE

ADDRESS:  
776 WEST SIDE AVE.  
JERSEY CITY, N.J. 07310  
EFFECTIVE DATE:

SEQUENCE NUMBER:  
0062510

ISSUANCE DATE:  
03/28/05

09/18/49

Director

FORM-BRC(08-01)

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

Entry #

3551015000

Certification

7161

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

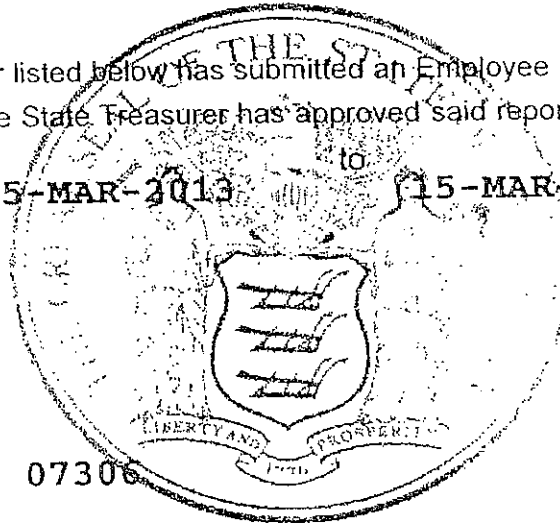
## RENEWAL

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



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

Andrew P. Sidamon-Eristoff  
State Treasurer



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

**Part I - Vendor Affirmation**

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

Steven Fulop for Mayor 2017	Friends of Chris L. Gadsden
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Jermaine D. Robinson

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
RONALD S. EBERLE	2 Weyford Court Wana, 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 HARDWARE, INC.**  
 Signed: Ronald S. Eberle Title: President  
 Print Name: RONALD S. EBERLE Date: 2/16/18

Subscribed and sworn before me this 16 day of February, 2018  
 My Commission expires: March 31, 2021  
Ronald S. Eberle  
 (Affiant)  
RONALD S. EBERLE Pres.  
 (Print name & title of affiant) (Corporate Seal)

**LURDES M ANASTACIO**  
 Notary Public  
 State of New Jersey  
 My Commission Expires March 31, 2021  
 I.D.# 2408817



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

Signed: Ronald S. Eberle Title: PRESIDENT

Print Name: RONALD S. EBERLE Date: 2/16/18

Subscribed and sworn before me  
this 16 day of February, 2018.

My Commission expires:

Lurdes M. Anastacio  
LURDES M ANASTACIO  
Notary Public  
State of New Jersey  
My Commission Expires March 31, 2021  
I.D.# 2406617

Ronald S. Eberle  
(Affiant)  
RONALD S. EBERLE  
(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.**



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

City Clerk File No. Res. 18-319

Agenda No. 10.Z.2

Approved: MAR 28 2018

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL FOR THE SUPPORT OF PROPRIETARY SPATIAL LOGIC SOFTWARE LICENSES UNDER STATE CONTRACT FOR DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

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

**WHEREAS**, the City of Jersey City (City), compiles data on City properties including an inventory of vacant buildings. The Spatial Data Logic Software enhances the building permit process as well as maintains records on housing code inspections. All data accumulated through this system is available to HEDC, H&HS, Department of Public Works and other City offices for permitting, licensing as well as maintaining a property record database for City land parcels; and

**WHEREAS**, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires a City Council authorization for contracts exceeding \$40,000.00; and

**WHEREAS**, Software House International, 290 Davidson Avenue, Somerset, New Jersey 08873 is in possession of State Contract A89851, and submitted a proposal in the amount of forty nine thousand, nine hundred fifty five dollars (\$49,955.00) for the support of proprietary spatial logic software licenses; and

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

Account	P.O. #	State Contract	Total Contract
01-201-20-140-314	128588	A89851	\$49,955.00

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

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

1. A contract in the amount of \$49,955.00 for the support of proprietary spatial logic software licenses is awarded to Software House International.
2. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.
3. The term of the contract will be completed upon the delivery of goods and services.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued to page 2)

City Clerk File No. Res. 18-319

Agenda No. 10.Z.2

TITLE: MAR 28 2018

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL FOR THE SUPPORT OF PROPRIETARY SPATIAL LOGIC SOFTWARE LICENSES UNDER STATE CONTRACT FOR DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

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

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

Account	P.O. #	State Contract	Total Contract
01-201-20-140-314	128588	A89851	\$49,955.00

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

March 14, 2018  
Date

PF/pw/RR  
3/14/18

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

RR  
3-14-18

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3.28.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY		ABSENT		YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - 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 SOFTWARE HOUSE INTERNATIONAL FOR THE SUPPORT OF SPATIAL DATA LOGIC SOFTWARE LICENSES UNDER STATE CONTRACT FOR DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

**Project Manager**

Department/Division	Administration	Information Technology
Name/Title	Bernadette Kucharczuk	Information Technology Director
Phone/email	201-547-4442	bkucharczuk@cnj.org

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

**Contract Purpose**

Purchase of Spatial Data Logic (SOL) software licenses and support under NJ State Contract. This software will be used in HEDC, HHS, DPW and other City offices for permitting, licensing as well as maintaining a property record database for all City land parcels.

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

\$49,955.00

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

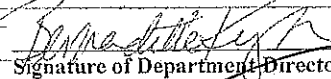
One year

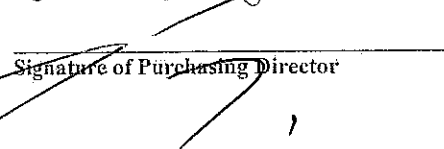
Type of award State Contract

If "Other Exception" enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

 3/13/2018  
Signature of Department Director

 3/15/18  
Signature of Purchasing Director Date



Pricing Proposal  
Quotation #: 15006829  
Created On: 3/13/2018  
Valid Until: 3/30/2018

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**City of Jersey City**

---

---

**Inside Sales Account  
Manager**

---

**Tolanda Griffin-Ross**

13-15 Linden Ave East  
Jersey City, NJ 07305  
United States  
Phone: (201) 547-5026  
Fax:  
Email: Tolonda@jcnj.org

**Nirav Patel**

290 Davidson Avenue  
Somerset, NJ 08873  
United States  
Phone: 888-744-4084  
Fax: 888-896-8860  
Email: Nirav\_Patel@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Large Town Enterprise License - up to 100 seats, support, and portal for 1 year Spatial Data Logic - Part#: SL3003 Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851	1	\$49,955.00	\$49,955.00
		Total	\$49,955.00

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**Additional Comments**

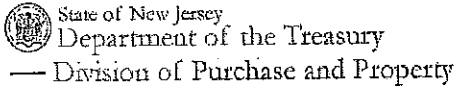
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Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.  
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

---

*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*



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

**M-0003  
SOFTWARE LICENSE & RELATED SER**

Vendor Information
By Vendor
Email to JULIE MCGOWAN

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

- Download All Documents
- [SaaS Guidelines Worksheet Adobe PDF \(67 kb\)](#)
  - [Scope of Work Requirements Adobe PDF \(13 kb\)](#)
  - [Software Publisher Service Provider Agreement Adobe PDF \(9 kb\)](#)
  - [Standard Terms and Conditions 2011 Adobe PDF \(93 kb\)](#)
  - [Standard Terms and Conditions Addendum 2015 Adobe PDF \(9 kb\)](#)
  - [State of NJ License Agreements Requirements Adobe PDF \(9 kb\)](#)
  - [Documentation Requirements Adobe PDF \(41 kb\)](#)
  - [New Jersey Custom Agreements List Adobe PDF \(87 kb\)](#)
  - [State Contract Manager Adobe PDF \(13 kb\)](#)
  - [Method of Operation Adobe PDF \(445 kb\)](#)

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>	M-0003
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 09/01/15 TO: 06/30/20
<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>	24052
<b>Bid Open Date:</b>	00/00/00
<b>CID #:</b>	
<b>Commodity Code:</b>	-
<b>Set-Aside:</b>	NONE

**CONDITIONS AND METHODS OF OPERATION**

	INSIGHT PUBLIC SECTOR INC 6820 S HARL AVE TEMPE, AZ 85283
Contact Person:	FRED TAFOYA
Contact Phone:	800-467-4448
Order Fax:	000-000-0000
Contract#:	89853
Expiration Date:	06/30/20
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
Vendor Name & Address:	PCMG INC 14120 NEWBROOK DR STE 100 CHANTILLY, VA 20151
Contact Person:	BILL ABRAMS
Contact Phone:	201-655-0251
Order Fax:	000-000-0000
Contract#:	89854
Expiration Date:	06/30/20
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
Vendor Name & Address:	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873
Contact Person:	NICK GRAPPONE
Contact Phone:	732-564-8189
Order Fax:	000-000-0000
Contract#:	89851
Expiration Date:	06/30/20
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	YES
Women Business Enterprise:	YES
Cooperative Purchasing *:	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	

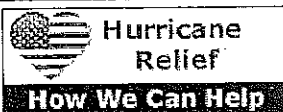
CONTRACT ITEMS/SERVICES BY VENDOR					
Vendor: CDW GOVERNMENT LLC			Contract Number: 89849		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 208-80-076100 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: GENERAL SOFTWARE	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 208-80-076482 [COMPUTER SOFTWARE FOR	1.000	EA	NET	N/A

	MICROCOMPUTERS,...] ITEM DESCRIPTION: MAINTENANCE AND SUPPORT				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 208-80-076145 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE RELATED SERVICES (INCLUDING TRAINING)	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 208-80-076499 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE AS A SOLUTION (SAAS)	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 208-80-076498 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: APPLIANCES (AS DEFINED IN THE METHOD OF OPERATION)	1.000	EA	NET	N/A
<b>Vendor: DELL MARKETING LP</b>		<b>Contract Number: 89850</b>			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 208-80-076100 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: GENERAL SOFTWARE  DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 208-80-076482 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: MAINTENANCE AND SUPPORT	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 208-80-076145 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE RELATED SERVICES (INCLUDING TRAINING)	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 208-80-076499 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE AS A SOLUTION (SAAS)	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 208-80-076498 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION:	1.000	EA	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	SOFTWARE RELATED SERVICES (INCLUDING TRAINING) COMM CODE: 208-80-076499 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE AS A SOLTION (SAAS)	1.000	EA	NET	N/A
00005	COMM CODE: 208-80-076498 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: APPLIANCES (AS DEFINED IN THE METHOD OF OPERATION)	1.000	EA	NET	N/A
<b>Vendor:</b> SHI INTERNATIONAL CORP		<b>Contract Number:</b> 89851			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 208-80-076100 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: GENERAL SOFTWARE	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 208-80-076482 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: MAINTENANCE AND SUPPORT	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 208-80-076145 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE RELATED SERVICES (INCLUDING TRAINING)	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 208-80-076499 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE AS A SOLUTION (SAAS)	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 208-80-076498 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: APPLIANCES (AS DEFINED IN THE METHOD OF OPERATION)	1.000	EA	NET	N/A



OPRA | Open Public Records Act



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## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** SHI INTERNATIONAL CORP.

**Trade Name:**

**Address:** 290 DAVIDSON AVENUE  
SOMERSET, NJ 08873

**Certificate Number:** 0078008

**Effective Date:** December 11, 1989

**Date of Issuance:** March 14, 2018

**For Office Use Only:**

20180314094430306

**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 : SHI International Corp.  
Address : 290 Davidson Avenue, Somerset, NJ 08873-4145  
Telephone No. : 732-564-8486  
Contact Name : Nirav Patel

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

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

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

Business Name: SHI International Corp.  
Address: 290 Davidson Avenue, Somerset, NJ 08873-4145  
Telephone No. : 732-564-8486  
Contact Name: Nirav Patel

Please check applicable category:

<input checked="" type="checkbox"/> Minority Owned Business (MBE)	<input checked="" type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input checked="" type="checkbox"/> Woman Owned business (WBE)	<input type="checkbox"/> Neither

**Definitions**

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**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**

**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 action available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: John Oese- Contract Specialist

Representative's Signature: John Oese

Name of Company: SHI International Corp.

Tel. No.: 732-564-8486

Date: 12/12/17

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

Representative's Signature: John Oese

Name of Company: SHI International Corp.

Tel. No.: 732-564-8486

Date: 12/12/17

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

City Clerk File No. Res. 18-320

Agenda No. 10.Z.3

Approved: MAR 28 2018

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO DELL INC. FOR THE PURCHASE AND DELIVERY OF COMPUTER DATA STORAGE EQUIPMENT, UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

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

**WHEREAS**, the Division of Information Technology, needs computer storage equipment for uninterrupted transmission and storage of data; and

**WHEREAS**, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

**WHEREAS**, Dell Inc., One Dell Way RR1, MS 17, Round Rock, Texas 78682, is in possession of State Contract A89967, and will provide computer storage equipment in the amount of forty two thousand, nine hundred forty five dollars and forty three cents (\$42,945.43); and

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

Acct #	P.O. #	State Contract	Total Contract
04-215-55-129-990	128571	A89967	\$42,945.43

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

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

1. A contract in the amount of \$42,945.43 is awarded to Dell, Inc. for computer storage equipment.
2. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.
3. The term of the contract will be completed upon the delivery of the goods and services.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued to page 2)

City Clerk File No. Res. 18-320

Agenda No. 10.Z.3

TITLE: **MAR 28 2018**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO DELL INC. FOR THE PURCHASE AND DELIVERY OF COMPUTER DATA STORAGE EQUIPMENT, UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

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

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

Acct #	P.O. #	State Contract	Total Contract
04-215-55-129-990	128571	A89967	\$42,945.43

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

March 14, 2018  
Date

PF/pvRR  
3/14/18

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

*R.R.  
3-15-18*

APPROVED: [Signature]  
Business Administrator

[Signature] 2nd Ass.  
Corporation Counsel

Certification Required

Not Required

APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3-28-18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY		ABSENT		YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO DELL INC. FOR THE PURCHASE AND DELIVERY OF A SERVER AND COMPUTER DATA STORAGE EQUIPMENT, UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

**Project Manager**

Department/Division	Administration	Information Technology
Name/Title	Bernadette Kuchareczuk	Information Technology Director
Phone/email	201-547-4442	bkuchareczuk@jenj.org

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

**Contract Purpose**

Data center server to replace aging equipment at the municipal court and provide file storage consolidation space.

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

\$42,945.43

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

Type of award **State Contract**

If "Other Exception" enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

*Bernadette Kuchareczuk* 3/13/10  
Signature of Department Director

Signature of Purchasing Director

*[Signature]*

Date

3/14/10



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

**M-0483  
NASPO VALUEPOINT COMPUTER**

Vendor Information
Authorized Dealers
By Vendor
Email to JOSEPH WOODSIDE

**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 (12 kb)
- Method of Operation Adobe PDF (220 kb)
- Amendment #1 - Vendor Information Change Adobe PDF (17 kb)
- Amendment #2 - Contract Cancellation Adobe PDF (17 kb)
- Amendment #3 - Contract Extension #1 to 3/31/2020 Adobe PI (23 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>	M-0483
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 10/01/15 TO: 03/31/20
<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>	24098
<b>Bid Open Date:</b>	00/00/00
<b>CID #:</b>	

**ENTERED**  
MAY 17 2018  
TM

**Dear Customer,**

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,  
Bill Altenburger

Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

SKU	Description	Qty	Unit Price	Subtotal
	PowerEdge R640	2	\$10,806.12	\$21,612.24
	Estimated delivery date: Mar. 6, 2018			
	Contract No: WN23AGW			
	Customer Agreement No: MNWNC-108/89967			
210-AKWU	PowerEdge R640 Server	2	-	-
329-BDKC	PowerEdge R640 Motherboard	2	-	-
461-AADZ	No Trusted Platform Module	2	-	-
321-BCQF	3.5 Chassis with up to 4 Hard Drives and 3PCIe slots	2	-	-
340-BKNE	PowerEdge R640 Shipping	2	-	-
340-BLUC	PowerEdge R640 x4 and x10 Drive Shipping Material	2	-	-
338-BLUS	Intel Xeon Silver 4114 2.2G, 10C/20T, 9.6GT/s , 14M Cache, Turbo, HT (85W) DDR4-2400	2	-	-
374-BBPP	Intel Xeon Silver 4114 2.2G, 10C/20T, 9.6GT/s , 14M Cache, Turbo, HT (85W) DDR4-2400	2	-	-
370-ABWE	DIMM Blanks for System with 2 Processors	2	-	-
412-AAIQ	Standard 1U Heatsink	2	-	-
412-AAIQ	Standard 1U Heatsink	2	-	-
370-ADNU	2666MT/s RDIMMs	2	-	-
370-AAIP	Performance Optimized	2	-	-
780-BCDN	RAID 1	2	-	-
405-AAMS	PERC H740P RAID Controller, 8GB NV Cache, Mini card	2	-	-
619-ABVR	No Operating System	2	-	-
421-5736	No Media Required	2	-	-

385-BBKT	iDRAC9,Enterprise	2	-	-
379-BCQY	iDRAC Group Manager, Disabled	2	-	-
379-BCSF	iDRAC,Factory Generated Password	2	-	-
330-BBGY	Riser Config 4, 2x16 LP	2	-	-
540-BBUK	Broadcom 57416 2 Port 10Gb Base-T + 5720 2 Port 1Gb Base-T, rNDC	2	-	-
429-ABBE	DVD ROM, SATA, Internal	2	-	-
384-BBQJ	8 Standard Fans for R640	2	-	-
450-ADWQ	Dual, Hot-plug, Redundant Power Supply (1+1), 495W	2	-	-
325-BCHH	Standard Bezel	2	-	-
350-BBJS	Dell EMC Luggage Tag	2	-	-
350-BBKB	No Quick Sync	2	-	-
384-BBBL	Performance BIOS Settings	2	-	-
770-BBBL	ReadyRails Sliding Rails With Cable Management Arm	2	-	-
631-AACK	No Systems Documentation, No OpenManage DVD Kit	2	-	-
332-1286	US Order	2	-	-
813-9255	Dell Hardware Limited Warranty Plus On-Site Service	2	-	-
813-9299	ProSupport Plus: Next Business Day On-Site Service After Problem Diagnosis, 5 Years	2	-	-
813-9300	ProSupport Plus: 7x24 HW/SW Technical Support and Assistance, 5 Years	2	-	-
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">http://www.dell.com/contactdell</a>	2	-	-
900-9997	On-Site Installation Declined	2	-	-
973-2426	Declined Remote Consulting Service	2	-	-
370-ADNF	32GB RDIMM 2666MT/s Dual Rank	16	-	-
400-ASGT	600GB 10K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive, 3.5in HYB CARR	4	-	-
405-AAEV	SAS 12Gbps HBA External Controller, LP Adapter	2	-	-
450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	4	-	-

SKU	Description	Qty	Unit Price	Subtotal
	PowerVault MD3420	1	\$21,333.19	\$21,333.19
	Estimated delivery date: Mar. 5, 2018			
	Contract No: WN23AGW			
	Customer Agreement No: MNWNC-108/89967			
210-ACCN	PowerVault MD3420, 12G SAS, 2U-24 drive	1	-	-
340-AIKX	SHIP,MD3420	1	-	-
403-BBFE	Controller, 12G SAS, 2U MD34xx, 8G Cache	1	-	-
403-BBFE	Controller, 12G SAS, 2U MD34xx, 8G Cache	1	-	-
470-AATS	12Gb HD-Mini to HD-Mini SAS Cable, 0.5M	1	-	-
470-AATS	12Gb HD-Mini to HD-Mini SAS Cable, 0.5M	1	-	-
325-BBFX	Bezel Assembly, MD3420	1	-	-
410-1074	No Additional Software	1	-	-
770-BBCL	ReadyRails II Static Rails for 4-post Racks	1	-	-
389-BDZU	Power Supply Regulatory Label, 600W, AC	1	-	-
450-AASQ	Power Supply, AC 600W, Redundant	1	-	-
492-BBDH	C13 to C14, PDU Style, 12 AMP, 2 Feet (.6m) Power Cord, North America	1	-	-
492-BBDH	C13 to C14, PDU Style, 12 AMP, 2 Feet (.6m) Power Cord, North America	1	-	-
332-1286	US Order	1	-	-
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">http://www.dell.com/contactdell</a>	1	-	-
954-4264	Dell Hardware Limited Warranty Initial Year	1	-	-
954-4265	Dell Hardware Limited Warranty Extended Year(s)	1	-	-
954-4297	ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis, Initial Year	1	-	-
954-4301	ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis, 4 Year Extended	1	-	-
954-4305	ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 5 Year	1	-	-
900-9997	On-Site Installation Declined	1	-	-
973-2426	Declined Remote Consulting Service	1	-	-

909-0259	Dell Proactive Systems Management - Declined - www.dell.com/Proactive	1	-	-
400-AJRW	600GB 15K RPM SAS 2.5in Hot-plug Hard Drive	24	-	-

---

Subtotal:	\$42,945.43
Shipping:	\$0.00
Environmental Fees:	\$0.00
Estimated Tax:	\$0.00
Total:	\$42,945.43



## A quote for your consideration!

**Total: \$42,945.43**

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

<b>Quote number:</b> 3000022350383.1	<b>Quote date:</b> Feb. 16, 2018	<b>Quote expiration:</b> Mar. 18, 2018
---	-------------------------------------	---

<b>Company name:</b> CITY OF JERSEY CITY	<b>Customer number:</b> 785069	<b>Phone:</b> (201) 547-4274
---	-----------------------------------	---------------------------------

<b>Sales rep information:</b> Bill Altenburger Bill_Altenburger@DELL.com (800) 456-3355 Ext: 5131860	<b>Billing information:</b> CITY OF JERSEY CITY 280 GROVE ST JERSEY CITY NJ 07302-3610 US (201) 547-4274
--	--

### Pricing Summary

Item	Qty	Unit Price	Subtotal
PowerEdge R640	2	\$10,806.12	\$21,612.24
PowerVault MD3420	1	\$21,333.19	\$21,333.19
		<b>Subtotal:</b>	<b>\$42,945.43</b>
		<b>Shipping:</b>	<b>\$0.00</b>
		<b>Environmental Fees:</b>	<b>\$0.00</b>
		<b>Non-Taxable Amount:</b>	<b>\$42,945.43</b>
		<b>Taxable Amount:</b>	<b>\$0.00</b>
		<b>Estimated Tax:</b>	<b>\$0.00</b>
		<b>Total:</b>	<b>\$42,945.43</b>

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.



# State of New Jersey

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

**CHRIS CHRISTIE**  
*Governor*  
**KIM GUADAGNO**  
*Lt. Governor*

**FORD M. SCUDDER**  
*State Treasurer*  
**MAURICE GRIFFIN**  
*ACTING Director*

**Amendment #: 03 (Revised)**  
**M-0483**  
**Solicitation #: 16-R-24098**

**TO:** All Using Agencies  
**DATE:** March 31, 2017  
**FROM:** James E. Strype, Procurement Lead  
**SUBJECT:** NASPO ValuePoint Computer Equipment

Please be advised that contract M0483 has been extended as noted:

Vendor	State Contract #	Expiration Date	New Expiration Term in Years
ACE TECHNOLOGY PARTNERS LLC	89964	March 31, 2020	3
CISCO SYSTEMS INC	89966	March 31, 2018	1*
COMPUTER TECHNOLOGY LINK	89971	March 31, 2020	3
DELL MARKETING LP	89967	March 31, 2020	3
EMC CORPORATION	89968	March 31, 2020	3
FIREFLY COMPUTERS LLC	89970	March 31, 2020	3
FUJITSU AMERICA INC	89972	March 31, 2018	1*
HEWLETT PACKARD ENTERPRISE	40116	March 31, 2018	1*
HITACHI DATA SYSTEMS CORP	89975	March 31, 2020	3
HOWARD INDUSTRIES INC	89976	March 31, 2020	3
HP INC	89974	March 31, 2020	3
IBM CORPORATION	40047	March 31, 2018	1*
LENOVO UNITED STATES INC	40121	March 31, 2020	3
MICROSOFT CORPORATION	40166	March 31, 2020	3
NETAPP INC	89977	March 31, 2020	3
NIMBLE STORAGE INC	89978	March 31, 2020	3
ORACLE AMERICA INC	42967	March 31, 2018	1*
PANASONIC CORPORATION	89980	March 31, 2018	1*
PURE STORAGE INC	89981	March 31, 2018	1*
TEGILE SYSTEMS INC	41458	March 31, 2018	1*
TINTRI INC	40294	March 31, 2018	1*
TRANSOURCE SERVICES CORP	89982	March 31, 2020	3
XIOTECH CORPORATION	89983	March 31, 2020	3

All other terms and conditions remain the same.  
Please retain this amendment with your Notice of Award for future reference.

this contract, asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, and technical support services required for the effective operation of a product.

- o Contractor may provide limited professional services associated with the equipment and configuration of the equipment purchased.
  - o Services purchased under this contract must be directly related to equipment purchased under this contract.
- Leasing and rental of equipment is not permitted under this contract for State agencies. Cooperative Purchasing Partners may finance their purchase, if permitted under law. If financing is through a lease agreement, that agreement is separate from this contract and is between the Contractor and the respective Cooperative Purchasing Partner only.

#### **1.4 CONTRACT NUMBERS AND TERM**

The State contract numbers are specified below:

<b>Vendor</b>	<b>NASPO ValuePoint Master Agreement #</b>	<b>NJ State Contract #</b>
Ace Technology Partners, LLC	MNWNC-101	89964
Cisco Systems, Inc.	MNWNC-105	89966
Computer Technology Link Corp (CTL)	MNWNC-106	89971
Dell Marketing LP	MNWNC-108	89967
EMC Corporation	MNWNC-109	89968
Firefly Computers, LLC	MNWNC-110	89970
Fujitsu America Inc.	MNWNC-111	89972
Grace Global Inc.	MNWNC-112	89973
HP Inc.	MNNVP-133	89974
Hewlett Packard Enterprise	MNNVP-134	40116
Hitachi Data Systems Corporation	MNWNC-113	89975
Howard Industries Inc.	MNWNC-114	89976
IBM Corporation	MNWNC-116	40047
Lenovo	MNWNC-117	40121
Microsoft Corporation	MNWNC-119	40166
Netapp Inc.	MNWNC-121	89977
Nimble Storage Inc.	MNWNC-122	89978
Oracle America Inc.	MNWNC-123	42967
Panasonic Corporation of North America	MNWNC-124	89980
Pure Storage Inc.	MNWNC-125	89981
Tegile Systems Inc	MNWNC-127	41458
Tintri Inc.	MNWNC-128	40294
Transource Service Corp.	MNWNC-130	89982
Xiotech Corporation	MNWNC-132	89983

The contract term is October 1, 2015 through March 31, 2018.

#### **1.5 OBTAINING QUOTES**

Prior to placing orders, Using Agencies should review applicable Circular letters and ensure compliance.

Several Contractors have elected to use "authorized dealers" to service their contract. Products are ordered directly through the authorized dealer. The dealer is listed on the Vendor's Web Site along with the Product catalogs and the procedure for obtaining price quotes.



## 1.0 BACKGROUND

### 1.1 PURPOSE AND INTENT

The purpose of Term Contract M0483 Computer Equipment, Peripherals & Related Services ("the contract" or "M0483") is to provide Using Agencies and Cooperative Purchasing Partners with a mechanism to procure computer equipment, peripherals and related services.

The State of New Jersey participated in the competitive bid process with the lead state of Minnesota. The sourcing team was comprised of members from Alaska, Arkansas, California, Colorado, Delaware, Iowa, Louisiana, Minnesota, Nebraska, Nevada, Oregon, and South Carolina, to leverage the combined purchasing power of these states and to achieve significant cost savings for taxpayers.

Minnesota entered a Master Agreement with following vendors for the bands indicated:

<b>Band 1-Desktop</b>	<b>Band 2-Laptop</b>	<b>Band 3-Tablet</b>	<b>Band 4-Server</b>	<b>Band 5-Storage</b>
Ace Apple Bytespeed Ciara <b>CTL</b> Dell Fujitsu Grace HP Inc. Howard Lenovo M&A Transource	Apple Bytespeed Ciara <b>CTL</b> Dell Fujitsu Grace HP Inc. Howard Lenovo Microsoft Panasonic Toshiba Transource	Apple Bytespeed Ciara <b>CTL</b> Dell Fujitsu HP Inc. Howard Lenovo M&A Microsoft Panasonic Samsung Toshiba Transource	Apple Bytespeed Ciara <b>CTL</b> Dell Fujitsu Hewlett Packard Enterprise Howard IBM Lenovo M&A Panasonic Samsung Toshiba Transource	Ace Bytespeed <b>CTL</b> Dell EMC Fujitsu Grace Hewlett Packard Enterprise Hitachi Howard IBM Lenovo M&A Microtech Netapp Nimble Oracle Pure Storage Tegile Tintri Transource Violin Memory Xiotech

\*Bolted contractors have a State contract

As of October 1, 2015 New Jersey awarded a state contract to Ace Technology Partners, LLC, Cisco Systems, Inc., CTL, Dell Marketing LP, EMC Corporation, Firefly Computers LLC, Fujitsu America, Inc., Grace Global Inc., Hewlett Packard Company, Hitachi Data Systems Corporation, Howard Computers, Netapp Inc., Nimble Inc., Panasonic Corporation of North America, Pure Storage Inc., Transource Service Corporation, and Xiotech Corporation.

As other vendors with a Master Agreement with Minnesota comply with State documentation requirements and execute a State PA, a state contract will be created under M0483.



STATE OF NEW JERSEY  
 PROCUREMENT BUREAU  
 33 WEST STATE ST 9TH FL TRENTON, NJ 08625-0230  
 MULTI-STATE CONTRACT

NUMBER : A89867  
 DATE : 03/30/17  
 BUYER : JAMES E STRYPE  
 PHONE : (609) 341-2977  
 EFFECTIVE DATE : 10/01/15  
 EXPIRATION DATE : 03/31/20  
 T-NUMBER : M0483  
 CONTRACTOR : DELL MARKETING LP

PAGE: 1

COMPUTER EQUIPMENT, PERIPHERALS  
 & RELATED SERVICES

DELL MARKETING LP  
 ACH ELECTRONIC PAYMENT  
 ONE DELL WAY  
 ROUND ROCK TX 78682

VENDOR NO. : 74248504 08  
 VENDOR PHONE : (800)981-3355  
 FEIN/SSN : 742616805  
 REQ AGENCY : 822050  
 PROCUREMENT BUREAU  
 AGENCY REQ NO. :  
 PURCH REQ NO. :  
 FISCAL YEAR : 16  
 COMMODITY CODE :  
 SOLICITATION # :  
 BID OPEN DATE : 00/00/00

TERM CONTRACT FROM: 10/01/15 TO: 03/31/20 ESTIMATED AMOUNT: \$ 2,808,685.65

1. ORDERING PERIOD: CONTRACT BEGINNING ORDERING PERIOD IS:10/01/15  
 CONTRACT ENDING ORDERING PERIOD DATE IS:03/31/20
2. F.O.B. POINT: DESTINATION
3. DELIVERY DELIVERY WILL BE MADE WITHIN 030 DAYS ARO UNLESS  
 SPECIFIED DIFFERENTLY ON EACH LINE OR UNLESS AN ALTERNATE  
 DELIVERY SCHEDULE IS INDICATED. AN ALTERNATE DELIVERY  
 SCHEDULE IS ENCLOSED HEREIN:NO
4. CASH DISCOUNT TERMS: CASH DISCOUNT TERMS ARE 00.00% DAYS.
5. PERFORMANCE BOND: PERFORMANCE BOND REQUIRED:NO ; DATE REQUIRED 00/00/00  
 AMOUNT \$0 ; PERCENT OF CONTRACT 0.00%
6. RETAINAGE: RETAINAGE PERCENT IS 0.00%
7. COOPERATIVE PROC: THIS CONTRACT IS AVAILABLE FOR POLITICAL SUBDIVISION USE UNDER  
 THE COOPERATIVE PROCUREMENT PROGRAM YES
8. BID REFERENCE NO: YOUR BID REFERENCE NUMBER IS:
9. AWARDED LINES: YOU WERE AWARDED 0 LINES FROM THE SOLICITATION NUMBER  
 THESE LINES ARE INCLUDED AS A PART OF THIS CONTRACT.  
 YOU WERE AWARDED 5 LINES FROM CO-OP REFERENCE #

ALL TERMS AND CONDITIONS AS A PART OF SOLICITATION NUMBER INCLUDING ANY ADDENDA  
 THERETO AND ALSO INCLUDING THE BIDDER'S PROPOSAL AS ACCEPTED BY THE STATE ARE  
 INCLUDED HEREIN BY REFERENCE AND MADE PART HEREOF EXCEPT AS SPECIFIED HEREIN

THIS IS NOTICE OF ACCEPTANCE BY THE DIRECTOR OF THE DIVISION OF PURCHASE AND  
 PROPERTY ACTING FOR AND ON BEHALF OF THE STATE OF NEW JERSEY, OF THE OFFER  
 REFERENCED ABOVE BY YOUR FIRM WHOSE NAME AND ADDRESS APPEAR ABOVE.

*J. Strype* 3/3/2017  
 BUYER DATE

*D. MacNeal* 4/3/2017  
 FOR DIRECTOR DATE  
 DIVISION OF PURCHASE AND PROPERTY

USING AGENCIES CANNOT PROCESS INVOICES FOR PAYMENT OF DELIVERED  
 GOODS AND/OR SERVICES UNTIL THE PROPERLY EXECUTED BOND HAS BEEN  
 RECEIVED AND ACCEPTED BY THE PURCHASE BUREAU.

VENDOR COPY

**PRICE SHEET**

**MULTI-STATE CONTRACT**

PROCUREMENT BUREAU  
PURCHASE BUREAU  
STATE OF NEW JERSEY  
33 WEST STATE ST 9TH FL  
PO BOX 230  
TRENTON

NJ 08625-0230

NUMBER : A89867  
T-NUMBER : M0483

CONTRACTOR: DELL MARKETING LP

PAGE

2

LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: R1 STATE-WIDE ONLY				
00001	COMMODITY CODE: 204-53-072691 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: DESKTOPS INCLUDING RELATED PERIPHERALS AND SERVICES.	1	EA	NET	
00002	COMMODITY CODE: 204-54-072692 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: LAPTOPS INCLUDING RELATED PERIPHERALS AND SERVICES.	1	EA	NET	
00003	COMMODITY CODE: 204-53-088303 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: TABLETS INCLUDING RELATED PERIPHERALS AND SERVICES.	1	EA	NET	
00004	COMMODITY CODE: 204-91-072697 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: SERVERS INCLUDING RELATED PERIPHERALS AND SERVICES.	1	EA	NET	
00005	COMMODITY CODE: 206-89-072698 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: STORAGE INCLUDING RELATED PERIPHERALS AND SERVICES.	1	EA	NET	



STATE OF NEW JERSEY

PROCUREMENT BUREAU
33 WEST STATE ST 9TH FL TRENTON, NJ 08625-0230
MULTI-STATE CONTRACT

COMPUTER EQUIPMENT, PERIPHERALS
& RELATED SERVICES

NUMBER : A89867
DATE : 10/06/15
BUYER : VICENTE AZARCON
PHONE : (609) 292-0250
EFFECTIVE DATE : 10/01/15
EXPIRATION DATE : 03/31/17
T-NUMBER : M0483
CONTRACTOR : DELL MARKETING LP

DELL MARKETING LP
ACH ELECTRONIC PAYMENT
ONE DELL WAY
ROUND ROCK

TX 78682

VENDOR NO. : 742485040 08
VENDOR PHONE : (800)981-3355
FEIN/SSN : 742616805
REQ AGENCY : B22050
PROCUREMENT BUREAU

AGENCY REQ NO. :
PURCH REQ NO. :
FISCAL YEAR : 16
COMMODITY CODE :
SOLICITATION # :
BID OPEN DATE : 00/00/00

TERM CONTRACT FROM: 10/01/15 TO: 03/31/17 ESTIMATED AMOUNT: \$250,854,255.37

- 1. ORDERING PERIOD: CONTRACT BEGINNING ORDERING PERIOD IS:10/01/15
CONTRACT ENDING ORDERING PERIOD DATE IS:03/31/17
2. F.O.B. POINT: DESTINATION
3. DELIVERY DELIVERY WILL BE MADE WITHIN 030 DAYS ARO UNLESS
SPECIFIED DIFFERENTLY ON EACH LINE OR UNLESS AN ALTERNATE
DELIVERY SCHEDULE IS INDICATED. AN ALTERNATE DELIVERY
SCHEDULE IS ENCLOSED HEREIN:NO
4. CASH DISCOUNT TERMS: CASH DISCOUNT TERMS ARE 00.00% DAYS.
5. PERFORMANCE BOND: PERFORMANCE BOND REQUIRED:NO ; DATE REQUIRED 00/00/00
AMOUNT \$0 ; PERCENT OF CONTRACT 0.00%
6. RETAINAGE: RETAINAGE PERCENT IS 0.00%
7. COOPERATIVE PROC: THIS CONTRACT IS AVAILABLE FOR POLITICAL SUBDIVISION USE UNDER
THE COOPERATIVE PROCUREMENT PROGRAM YES
8. BID REFERENCE NO: YOUR BID REFERENCE NUMBER IS:
9. AWARDED LINES: YOU WERE AWARDED 0 LINES FROM THE SOLICITATION NUMBER
THESE LINES ARE INCLUDED AS A PART OF THIS CONTRACT.
YOU WERE AWARDED 5 LINES FROM CO-OP REFERENCE #

ALL TERMS AND CONDITIONS AS A PART OF SOLICITATION NUMBER INCLUDING ANY ADDENDA
THERETO AND ALSO INCLUDING THE BIDDER'S PROPOSAL AS ACCEPTED BY THE STATE ARE
INCLUDED HEREIN BY REFERENCE AND MADE PART HEREOF EXCEPT AS SPECIFIED HEREIN

THIS IS NOTICE OF ACCEPTANCE BY THE DIRECTOR OF THE DIVISION OF PURCHASE AND
PROPERTY ACTING FOR AND ON BEHALF OF THE STATE OF NEW JERSEY, OF THE OFFER
REFERENCED ABOVE BY YOUR FIRM WHOSE NAME AND ADDRESS APPEAR ABOVE.

BUYER

DATE

FOR DIRECTOR

DIVISION OF PURCHASE AND PROPERTY

USING AGENCIES CANNOT PROCESS INVOICES FOR PAYMENT OF DELIVERED
GOODS AND/OR SERVICES UNTIL THE PROPERLY EXECUTED BOND HAS BEEN
RECEIVED AND ACCEPTED BY THE PURCHASE BUREAU.

VENDOR COPY

**PRICE SHEET**

**MULTI-STATE CONTRACT**

PROCUREMENT BUREAU  
PURCHASE BUREAU  
STATE OF NEW JERSEY  
33 WEST STATE ST 9TH FL  
PO BOX 230  
TRENTON

NJ 08625-0230

NUMBER : A89967  
T-NUMBER : M0483

PAGE

2

CONTRACTOR: DELL MARKETING LP

LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: R1 STATE-WIDE ONLY				
00001	COMMODITY CODE: 204-53-072691 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: DESKTOPS INCLUDING RELATED PERIPHERALS AND SERVICES.	1	EA	NET	
00002	COMMODITY CODE: 204-54-072692 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: LAPTOPS INCLUDING RELATED PERIPHERALS AND SERVICES.	1	EA	NET	
00003	COMMODITY CODE: 204-53-088303 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: TABLETS INCLUDING RELATED PERIPHERALS AND SERVICES.	1	EA	NET	
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00005	COMMODITY CODE: 206-89-072698 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: STORAGE INCLUDING RELATED PERIPHERALS AND SERVICES.	1	EA	NET	

**STATE OF NEW JERSEY**  
**PARTICIPATING ADDENDUM STANDARD TERMS AND CONDITIONS**

Under  
NASPO ValuePoint, formerly Western States Contracting Alliance ("WSCA")  
Contract for Computer Equipment  
Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices  
Including Related Peripherals and Services  
[State of Minnesota Master Contract Number MNWNC-108]

This Participating Addendum is made as of October 1, 2015, or the last date of signature below, whichever is later (the "Effective Date"), by and between, Dell Marketing L.P., whose address is One Dell Way, Mail Stop 1-33, Round Rock, Texas, 78682 ("Contractor"), and the State of New Jersey, Department of the Treasury, Division of Purchase and Property ("Participating State" or "State") whose address is 33 West State Street, 8th Floor, P.O. Box 039, Trenton, New Jersey 08625, on behalf of the State of New Jersey and all "Authorized Purchasers" (as defined below). For clarification of references throughout this document, the term "State," in any form, refers to the State and any Authorized Purchaser, unless otherwise indicated.

WHEREAS, pursuant to N.J.S.A. 52:34-6.2, the Director (the "Director") of the Division of Purchase and Property, Department of the Treasury (the "Division") "may enter into cooperative purchasing agreements with one or more states for the purchase of goods and services;" and

WHEREAS, the State of Minnesota and Contractor have entered into Master Agreement # MNWNC-108 (the "WSCA Master Agreement"), which may be found at the following URL:

<http://www.naspovaluepoint.org/#/contract-details/52/overview/general>, awarded in accordance with the State of Minnesota Request for Proposal for Computer Equipment; and

WHEREAS, the State of New Jersey participated in the publicly advertised, competitive bidding process with fifteen other states and evaluated the proposals; and

WHEREAS, the Director has determined that entering into a Participating Addendum with Contractor under the WSCA Master Agreement to provide computer equipment is the most cost effective method of procuring these products and services, and that it is in the best interest of the State to enter into a Participating Addendum with Contractor; and

WHEREAS, the parties seek to enter into this Participating Addendum to memorialize the terms of their contractual relationship;

Addendum. In the event of a conflict, the terms of this Participating Addendum shall prevail.

- c. Any reference in Contractor's documents to website URLs that contain additional terms and conditions are subject to the terms and conditions of this Participating Addendum. In the event of a conflict, the terms of this Participating Addendum shall prevail.
6. Amendments - This Participating Addendum may not be amended except in a writing signed by both parties.

### 2.0 Scope of Services:

1. The WSCA Master Agreement, together with its exhibits, as now or hereafter amended, made by the original parties thereto during the term of this Participating Addendum, is incorporated herein as if set forth at length. For the avoidance of doubt, the term "WSCA Master Agreement," as used herein, includes the WSCA Master Agreement, its exhibits, the Solicitation (RFP), and Contractor's response to the Solicitation, as expressly accepted, in writing, into the WSCA Master Agreement, as an exhibit or attachment. All rights and obligations between the parties are governed by the terms of the WSCA Master Agreement, as amended by this Participating Addendum (collectively, the "Agreement").
2. The suite of products and services available under this Participating Addendum to any Authorized Purchaser (as hereinafter defined) are as set forth in the price lines in New Jersey Contract Number 89967. The full suite of product and service offerings available under the WSCA Master Agreement may be procured under this Participating Addendum. However, notwithstanding anything to the contrary contained in the WSCA Master Agreement, the Contractor may not sell Third Party Products (as defined in the RFP) under this Participating Addendum if the Third Party Products were manufactured by another Contractor that has been awarded a Participating Addendum by the State.
3. The Contractor shall deliver a copy of the required summary and detailed sales reports described in Section B27 of the WSCA Master Agreement ("Reports") to the Procurement Specialist and State Contract Manager within ten (10) days of providing the Reports to the Lead State and WSCA-NASPO. The Reports may be limited to Sales made to Authorized Purchasers under this Participating Addendum.

### 3.0 Restrictions:

1. This Participating Addendum incorporates all restrictions provided in Section G of the Minnesota Request for Proposal, Computer Equipment, except for Item G(a)(4). Middleware may accompany the initial purchase of equipment if it is directly related to, and required to operate, the equipment purchased. Middleware may not be purchased after the initial purchase of equipment. This restriction may be waived on a case by case basis in the sole discretion of the Director.

2. Configuration Limits - The following configuration limits apply to all purchases made under this Participating Addendum. The dollar limits are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations.

ITEM	CONFIGURATION
Server	\$750,000
Storage	\$1,000,000
Desktops	\$15,000
Laptops	\$15,000
Tablets	\$10,000
Peripherals	\$50,000
Services	No dollar limit

These configuration limits may be waived on a case by case basis or adjusted via the State's contract Method of Operation in the sole discretion of the Director.

3. Services -

- a. The following services are permitted under this Participating Addendum: installation/de-installation, maintenance, support, training, migration, optimization of products supplied under this Participating Addendum, asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, and technical support services required for the effective operation of a product.
  - b. Contractor may provide limited professional services associated with the equipment and configuration of the equipment purchased.
  - c. Services purchased under this Participating Addendum must be directly related to equipment purchased under this Participating Addendum.
4. Leasing and rental of equipment is not permitted under this Participating Addendum for State agencies. Authorized Purchasers, as defined in Section 5.0(2)-(5) may finance their purchase, if permitted under law. If financing is through a lease agreement, that agreement is separate from this Participating Addendum and is between the Contractor and the respective Authorized Purchaser only.

4.0 Termination of Contract:

1. For Convenience-

Notwithstanding any provision or language in the WSCA Master Agreement to the contrary, the Director may terminate at any time, in whole or in part, this Participating Addendum or any contract entered into pursuant to this Participating Addendum, for the convenience of the State, upon no less than forty-five (45) days written notice to the Contractor. Termination under this paragraph will not terminate unfulfilled orders placed by Authorized Purchasers prior to the effective date of termination.

2. For cause-

A. Where the Contractor fails to perform or comply with the Agreement or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate this Participating Addendum, in whole or in part,



5.0 Authorized Purchasers:

"Authorized Purchasers" under this Participating Addendum shall mean the State and the following:

1. State agencies.
2. Quasi-State Agencies - A "Quasi-State Agency" is any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member, as defined in N.J.S.A. 52:27B-56.1, provided that any sale to any such bi-state governmental entity is for use solely within the State of New Jersey.
3. Political Subdivisions, Volunteer Fire Departments And First Aid Squads, And Independent Institutions Of Higher Education - Counties, municipalities and school districts as defined in N.J.S.A. 52:25-16.1., volunteer fire departments, volunteer first aid squads and rescue squads as defined in N.J.S.A. 52:25-16.2., independent institutions of higher education as defined in N.J.S.A. 52:25-16.5, provided that each purchase by the independent institution of higher education shall have a minimum cost of \$500. The extension to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education must be under the same terms and conditions, including price, applicable to the State.
4. State Colleges - in accordance with N.J.S.A. 18A:64-60.
5. County Colleges - in accordance with N.J.S.A. 18A:64A- 25.9.

All participants other than the State and State agencies are responsible for the full cost of their purchases.

6.0 Modified WSCA Master Agreement Terms:

1. Section B28, Acceptance And Acceptance Testing, in the Master Agreement is deleted in its entirety and replaced with the following:

**28. ACCEPTANCE AND ACCEPTANCE TESTING**

A. Acceptance. Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within sixty (60) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 60 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 61st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

**B. Acceptance Testing.** The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.

**7.0 Authorized Resellers and Subcontractors:**

Contractor has the right to utilize Authorized Resellers, as fulfillment agents under this Participating Addendum, e.g., for direct order taking, processing, fulfillment, invoicing, receiving payment, or provisioning. As used herein, the term "Authorized Reseller" shall include authorized partners, or similar authorized agents used by Contractor to provide the products and services described in the preceding sentence, as such terms are defined in the Solicitation (RFP) and the WSCA Master Agreement. However, this Participating Addendum may not be subcontracted or assigned by the Contractor, in whole or in part, without the prior written consent of the Director, which shall not be unreasonably withheld. Such consent, if granted, shall not relieve the Contractor of any responsibilities under this Participating Addendum. For the avoidance of doubt, the Contractor shall be responsible for obtaining all required forms from each Authorized Reseller or subcontractor and submit the required forms to the State. The State will not accept forms directly from an Authorized Reseller and/or subcontractor.

Contractor and the State agree to the minimum of 2 and maximum of 17 Authorized Resellers under this Participating Addendum.

Authorized Resellers may be removed and/or added upon a ten (10) business days' prior written notice to the State during the term of this Participating Addendum, but under no circumstance shall the total number of Authorized Resellers exceed the aforementioned maximum.

The Contractor and the State each reserve the right to remove an Authorized Reseller at its discretion for cause, for not meeting established vendor criteria under this Participating Addendum, or where the addition, or continued use, of the entity would violate any state or federal law or regulation. If an Authorized Reseller is removed for any reason, Contractor will name the alternate Authorized Reseller responsible to fulfill in a timely manner each responsibility of the removed Authorized Reseller.

The name, address and contact information for Contractor-approved Authorized Resellers shall be separately set forth at the Contractor's website, as amended by Contractor during the term of this Participating Addendum, including any applicable technical certifications or general limitations (e.g., geographic) or Contractor qualifying criteria as applicable (qualifying criteria).

For the avoidance of doubt, Contractor may also utilize a direct pay model.

Contractors may also utilize Partners, as defined in the RFP, which do not receive purchase orders, submit invoices, or receive payment. If utilized by Contractor and approved by the State, Partners are subject to the same requirements as a subcontractor as described in this Participating Addendum.

Liability Act, N.J.S.A. 59:13-1 et seq., may begin until either such persons conclude, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely.

**16.0 Waiver:**

No term or provision of this Participating Addendum shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or any subsequent breach, except as may be expressly provided in the waiver or consent.

**17.0 The State of New Jersey Mandatory Certification Requirements:**

The following are New Jersey procurement requirements that Contractor agrees to fulfill prior to the Effective Date. Some Authorized Purchasers may have additional requirements when placing an order and Contractor shall comply with same as necessary.

1. New Jersey Business Registration (N.J.S.A. 52:32-44);
2. Ownership Disclosure (N.J.S.A. 52:25-24.2);
3. Disclosure of Investment Activities in Iran (N.J.S.A. 52:32-55 et seq.)
4. Executed MacBride Principles (N.J.S.A. 52:34-12.2);
5. Completed Contractor Certification and Disclosure of Political Contributions (N.J.S.A. 19:44A-20:13 et. seq.);
6. Disclosure of Investigations and Actions Involving Bidder
7. Vendor Certification (P.L. 2005, c.271);
8. Proof of insurance as specified herein;
9. Proof of compliance with New Jersey Affirmative Action requirements (N.J.A.C. 17:27-1.1 et. seq.)
  - a. New Jersey Form AA-302 Affirmative Action Employee Information Report; or New Jersey Affirmative Action Certificate; or Federal Affirmative Action Approval Letter.

**18.0 Primary Contacts:**

The Division of Purchase and Property contact for this Participating Addendum is as follows:

Name:	Vicente Azarcon
Title:	Procurement Specialist
Participating Entity Name:	Division of Purchase and Property, Department of the Treasury State of New Jersey
Address:	33 West State Street, 8 <sup>th</sup> Floor PO Box 230 Trenton, New Jersey 08625-0230
Telephone:	(609) 292-0250
Fax:	(609) 292-5170
E-mail:	<a href="mailto:vicente.azarcon@treas.nj.gov">vicente.azarcon@treas.nj.gov</a>

IN WITNESS WHEREOF, authorized representatives of Contractor and the State have executed this Participating Addendum to be effective on the 1st day of September, 2015.

<p>State of New Jersey, Department of the Treasury, Division of Purchase and Property</p> <p>By: <u>[Signature]</u></p> <p>Name: <u>J. J. Gilsa, Director</u></p> <p>Title: Director</p> <p>Date: <u>9/25/15</u></p>	<p>CONTRACTOR <u>Bell Marketing LP</u></p> <p>By: <u>[Signature]</u></p> <p>Name: <u>Steven Kalinski</u></p> <p>Title: <u>Contracts Manager</u></p> <p>Date: <u>8/14/2015</u></p>
<p>Approved as to Form: John J. Hoffman Acting Attorney General of the State of New Jersey</p> <p>By: <u>[Signature]</u></p> <p>Name: <u>John J. Hoffman</u></p> <p>Title: Deputy Attorney General</p> <p>Date: <u>9/10/15</u></p>	



## New Jersey Division of Revenue

Revenue

NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0095191 FOR DELL MARKETING LP IS VALID.

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

Representative's Signature: *Lauren Warfield*

Name of Company: Dell Marketing L.P.

Tel. No.: 508-249-2265

Date: 2/14/2018

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

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

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

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

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

Representative's Name/Title Print: Lauren Warfield Advisor, HR Compliance

Representative's Signature: *Lauren Warfield*

Name of Company: Dell Marketing L.P.

TEL No.: 508-249-2265

Date: 2/14/2018

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

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

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

Business Name : Dell Marketing L.P.  
Address : One Dell Way Round Rock, Texas 78682  
Telephone No. : +1 512 723 0978  
Contact Name : Lorri Rowan

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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



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

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

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

Business Name: Dell Marketing L.P.  
Address: One Dell Way Round Rock, Texas 78682  
Telephone No. : +1 512 723 0978  
Contact Name: Lorri Rowan

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned  
Business (MWBE)

Woman Owned business (WBE)

Neither

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

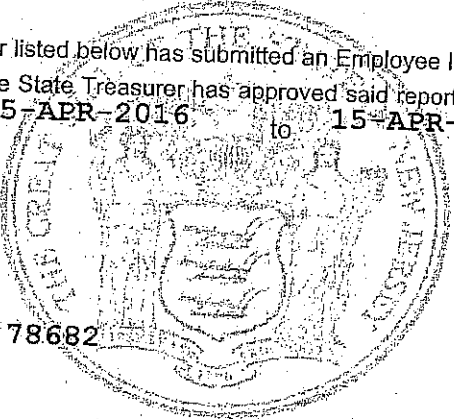
Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Certification 7504

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-APR-2016** to **15-APR-2019**.



DELL INC.  
ONE DELL WAY  
ROUND ROCK

TX 78682



A handwritten signature in black ink, appearing to read "Ford M. Scudder".

FORD M. SCUDDER  
Acting State Treasurer

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

City Clerk File No. Res. 18-321

Agenda No. 10-Z-4

Approved: MAR 28 2018

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO THE INSTITUTE FOR FORENSIC PSYCHOLOGY FOR THE PSYCHOLOGICAL EVALUATIONS OF (100) POLICE RECRUITS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

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

**WHEREAS**, in conformity with N.J.S.A. 40A:11-6.1(a) the City of Jersey City ("City") solicited one quote for psychological evaluations of (100) police recruits; and

**WHEREAS**, the Institute for Forensic Psychology submitted a quote in the amount of thirty seven thousand, five hundred dollars (\$37,500); and

**WHEREAS**, the Purchasing Agent certifies that it was impracticable to solicit any other quotes for the psychological testing as Institute for Forensic Psychology is involved with ongoing Civil Service appeals and the service cannot be changed while the appeals are pending; and

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

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

**WHEREAS**, the Director of the Division of Police has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

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

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

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

**WHEREAS**, funds in the amount of \$1,000.00 are available in the Operating Account:

Account	PO #	Total Contract	Temp Encumbrance
01-201-25-240-312	128208	\$37,500.00	\$1,000.00

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

1. A contract in the amount of \$37,500.00 for the psychological evaluations of (100) police recruits is awarded to the Institute for Forensic Psychology.
2. The term of the contract shall be effective March 1, 2018 through December 31, 2018.
3. Upon certification by an official or employee of the City authorized to receive the services pursuant to the contract, that the same has been received and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on Page 2)

City Clerk File No. Res. 18-321

Agenda No. 10-Z-4

TITLE: **MAR 28 2018**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO THE INSTITUTE FOR FORENSIC PSYCHOLOGY FOR THE PSYCHOLOGICAL EVALUATIONS OF (100) POLICE RECRUITS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE**

- 4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this resolution.
- 5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2018 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2018 fiscal year permanent budget.

Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$1,000.00 are available in the Operating Account.

Account	PO #	Total Contract	Temp Encumbrance
01-201-25-240-312	128208	\$37,500.00	\$1,000.00

Approved:

Peter Folgado, Director of Purchasing,  
QPA, RPPO

3/5/18  
Date

PF/pw/RR  
2/16/18

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

APPROVED AS TO LEGAL FORM

*RR*  
*3-14-18*

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

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

Certification Required

Not Required

APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												3.28.18
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	
RIDLEY			ABSENT	YUN	✓			RIVERA	✓			
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓			
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – CONTRACTUAL 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 THE INSTITUTE FOR FORENSIC PSYCHOLOGY FOR THE PSYCHOLOGICAL EVALUATIONS OF (100) POLICE RECRUITS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE**

**Initiator**

Department/Division	PUBLIC SAFETY	POLICE
Name/Title	DIRECTOR JAMES SHEA	PUBLIC SAFETY
Phone/email	201-547-5769	JSHEA@NJJCPS.ORG

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

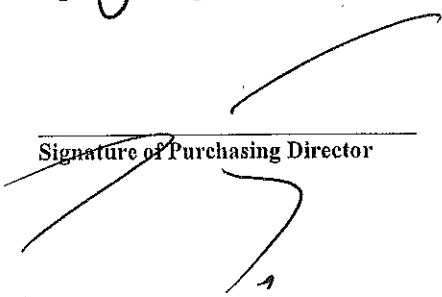
**Resolution Purpose**

FOR PSYCHOLOGICAL EVALUATIONS OF (100) POLICE RECRUITS

I certify that all the facts presented herein are accurate.

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

2/21/18  
Date

  
\_\_\_\_\_  
Signature of Purchasing Director

3/5/18  
Date

## AGREEMENT

Agreement made this      day of                      , 2018 by and between the City of Jersey City ("City"), a municipal corporation of the State of New Jersey and the Institute for Forensic Psychology, P.C. ("Consultant"), 5 Fir Court, Suite 2, Oakland, New Jersey 07436.

WHEREAS, the City requires the services of a psychologist to conduct pre-employment psychological evaluation of police recruits for the Jersey City Police Department; and

WHEREAS, the Consultant is a licensed psychologist and can provide these services to the City.

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

1.      Scope of Services:  
         Consultant will conduct pre-employment psychological evaluations of 100 recruits for the Jersey City Police Department.
  
2.      Term:  
         The term of this Agreement begins on March 29, 2018 and ends on December 31, 2018.
  
3.      Fee Schedule:  
         The City shall pay Consultant and Consultant agrees to accept as full payment for services provided under this Agreement a total fee of \$37,500.00. This fee shall be paid in monthly installments after the City receives a monthly billing statement from Consultant.
  
4.      Indemnification and Insurance:

The services to be rendered under this Agreement will be rendered entirely at the Consultant's risk. The Consultant shall purchase and maintain at its expense sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Malpractice and shall be subject to the City's Risk Manager's approval for adequacy of protection. Certificates of such insurance, naming the City as an

additional insured, when possible, shall be provided. Insurance requirements are as follows:

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

The Consultant shall indemnify and hold harmless the City from and against all claims, damages, losses, and expenses including all reasonable counsel fees incurred by the City for any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Consultant, its agents, servants, and/or employees that result in any loss of life or property or in any injury or damage to persons or property.

5. Termination:

Either party shall have the right to terminate this Agreement in whole or in part without cause at any time upon 30 days' written notice. Upon receipt of termination notice, Consultant shall immediately discontinue services. Consultant shall be paid the amount earned by or reimbursable to Consultant hereunder to the time specified in said notice. Consultant shall have no further claim against the City with respect thereto.

6. Entire Agreement:

This Agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

7. Assignment:

Consultant shall make no assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement.

8. Choice of Law:

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be constructed in accordance with the laws of the State of New Jersey.

9. Modification:

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the Agreement.

10. Counter-parts:

This Agreement shall be executed in four counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document

11. Paragraph Headings:

The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

12. Severability:

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement

13. Indulgences:

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

14. Notice:

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

Robert Kakoleski  
Business Administrator  
City Hall, 280 Grove St.  
Jersey City, N.J. 07302

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



15. New Jersey Business Registration Requirements:

The Consultant shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Consultant.

Before final payment on the contract is made by the contracting agency, the Consultant shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Consultant and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

16. City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that the 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.

17. Political Contribution Prohibition

This contract has been awarded to the Consultant based on the merits and abilities of the Consultant 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 Consultant, 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.

18. Chapter 271 Political Contribution Disclosure

Consultant 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 Consultant receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Consultant's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

19. City of Jersey City Lobbyist Disclosure Ordinance

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

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.

City of Jersey City

Institute for Forensic Psychology, P.C.

By: \_\_\_\_\_  
Robert Kakoleski  
Business Administrator

By: \_\_\_\_\_

ATTEST:

ATTEST:

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

\_\_\_\_\_

RR  
3-19-18


## DETERMINATION OF VALUE CERTIFICATION

I, James Shea, of full age, hereby certify the following:

1. I am the Public Safety Director for the City of Jersey City Police Department.
2. Attached in this Certification is resolution awarding a contract to Institute for Forensic Psychology for the Psychological Evaluations
3. The term of the contract is one year effective as of January 1, 2018.
4. The amount of the contact is \$37, 500.00 which exceeds \$17,500.00.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date

2/21/18

  
James Shea, Director of Public Safety



**CITY OF JERSEY CITY**  
 394 CENTRAL AVE.  
 2ND FLOOR  
 JERSEY CITY NJ 07307  
**PURCHASE ORDER & VOUCHER**

**PURCHASE ORDER NUMBER**  
**128208**

CHECK NO. \_\_\_\_\_  
 CHECK DATE \_\_\_\_\_  
 VOUCHER NO. \_\_\_\_\_  
 VENDOR INV.# \_\_\_\_\_

**REQUISITION # 0182688**  
**BUYER P2PRESO**

DATE: 02/15/2018  
 VENDOR NO: IN285970

**VENDOR INFORMATION**

**INSTITUTE FOR FORENSIC  
 PSYCHOLOGY**  
 5 FIR COURT, SUITE 2  
 OAKLAND NJ 07436

**DELIVER TO**  
**POLICE DEPARTMENT**  
**1 JOURNAL SQ PLAZA**  
**4TH FLOOR**  
**JERSEY CITY NJ 07306**

**BILL TO**  
**POLICE DEPARTMENT**  
**1 JOURNAL SQ PLAZA**  
**4TH FLOOR**  
**JERSEY CITY NJ 07306**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	<b>PSYCHOLOGICAL EVAL</b>  FOR ONE HUNDRED (100) POLICE OFFICER RECRUITS FOR THE DEPT OF PUBLIC SAFETY, DIV OF POLICE \$375 PER EXAMINATION, QUOTE: 316  MARCH 1, 2018 - DECEMBER 31, 2018  TEMP ENCUMBRANCE: \$1,000.00 TOTAL CONTRACT: \$37,500.00  PTPRESO _____, APPROVED _____  PARTIAL PAYMENT VOUCHERS	01-201-25-240-312	1,000.0000	1,000.00

TAX EXEMPTION NO. 22-6002013

**PO Total 1,000.00**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X** \_\_\_\_\_  
 VENDOR SIGN HERE

\_\_\_\_\_  
 OFFICIAL POSITION DATE

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

\_\_\_\_\_  
 TITLE OR POSITION DATE

\_\_\_\_\_  
 APPROVED BY THE PURCHASING AGENT DATE

\_\_\_\_\_  
 APPROVED BY ACCOUNTS & CONTROL DATE

**Original Copy**

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**

**Institute for Forensic Psychology**

5 Fir Court  
 Suite 2  
 Oakland, NJ 07436  
 U.S.A.

Voice: 201-337-4996  
 Fax: 201-337-8378

**QUOTATION**

Quote Number: 316  
 Quote Date: Jan 1, 2018  
 Page: 1

**Customer:**  
 JERSEY CITY POLICE DEPARTMENT  
 1 JOURNAL SQUARE PLAZA, 4TH FL  
 JERSEY CITY, NJ 07306

Customer ID	Good Thru	Payment Terms	Sales Rep
JERSEY CITY P.D.	12/31/18	Net 30 Days	

Quantity	Description	Unit Price	Amount
100.00	PSYCHOLOGICAL EVALUATION FOR ONE HUNDRED (100) POLICE OFFICER RECRUITS OF THE CITY OF JERSEY CITY POLICE DEPARTMENT @ \$375.00 PER EXAMINATION, FROM 01/01/18 THRU 12/31/18.	375.00	37,500.00
Subtotal			37,500.00
Sales Tax			
<b>TOTAL</b>			<b>37,500.00</b>



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** INSTITUTE FOR FORENSIC PSYCHOLOGY, P.C.

**Trade Name:**

**Address:** 5 FIR COURT, SUITE 4  
OAKLAND, NJ 07436-1821

**Certificate Number:** 0085654

**Effective Date:** December 26, 1996

**Date of Issuance:** February 15, 2018

**For Office Use Only:**

20180215151453030





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

**Part I - Vendor Affirmation**

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

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
MATTHEW GUILLEY	22 Stone Fence Rd, Oakland, NJ 07436
LEWIS SCHLOSSER	420 E 72nd St, Apt 11L, NY, NY 10021

**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: INSTITUTE FOR FORENSIC PSYCHOLOGY  
 Signature of Affiant: [Signature] Title: PRESIDENT  
 Printed Name of Affiant: MATTHEW GUILLEY Date: 2/15/18

Subscribed and sworn before me this 15<sup>th</sup> day of February, 2018.

Wendy Marie Cianciaruso

[Signature]  
 (Witnessed or attested by)

My Commission expires:

(Seal)

**WENDY MARIE CIANCARUSO**  
 Commission # 2437652  
 Notary Public, State of New Jersey  
 My Commission Expires  
**August 21, 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 INSTITUTE FOR FORENSIC PSYCHOLOGY (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 INSTITUTE FOR FORENSIC PSYCHOLOGY (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: INSTITUTE FOR FORENSIC PSYCHOLOGY

Signed: [Signature] Title: President

Print Name: Matthew Guller Date: 2/15/18

Subscribed and sworn before me this 15<sup>th</sup> day of February, 2018.

My Commission expires: August 21, 2018

Wendy Marie Cianciaruso

[Signature]  
(Affiant)  
Matthew Guller, President  
(Print name & title of affiant) (Corporate Seal)

WENDY MARIE CIANCARUSO  
Commission # 2437652  
Notary Public, State of New Jersey  
My Commission Expires  
August 21, 2018

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

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

Representative's Signature: 

Name of Company: INSTITUTE FOR FORENSIC PSYCHOLOGY

Tel. No.: 201-337-4996 Date: 2/15/16

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

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

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

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

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

Representative's Name/Title Print: Matthew Guller, President  
Representative's Signature: [Signature]  
Name of Company: INSTITUTE FOR FORENSIC PSYCHOLOGY  
Tel. No.: 201-337-4996 Date: 2/15/18

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

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

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

Business Name : INSTITUTE FOR FORENSIC PSYCHOLOGY  
Address : 5 Fir Ct, Ste 2, Oakland, NJ 07436  
Telephone No. : 201-337-4996  
Contact Name : Matthew Guiler

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

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

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

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

Business Name: INSTITUTE FOR FORENSIC PSYCHOLOGY  
Address: 5 FIR CT, STE 2, OAKLAND, NJ 07436  
Telephone No.: 201-331-4996  
Contact Name: MATTHEW FULLER

Please check applicable category:

- |  |   |
|--|---|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE)    | <input checked="" type="checkbox"/> Neither                     |

**Definitions  
Minority Business Enterprise**

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

Certification

9041

**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-DEC-2012**

to

**15-DEC-2019**

**INSTITUTE FOR FORENSIC PSYCHOLOGY  
5 FIR COURT, SUITE. 2  
OAKLAND NJ 07436**



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

Andrew P. Sidamon-Eristoff  
State Treasurer

# CITY OF JERSEY CITY

Requisition #

0182688

Assigned PO #

## Requisition

**Vendor**  
INSTITUTE FOR FORENSIC  
PSYCHOLOGY  
5 FIR COURT, SUITE 2  
OAKLAND NJ 07436  
IN285970

**Dept. Bill To**  
POLICE DEPARTMENT  
1 JOURNAL SQ PLAZA  
4TH FLOOR  
JERSEY CITY NJ 07306

**Dept. Ship To**

**Contact Info**

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	ENCUMBRANCE FUNDS	01 201 25 240 312	1,000.00	1,000.00
		AN ENCUMBRANCE FOR PSYCHOLOGICAL EVALUATIONS FOR ONE HUNDRED (100) POLICE OFFICER RECRUITS FOR THE JERSEY CITY POLICE DEPARTMENT @375 PER EXAMINATION.			
		FROM JANUARY 1, 2018 THRU DECEMBER 31, 2018			
		TEMPORARY ENCUMBRANCE IS \$1,000.00 TOTAL CONTRACT IS \$37,500.00			
		PARTIAL PAYMENT VOUCHERS			

Requisition Total 1,000.00

Req. Date: 02/14/2018

Requested By: MRIVERA

Buyer Id:

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

**This Is Not A Purchase Order**



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

City Clerk File No. Res. 18-322

Agenda No. 10.Z.5

Approved: MAR 28 2018

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO MASER CONSULTING, P.A., FOR THE IMPLEMENTATION OF THE OPERATIONS AND MAINTENANCE PLAN (O&M PLAN) FOR THE REMAINDER OF 2018 THROUGH THE FIRST QUARTER OF 2019 ON THE PJP LANDFILL SITE, PROJECT NO. 10-018, AT 400 SIP AVENUE, ROUTES 1&9, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

COUNCIL AS A WHOLE  
FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE

**WHEREAS**, the City of Jersey City (City) took possession of the PJP Landfill Site, Project No. 10-018, located at 400 Sip Avenue (Site) through condemnation proceedings on June 18, 2010; and

**WHEREAS**, the Site is listed on the National Priorities List (NPL) of Superfund, which is the federal government's program to clean up the nation's uncontrolled hazardous waste sites, has undergone site remediation and capping, and is currently undergoing Operations and Maintenance (O&M) procedures and monitoring; and

**WHEREAS**, the United States Environmental Protection Agency (USEPA) and the New Jersey Department of Environmental Protection (NJDEP) require the City to continue retaining an environmental engineering firm to implement the O&M Plan for the PJP Landfill Site; and

**WHEREAS**, in response to the City's request for proposals for O&M services for the remainder of 2018 through the first quarter of 2019, Maser Consulting, P.A., submitted the attached proposal dated March 14, 2018 in the amount of Two Hundred Sixty Six Thousand Four Hundred Dollars (\$266,400.00); and

**WHEREAS**, the total contract amount for the professional environmental engineering services to conduct O&M services on the PJP Landfill Site for the remainder of 2018 through the first quarter of 2019 shall be for a sum not to exceed Two Hundred Sixty Six Thousand Four Hundred Dollars (\$266,400.00); and

**WHEREAS**, funding in the amount of Two Hundred Sixty Six Thousand Four Hundred Dollars (\$266,400.00) is available for this expenditure from:

Account # 04-215-55-117-990 Requisition # 0183058 P.O. # 128635 Amount \$266,400.00

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(i); and

**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection; and

**WHEREAS**, this contract is awarded pursuant to the fair and open process of the Pay-To-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, 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.

**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO MASER CONSULTING, P.A., FOR THE IMPLEMENTATION OF THE OPERATIONS AND MAINTENANCE PLAN (O&M PLAN) FOR THE REMAINDER OF 2018 THROUGH THE FIRST QUARTER OF 2019 ON THE PJP LANDFILL SITE, PROJECT NO. 10-018, AT 400 SIP AVENUE, ROUTES 1&9, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

**NOW, THEREFORE,** Be It Resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with Maser Consulting, P.A., to provide environmental and engineering services for a total contract amount not to exceed Two Hundred Sixty Six Thousand Four Hundred Dollars (\$266,400.00);
2. The term of the contract shall be twelve (12) months, effective upon execution of the Agreement by the City officials
3. This Agreement is awarded without competitive bidding as a Professional Services Agreement under the Local Pubic Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i);
4. A copy of this Resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within 10 days of its adoption;
5. This contract is awarded using the Fair and Open Process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.;
6. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and
7. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto shall be placed on file with this resolution.

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

APPROVED: Jose R. Cunha  
 Business Administrator

APPROVED AS TO LEGAL FORM

R.R.  
3-19-18

APPROVED: \_\_\_\_\_  
 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.28.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY		ABSENT		YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO MASER CONSULTING, P.A., FOR THE IMPLEMENTATION OF THE OPERATIONS AND MAINTENANCE PLAN (O&M PLAN) FOR THE REMAINDER OF 2018 THROUGH THE FIRST QUARTER OF 2019 ON THE PJP LANDFILL SITE, PROJECT NO. 10-018, AT 400 SIP AVENUE, ROUTES 1&9, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

**Project Manager**

Department/Division	Administration	Engineering, Traffic & Transportation
Name/Title	Justina Cheng	Environmental Engineer
Phone/email	201-547-4413	jcheng@jcnj.org

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

**Contract Purpose**

The purpose of this resolution is to authorize a professional engineering services contract to Maser Consulting, P.A., to implement the Operations and Maintenance Plan (O&M Plan) on the PJP Landfill Site, Project No. 10-018, for the City of Jersey City for the remainder of 2018 through the first quarter of 2019.

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

04-215-55-117-990: \$266,400.00

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

Twelve (12) months through March 2019

**Type of award**

[Empty box]

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

[Empty box]

**Additional Information**

Because the PJP Landfill is on the National Priorities List of Superfund (the Federal Government's program to clean up the nation's uncontrolled hazardous waste sites) and is capped, New Jersey Department of Environmental Protection (NJDEP) and United States Environmental Protection Agency (USEPA) both require that the City continue to implement the Operations and Maintenance Plan to monitor environmental conditions on-site.

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

Jose R. Cunha  
Signature of Municipal Engineer

3/19/18  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

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

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



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

MEMORANDUM

**DATE:** March 16, 2018  
**TO:** Rolando L. Lavarro Jr., Council President and Council Members  
**FROM:** Jose R. Cunha, Municipal Engineer  
**SUBJECT:** Operations and Maintenance for PJP Landfill Site  
 The City of Jersey City, Project No. 10-018  
 Resolution to Award Professional Services Agreement with Maser Consulting, P.A., for  
 Implementation of Operations and Maintenance Plan on the PJP Landfill Site

The PJP Landfill Site is a capped, inactive landfill on the National Priorities List of Superfund (the Federal Government's program to clean up the nation's uncontrolled hazardous waste sites) and has been undergoing Operations and Maintenance (O&M) procedures. The New Jersey Department of Environmental Protection (NJDEP) and United States Environmental Protection Agency (USEPA) both require that the City continue to implement the O&M Plan to monitor environmental conditions on-site.

The Division of Engineering, Traffic and Transportation issued a request for proposals (RFP) on February 28, 2018, for Operations and Maintenance for the remainder of 2018 through the first quarter of 2019. Of the six companies contacted, four submitted proposals on March 14, 2018:

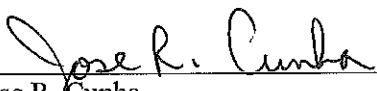
- |   |               |
|---|---------------|
| • AECOM (30 Knightsbridge Road, Suite 520, Piscataway NJ 08854)   | No Response   |
| • Maser Consulting (331 Newnan Springs Road, Suite 203, Red Bank NJ 07701)  | \$ 266,400.00 |
| • Mott MacDonald, LLC (111 Wood Avenue South, Iselin NJ 08830)  | No Response   |
| • Prestige Environmental (220 Davidson Avenue, Suite 307, Somerset NJ 08873)  | \$ 346,120.00 |
| • The Vertex Companies, Inc. (3322 Route 22W, Suite 907, Branchburg NJ 08876)                                       | \$ 273,999.00 |
| • Wood Environment & Infrastructure Solutions, Inc.<br>(200 American Metro Boulevard, Suite 113, Hamilton NJ 08619) | \$ 240,671.00 |

We have analyzed the received proposals and determined that Maser Consulting, P.A.'s proposal is fair, reasonable, and best fulfills all requirements of the scope of work stated in the RFP and in the O&M Plan. We therefore recommend that Maser Consulting, P.A., be awarded with this professional services agreement.

Following are the sources of funding for this project:

Account No. <u>04-215-55-117-990</u>	\$ 266,400.00
--------------------------------------	---------------

Attached for your consideration is the Resolution authorizing the Professional Services Agreement to Maser Consulting, P.A., with the amount of Two Hundred Sixty Six Thousand Four Hundred Dollars (\$266,400.00) for the subject project.

  
 \_\_\_\_\_  
 Jose R. Cunha  
 Municipal Engineer

# AGREEMENT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and Maser Consulting, P.A., 331 Newman Springs Road, Suite 203, Red Bank, NJ 07701, hereinafter referred to as CONSULTANT.

**WHEREAS**, the City of Jersey City (City) took possession of the PJP Landfill Site located at 400 Sip Avenue (Site) through condemnation proceedings on June 18, 2010; and

**WHEREAS**, the Site is listed on the National Priorities List (NPL) of Superfund, which is the federal government's program to clean up the nation's uncontrolled hazardous waste sites, has undergone site remediation and capping, and is currently undergoing Operations and Maintenance (O&M) procedures and monitoring; and

**WHEREAS**, the United States Environmental Protection Agency (USEPA) and the New Jersey Department of Environmental Protection (NJDEP) require the City to continue retaining an environmental engineering firm to implement the O&M Plan for the PJP Landfill Site; and

**WHEREAS**, in response to the City's Request for Proposals (RFP) for O&M services for the remainder of 2018 through the first quarter of 2019, Maser Consulting, P.A., submitted the attached proposal dated March 14, 2018 in the amount of Two Hundred Sixty Six Thousand Four Hundred Dollars (\$266,400.00); and

**WHEREAS**, this Agreement was authorized by Resolution \_\_\_\_\_ approved on \_\_\_\_\_, 2018.

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

## **ARTICLE I**

### **Purpose of Agreement**

The purpose of this agreement is for CONSULTANT to provide the CITY with services to perform Operations and Maintenance for PJP Landfill Site, Project No. 10-018, for the remainder of 2018 through the first quarter of 2019.

## **ARTICLE II**

### **Scope of Services**

1. CONSULTANT shall perform for the CITY all of the required professional engineering services in accordance with this Agreement, the RFP, and the Proposal prepared by the CONSULTANT dated March 14, 2018 which are attached hereto and incorporated herein by reference. This Agreement, the RFP, and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement, the RFP, and the provisions of the Proposal, the provisions of this Agreement shall govern over the RFP and the provisions of the Proposal; the provisions of the RFP shall govern over the provisions of the Proposal.
2. Such described services shall be performed during a period of twelve (12) months commencing upon the execution of this Agreement by City officials.
3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced to writing and signed by authorized representatives of the CITY and CONSULTANT. Any

modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

### **ARTICLE III**

#### **Contractual Relationship**

1. In performing the services under this Agreement, CONSULTANT shall operate and have status of an independent contractor and shall not act as an agent or employee of CITY. As an independent contractor, CONSULTANT shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. CONSULTANT shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

### **ARTICLE IV**

#### **Compensation and Payment**

1. Compensation for the performance of the professional services described in this Agreement will be in accordance with the attached CONSULTANT'S proposal dated March 14, 2018 in the amount of Two Hundred Sixty Six Thousand Four Hundred Dollars (\$266,400.00);

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in

the attached proposal prepared by CONSULTANT. Monthly reports (including but not limited to narrative description of the work performed, sample analysis report, photograph, etc.) must be attached to each invoice. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

## ARTICLE V

### Insurance

1. CONSULTANT shall purchase and maintain the following insurance during the terms of this Agreement.

A. Comprehensive General Liability: including Premises Operations, Products and Completed Operations, and Independent Contractor Coverage - covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS per occurrence and TWO MILLION (\$2,000,000.00) DOLLARS in aggregate for Bodily Injury and Property Damage Liability. The CITY of Jersey City, its agents, servants shall be named as additional named insured.

B. Automobile Liability Coverage: naming as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage

C. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of the CONSULTANT with NJ statutory limits and Employer's Liability in the amount of ONE MILLION (\$1,000,000.00) DOLLARS.



D. Professional Liability Insurance: covering as insured the CONSULTANT with not less than TWO MILLION (\$2,000,000.00) DOLLARS limit of liability. Said policy shall include an endorsement whereby the CONSULTANT indemnifies and holds harmless the CITY, its respective employees and all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission or negligent act of the CONSULTANT or any one employed by the CONSULTANT.

E. Errors & Omissions Liability Insurance: covering as insured the CONSULTANT with not less than TWO MILLION (\$2,000,000.00) DOLLARS per occurrence and in aggregate.

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.

2. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance, shall be kept in force until submission of the CONSULTANT'S final invoice.

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

## **ARTICLE VI**

### **Personnel of the Consultant**

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both, the CITY and the CONSULTANT.

## **ARTICLE VII**

### **Progress Report**

The CONSULTANT shall prepare and send to the CITY on a monthly basis a Consulting Progress Monthly Payment Schedule Report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

**ARTICLE VIII**

**Suspension or Termination**

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

2. **Suspension:** CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this contract for a period of time, upon seven (7) days written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

**ARTICLE IX**

**Arbitration**

1. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with

the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Engineering, Traffic and Transportation of the CITY or any claim or dispute covered by this Article.

## **ARTICLE X**

### **Nondiscrimination**

In connection with the performance of work under this contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

## **ARTICLE XI**

### **Compliance With Equal Employment Opportunity/Affirmative Action Plan**

1. This Agreement shall be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall also not become effective and CONSULTANT shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required

regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

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

- A. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- B. A photocopy of a Certificate of Employee Information Report Approval, issued in accordance with N.J.A.C. 17:27-4; or
- C. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

## **ARTICLE XII**

### **Compliance With Americans With Disabilities Act of 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. CONSULTANT is required to read Americans with Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The CONSULTANT is obligated to comply with the Act and to hold the owner harmless.

## **ARTICLE XIII**

### **Indemnity**

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this contract. Said agreement shall indemnify and defend the CITY and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

### **ARTICLE XIV**

#### **Entire Agreement**

1. This Agreement constitutes the entire agreement between CITY and CONSULTANT. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

### **ARTICLE XV**

**P.L. 2004, c.57 (N.J.S.A. 52:32-44)**

**MANDATORY BUSINESS REGISTRATION REQUIREMENTS**

**Non Construction Contracts**

P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40::11-2).

The CONSULTANT shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the CONSULTANT.

Before final payment on the contract is made by the contracting agency, the CONSULTANT shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the CONSULTANT and each of its affiliates, and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this state, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of Section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration

information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

## **ARTICLE XVI**

### **City of Jersey City Contractor Pay-to-Play Reform Ordinance**

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that CONSULTANT, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will CONSULTANT, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

## **ARTICLE XVII**

### **City of Jersey City Lobbyist Disclosure Ordinance**

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that CONSULTANT either did not retain the services of a lobbyist to lobby on behalf of the CONSULTANT for the award of this contract, or if a lobbyist was retained by the CONSULTANT for such purposes, the CONSULTANT'S lobbyist, prior to commencing his/her lobbying activities, filed a



notice of lobbyist representative status form with the City Clerk. Any CONSULTANT whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq, following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

**CITY OF JERSEY CITY**

**ATTEST:**

\_\_\_\_\_  
ROBERT KAKOLESKI  
Business Administrator

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**MASER CONSULTING, P.A.,**

\_\_\_\_\_

BY: \_\_\_\_\_  
[NAME]  
[TITLE]

**APPROVED AS TO LEGAL FORM**

\_\_\_\_\_  
RAYMOND REDDINGTON  
Supervisory Assistant Corporation Counsel

**APPROVED FOR INSURANCE REQUIREMENTS**

\_\_\_\_\_  
MATTHEW HOGAN  
Risk Manager

3/12/2018



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

March 14, 2018

**VIA E-MAIL & U.S. MAIL**

Justina Cheng  
Environmental Engineer  
Division of Engineering, Traffic, and Transportation  
Municipal Services Complex  
13 - 15 Linden Avenue East  
Jersey City, New Jersey 07305

Re: Request for Proposals: Operations and Maintenance, 2018 through Q1 of 2019  
PJP Landfill Site  
Block 11701, Lot 5 + Block 11702, Lots 5, Parts of 3 & 4 + Block 11706, Lots 1 & 2 +  
Block 11707, Lots 1 & 2  
400 Sip Avenue, Routes 1 & 9, Jersey City, Hudson County, NJ  
NJDEP Preferred Identification Number: 216727  
a.k.a. Marion Greenway Park  
NJDEP Air Monitoring Preferred Identification Number: 11337  
**MC Proposal No.17001630P**

Dear Ms. Cheng:

On behalf of Maser Consulting P.A. (Maser Consulting), it is my pleasure to submit our proposal for landfill operations and monitoring services pursuant to the February 27, 2018 Request for Proposal (RFP). Maser Consulting is a multi-discipline civil engineering firm with landfill and solid waste management and regulatory compliance experience.

**QUALIFICATIONS AND EXPERIENCE**

Maser Consulting has extensive experience with landfill and solid waste management in New Jersey. The Principal-in-Charge will be Robert L. Zelle, P.G., LSRP, Director of Environmental Services at Maser Consulting. Mr. Zelle has over 28 years of private engineering consulting with various landfill projects and has an excellent working relationship with NJDEP Bureau of Landfill and Hazardous Waste Permitting. His first landfill assignment was as a design team member from 1984 through 1986 for the Sussex County Landfill. He has a diversity of post closure compliance monitoring and landfill redevelopment qualifications. His landfill redevelopment experience includes Jersey Gardens Mall, Encap Landfill, Overpeck Landfill, and Bayonne Golf Course. He is currently the principal-in-charge of the Hillsborough Sunnymead Landfill Redevelopment Project. He is also the plaintiff's expert for Roxbury Township working in concert with Robert M. Confer, NJDEP Bureau Chief of Landfill and Hazardous Waste Permitting in a landfill redevelopment case. His resume, along with the resume for Don Bowman, P.E., a chemical engineer with over 20 years of landfill and solid waste experience at



PSEG, and resume for Ryan Slager, P.E., LSRP, a chemical engineer with over 13 years of engineering and environmental services are included within.

## **INTRODUCTION**

The City of Jersey City is requesting proposals from Civil and Environmental Engineers to facilitate certain parts of the Operations and Maintenance Plan (O&M Plan), which was approved by USEPA and NJDEP in September 2012 for 2018 through Q1 of 2019 at the PJP Landfill site located at 400 Sip Avenue/Routes 1&9, Jersey City, NJ 07305.

This proposal is divided into four sections as follows:

- Section I – Scope of Services
- Section II – Business Terms and Conditions
- Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses
- Section IV – Client Contract Authorization

The following scope of services is separated into tasks so that it may be more easily reviewed. The order in which the tasks 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**

Based on our conversations and information noted above, we propose to complete the following:

#### **TASK 1.0 MONTHLY SITE INSPECTIONS AND MONTHLY REPORTING**

Maser Consulting will perform site inspections on a monthly basis in accordance with the inspections plans detailed in the O&M Plan. The objective is to evaluate the integrity of the engineering and institutional controls on site. Additionally, the condition of the groundwater and gas monitoring wells will be evaluated. Maser Consulting will submit a letter report to the City summarizing the findings of each site inspection event. Additionally, Maser Consulting will provide monthly reports to the City to include details of field events, pertinent data, and invoices.

**Task 1.0 - Lump Sum Fee** **\$ 36,500.00**

#### **TASK 2.0 SEASONAL OR AS-NEEDED LANDSCAPING**

Maser Consulting will contract with an experienced remedial/landfill maintenance contractor to perform seasonal and/or as-needed landscaping on site in accordance with Section 4 of the O&M Plan and as detailed in the “2015 Annual Monitoring Report Frag Clearing Plan” which you



provided. Each proposed maintenance event will include mowing of the vegetation cover, removal of debris, large weeds, and woody plant species from the cover, and filling of animal burrows. The following cost is based upon providing four (4) rounds of maintenance activities per year at a rate of \$5,000 per event.

**Task 2.0 - Lump Sum Fee** **\$ 20,000.00**

### **TASK 3.0 AIR MONITORING ACTIVITIES**

To comply with the landfill gas monitoring requirements included in the approved post closure monitoring plan for the PJP Landfill site and to take into consideration the NJDEP suggested protocol for landfill gas testing, the following is proposed:

Four times per year, Maser Consulting will measure a gas sample from each of the eight (8) active gas monitoring wells (GV-50, GV-52, GV-56, GV-71, GV-73, GV-77, GV-79, and GV-80). The air samples will be measured using a GEM 2000 Plus landfill gas monitor. The samples will be measured for methane (CH<sub>4</sub>), carbon dioxide (CO<sub>2</sub>) and carbon monoxide (CO), static pressure and differential pressure, hydrogen sulfide (H<sub>2</sub>S), and percent lower explosive limit (LEL) of CH<sub>4</sub>, in accordance with NJDEP guidelines. Results will identify the concentrations of these gases present under the landfill cover, and potentially migrating to the surrounding environment.

In accordance with the NJDEP requirements, gas sampling will be conducted only in the afternoon of days when atmospheric barometric pressure is falling and not rising.

This sampling will include two-hour interval readings of barometric pressure for the 12-hour period to the gas monitoring, one reading 24 hours before the monitoring event, and one reading during the gas monitoring.

If a CH<sub>4</sub> LEL reading is identified at any of the gas monitoring wells, delineation of the gas will subsequently be conducted at 25-foot intervals in three (3) directions around the well. The delineation sampling will be performed until values are 0 percent of the LEL.

We understand that a break-through analysis is currently being performed on site and additional sampling/monitoring may be required per NJDEP and USEPA. Additional sampling of landfill gas is outside the scope of this proposal.

**Task 3.0 - Lump Sum Fee** **\$ 8,000.00**



**TASK 4.0 MONITORING WELL SAMPLING, SURFACE WATER AND SEDIMENT SAMPLING**

Maser Consulting will collect four (4) rounds groundwater samples from nine (9) existing groundwater monitoring wells (MW-6S, MW-7S, MW-10S, MW-11S, MW-12S, MW-18S, MW-19S, MW-20S, and MW-21S) in accordance with the NJDEP “Field Sampling Procedures Manual” dated August 2005. Additionally, Maser Consulting will collect four (4) rounds of samples from five (5) surface water sample locations and five (5) sediment sample locations (SW-1 through SW-5 and SED-1 through SED-5).

Maser Consulting will provide the necessary chemical laboratory analysis on each groundwater, surface water, and sediment sample. The samples will be transported to an NJDEP-Certified Laboratory for analysis for the analytical parameters of concern. Sediment samples will be analyzed for Mercury, Metals, Semi Volatile Organic Compounds, and Volatile Organic Compounds. Groundwater and surface water samples will be analyzed for Metals, Semi Volatile Organic Compounds, Volatile Organic Compounds, and General Chemistry. Quality assurance sampling consisting of duplicate samples, field blanks, and trip blanks will be implemented to demonstrate the integrity of the decontamination procedures and assess any potential contamination encountered during the handling and shipment of the samples to the laboratory. Chain of custody procedures will be implemented to track the samples.

Maser Consulting will obtain groundwater levels from all monitoring in order to confirm the groundwater flow direction and perform field testing for dissolved oxygen, pH, temperature and specific conductance. Purge water will be containerized, characterized and disposed off-site. It is anticipated that sixteen (16) 55-gallon drums of purge water will be collected annually.

Additionally, free product recovery will continue on a monthly basis at monitoring well MW-12S. It is anticipated that approximately one (1) 55-gallon drum of DNAPL impacted water will be collected annually. The collected free product will be characterized and disposed off-site.

Findings of the groundwater, surface water, and sediment sampling events will be summarized in a letter report to the City. Additionally, this information will be used in the Annual Inspection, Maintenance and Monitoring Report to be submitted to the USEPA and NJDEP.

**Task 4.0 - Lump Sum Fee**

**\$ 92,500.00**

**TASK 5.0 COORDINATION AND MEETINGS**

Maser Consulting will coordinate with the City, USEPA, and NJDEP regarding all aspects of the O&M. this task covers communications, meetings, and site visits.

Additionally, Maser Consulting will coordinate with other owners to include sharing data and collaborating on site.



Maser Consulting will coordinate with the City's consultant for the PJP Check Cashing Site to include sharing data and collaborating on site.

**Task 5.0 – Lump Sum Fee** **\$ 7,500.00**

**TASK 6.0 ANNUAL PROJECT REPORTING**

Maser Consulting will summarize and evaluate the data for each sampling event and analyze all the analytical data to the Annual Inspection, Maintenance and Monitoring Report to be submitted to the USEPA and NJDEP on or before March 31, 2019. The Report will be completed in accordance with USEPA and NJDEP requirements and recommendations.

**Task 6.0 - Lump Sum Fee** **\$ 7,500.00**

**TASK 7.0 LSRP SERVICES**

The first step will be to file the "LSRP Notification of Retention or Dismissal" form with NJDEP. We will prepare the required paperwork and submit to NJDEP. The form will need to be signed by both the LSRP and a responsible party representative. This task will also cover LSRP oversight for the duration of the proposed scope of services. NJDEP fees are not included in the proposal and are the responsibility of the owner. The LSRP oversight replaces the NJDEP oversight fees.

Once the site inspections have been completed, Maser Consulting will prepare the Biennial Certification for the Classification Exception Area form on or before May 31, 2019. The form will contain results of the site inspection(s) and investigations, and summary of the regulatory review. We will prepare the required paperwork and submit to NJDEP.

**Task 7.0 - Lump Sum Fee** **\$ 10,000.00**

**TASK 8.0 SIP AVENUE DITCH ANALYSIS AND REPAIR OVERSIGHT**

Based upon discussions with the City and findings of the initial site walkthrough we understand that the geoweb lining in the Sip Avenue Ditch is out of place and needs to be replaced. Maser Consulting will assess the current physical condition of the geoweb lining, prepare a concept design for USEPA and NJDEP approval, and execute the final design. We will develop technical Plans and Specifications and cost estimate for the proper repair/replacement of the geoweb lining.

Maser Consulting also will oversee the City's selected contractor for the duration of the geoweb



repair including full construction administration and closeout procedures.

Maser Consulting will provide full time on site monitoring of the repair project. The objective is to monitor the repair progress and provide reporting to the City and enforce the adherence to the contract documents and project schedule. We anticipate that full inspection services will be required up to two (2) work weeks (10 work days).

Daily observation records will be maintained by Maser Consulting regarding the project. Maser Consulting will review Contractor's payments as well as change orders (if necessary). If unacceptable work or material is supplied by the Contractor, Maser Consulting will immediately notify the Contractor and the City so that immediate corrective action can be taken by the Contractor.

Prior to completion, a final "punch list" will be created by the construction administrator and completion deadlines will be established for all open items. Upon completion of the punch list items, a final site visit will be scheduled with the Contractor and the City to close out the repair project.

Note that regulatory permitting services and regulatory fees associated with the Sip Avenue Ditch repair are not included in this scope of work.

**Task 8.0 – Estimated Fee (includes ten work days) \$ 40,000.00**  
Additional work days will be charged on a unit basis of \$1,200.00 per day.

#### **Task 9.0 – PROJECT CONTINGENCY BUDGET**

A contingency budget is being provided in the event that unforeseen items need to be addressed on site. At this time a budget of 20% is requested which would cover the costs of additional tasks and professional oversight.

**Task 9.0 Contingency Fee 20.0%**

#### **TASK 10.0 ADDITIONAL SERVICES**

Services accomplished under this phase will be billed hourly in accordance with the Schedule of Hourly Rates previously provided to the City and in effect at the time the service is accomplished and will include revisions or extra services requested by the various review agencies and/or the client that differ from the original scope of service, or revisions required as conditions of approval and are not an error or omission on the part of Maser Consulting P.A. Additional services will not be advanced without providing notice to you of the need for additional services and obtaining your approval of the additional scope of services and fees.





**Task 10.0 Fee**

**Hourly**

**SCHEDULE OF FEES**

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

TASK 1.0	MONTHLY SITE INSPECTIONS AND REPORTING	\$ 36,500.00
TASK 2.0	SEASONAL OR AS-NEEDED LANDSCAPING	\$ 20,000.00
TASK 3.0	AIR MONITORING ACTIVITIES LANDSCAPING	\$ 8,000.00
TASK 4.0	WELL, SURFACE WATER, AND SEDIMENT SAMPLING	\$ 92,500.00
TASK 5.0	COORDINATION AND MEETINGS	\$ 7,500.00
TASK 6.0	ANNUAL PROJECT REPORTING	\$ 7,500.00
TASK 7.0	LSRP SERVICES	\$ 10,000.00
TASK 8.0	SIP AVENUE DITCH ANALYSIS AND REPAIR	\$ 40,000.00
	<b>SUBTOTAL</b>	<b>\$222,000.00</b>
TASK 9.0	PROJECT CONTINGENCY BUDGET (20%)	\$ 44,400.00
	<b>PROJECT TOTAL WITH CONTINGENCY</b>	<b>\$266,400.00</b>
TASK 10.0	ADDITIONAL SERVICES	HOURLY

This Contract and Fee Schedule are based upon the acceptance of Maser Consulting's Business Terms and Conditions contained in Section II of this Contract. Delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice.



### **EXCLUSIONS AND UNDERSTANDINGS**

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. 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;
- Surveying Services;
- Wetland delineation, reports, letter of interpretation and/or permitting applications;
- Geotechnical Services;
- Application fees and escrow deposits to the municipality or to any regulatory review agencies;
- Changes or revisions beyond our control or changes in basic concept after design service has been accomplished;
- Substantial plan revisions, changes, or preparation of additional design support requested by regulatory agencies during the course of project review; and
- Plan revisions occasioned by the City or other project representative's decision.

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:**

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. 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.

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.

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 15 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, mileage, 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 a collections agency or to an attorney for collection. Client shall be responsible for fees charged by the collections agency and/or attorney's fees incurred to collect the monies owed. Should the matter proceed to court, client shall also be responsible for court costs.

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. 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 SUBCONSULTANTS/SUBCONTRACTORS:**

Maser Consulting P.A. prefers that its Clients directly retain others whose services are required in connection with a project (e.g., drillers, analytical laboratories, transporters, other experts, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such subconsultants/subcontractors 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 subconsultants/subcontractors, or for their failure to perform any work, regardless of whether we hire them directly as subconsultants/subcontractors, or only coordinate and monitor their work. When Maser Consulting P.A. does engage a subconsultant/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 subconsultant/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 subconsultants/subcontractors. In consideration of such indemnity and waiver, Maser Consulting P.A. agrees to assign its rights and/or claims against those subconsultants/subcontractors pursuant to the subconsultants/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/contractor 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 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 IV – 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 May 14, 2018.

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.

A handwritten signature in black ink, appearing to read 'R. Slager'.

Ryan J. Slager, P.E., LSRP  
Associate, Environmental Services

A handwritten signature in black ink, appearing to read 'R. Zelle'.

Robert L. Zelle, P.G., LSRP  
Senior Principal  
Director of Environmental Services

RLZ/rjs

cc: Leonardo E. Ponzio, PLS, Maser Consulting (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, Chairman / CEO

Representative's Signature: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Maser Consulting P.A.

Tel. No.: (732) 383-1950

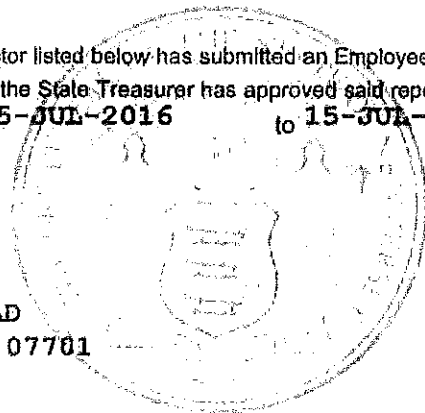
Date: March 15, 2018



# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUL-2016** to **15-JUL-2019**



**MASER CONSULTING P.A.  
331 NEWMAN SPRINGS ROAD  
RED BANK NJ 07701**

*Ford M. Scudder*  
**FORD M. SCUDDER  
Acting 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 take affirmative action to ensure that such applicants are recruited and employed, 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 action 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 19 of the Administrative Code of N.J.A.C. 17:27.

*Richard M. Mixer*  
**Richard M. Mixer, PE, FP, Chairman/CEO**

**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, Chairman / CEO  
 Representative's Signature: [Signature]  
 Name of Company: Maser Consulting P.A.  
 Tel. No.: (732) 383-1950 Date: March 15, 2018

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

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

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

Business Name : Maser Consulting P.A.  
 Address : 331 Newman Springs Road, Suite 203, Red Bank, NJ 07701  
 Telephone No. : (732) 383-1950  
 Contact Name : Richard M Maser, PE, PP, Chairman / 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.

**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 07701.

Telephone No. : (732) 383-1950

Contact Name: Richard M Maser, PE, PP, Chairman / 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:

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
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#:

222-651-610/000

ADDRESS:

331 NEWMAN SPRINGS RD  
RED BANK NJ 07701-5609

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.

**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 \_\_\_\_\_ (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: Business Development Coordinator

Print Name Tereza Mirkovic Date: March 15, 2018

Subscribed and sworn before me  
this 15 day of March, 2018.

My Commission expires:

[Signature]  
Seal)

(Print name & title of affiant)

(Affiant)

[Signature]  
(Corporate

Tereza Mirkovic, Business Development Coordinator

**MICHELLE L. BRENNAN**  
**NOTARY PUBLIC OF NEW JERSEY**  
**MY COMMISSION EXPIRES DEC. 17, 2020**

\*\*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).

Maser Consulting P.A.

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

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Richard M. Maser	20 Longview Way, Sea Bright, NJ 07760

**Part 3 – Signature and Attestation:**

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

Name of Business Entity: Maser Consulting P.A.  
 Signed: [Signature] Title: Business Development Coordinator  
 Print Name: Tereza Mirkovic Date: March 15, 2018

Subscribed and sworn before me this 15 day of  
 March 2018  
[Signature]  
 My Commission expires: \_\_\_\_\_  
**MICHELLE L. BRENNAN**  
 NOTARY PUBLIC OF NEW JERSEY  
 MY COMMISSION EXPIRES DEC. 17, 2020

[Signature]  
 Tereza Mirkovic, Business Development Coordinator  
 (Print name & title of affiant) (Corporate Seal)



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

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

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



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

February 27, 2018

Ryan Slager  
Maser Consulting  
331 Newman Springs Road, Suite 203  
Red Bank, NJ 07701

Subject: **Request for Proposals: Operations and Maintenance, 2018 through Q1 of 2019**  
**PJP Landfill Site**  
Block 11701, Lot 5 + Block 11702, Lots 5, Parts of 3 & 4 + Block 11706, Lots 1 & 2 + Block 11707, Lots 1 & 2  
400 Sip Avenue, Routes 1 & 9, Jersey City, Hudson County, NJ  
NJDEP Preferred Identification Number: 216727  
**a.k.a. Marion Greenway Park**  
NJDEP Air Monitoring Preferred Identification Number: 11337

Dear Mr. Slager,

The City of Jersey City is soliciting proposals for Operations and Maintenance on its portion of the PJP Landfill Site, located at 400 Sip Avenue/Routes 1&9, Jersey City, NJ 07305. The PJP Landfill Site is an inactive landfill located at 400 Sip Avenue, Routes 1 & 9, Jersey City, NJ. It is currently listed on the United States Environmental Protection Agency's (USEPA) National Priorities List (NPL) of Superfund, and the remediation is overseen directly by the New Jersey Department of Environmental Protection (NJDEP) under the Preferred Identification (PI) Number 216727. The City acquired a portion of the PJP Landfill Site, which has since been capped, and is currently managing Operations and Maintenance (O&M) on said portion. The City and the owners of the other portions will soon begin the process to delist the PJP Landfill from NPL/Superfund, and the City plans to redevelop its property into a passive public park.

NJDEP uses PI #216727 for the PJP Landfill Site with regards to the overall remediation. PI #216727 encompasses the entire PJP Landfill (about 87 acres), of which the City owns about 32 acres; the remainder of the PJP Landfill is owned by three separate parties. The City's property is further segmented into two portions: the Landfill portion (the bulk of the property, also known as Skyway Park, hereinafter referred to as the Site) and the Check Cashing Site/Operating Area, which was previously used as an office area for the former landfill and borders Routes 1 & 9. Remediation on the Check Cashing Site is a separate City project and not included in this Request for Proposals (RFP). NJDEP also uses PI #11337 in reference to the Air Monitoring Program on the Site; the Site is referred to as Marion Greenway Park under this PI Number.

The full background of the PJP Landfill Site is detailed in the attached Closure Equivalency Report, which was approved by USEPA and NJDEP in April 2011 and pertains only to the Site, and the attached Operations and Maintenance Plan, which was approved by USEPA and NJDEP in September 2012 and also pertains only to the Site. Additional attachments include the Air Monitoring Permit and a site map indicating sampling points and potential landscaping issues. Please note that, since the O&M Plan was approved, three monitoring wells have been added to the Site in accordance with USEPA and NJDEP's recommendations: MW-19S, MW-20S, and



MW-21S. These additions are reflected in the site map, but not the O&M Plan, and must follow the guidelines set forth by the O&M Plan for groundwater sampling. The Air Monitoring Permit is currently under review by NJDEP, as is the City's new proposed air sampling plan, but is expected to be similar in scope with the attached.

As part of this RFP, the City is seeking an environmental consultant to facilitate the following as part of O&M on the PJP Landfill Site:

- Fulfill all parts of the O&M Plan
- Submit monthly reports to the City, including invoices and pertinent data collected
- Conduct seasonal or as-needed landscaping (as described in Section 4 of the O&M Plan)
  - Consultant or subcontractor must be certified or experienced in remedial/landfill maintenance
- Facilitate all air monitoring activities, pursuant to the Air Monitoring Plan
- Coordinate with the City, USEPA, and NJDEP regarding all aspects of O&M, including but not limited to phone calls, meetings, email correspondence, and site visits
- Coordinate with the other owners, including but not limited to sharing data and collaborating on-site
- Coordinate with the City's consultant for the PJP Check Cashing Site, including but not limited to sharing data and collaborating on-site
- Prepare and submit Annual Inspection + Maintenance + Monitoring (IMMR) Report to USEPA and NJDEP on or before March 31 of the following year
- Prepare and submit Biennial Certification for the Classification Exception Area and Well Restriction Area on or before May 31, 2019

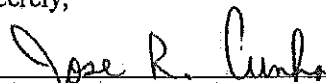
Furthermore, the geoweb lining in the Sip Avenue Ditch is out of place and needs to be repaired. The following is also part of this RFP in regards to the geoweb lining:

- Assess the current state of the geoweb lining in the Sip Avenue Ditch, particularly at the Municipal Utilities Authority sewage outfall
- Prepare concept design for USEPA and NJDEP approval
- Execute final design incorporating USEPA and NJDEP approval
- Create plans, specifications, and cost estimate for the design
- Oversee City's selected contractor for the duration of the repair, including:
  - Full construction administration
  - Closeout procedures

In addition to the above scope, include in the proposal a contingency budget of 20% for any unforeseen items. Proposals must also be submitted with the attached forms filled out to expedite the contract execution process, should your proposal be selected.

A Site Visit will be held on Wednesday, March 7, 2018 at 10:00AM. Attendance is optional but strongly recommended. Please submit your proposal to the City by Wednesday, March 14, 2018. Feel free to contact the City's Environmental Engineer Justina Cheng by phone (201-547-4413) or email (jcheng@jcnj.org) with any questions. We look forward to reviewing your proposal,

Sincerely,

  
\_\_\_\_\_  
Jose R. Cunha, P.E., C.M.E.  
Director of Engineering, Traffic and Transportation  
City of Jersey City

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

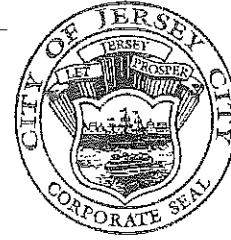
City Clerk File No. Res. 18-323

Agenda No. 10.Z.6

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

TITLE: \_\_\_\_\_

## WITHDRAWN



### **RESOLUTION RATIFYING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH OTTO J. HETZEL, ESQ. TO PROVIDE THE CITY OF JERSEY CITY WITH LEGAL SERVICES IN CONNECTION WITH THE HUD AUDIT OF THE CITY OF JERSEY CITY'S CDBG HUD ENTITLEMENT PROGRAM**

#### **COUNCIL**

offered and moved adoption of the

following resolution:

**WHEREAS**, the City of Jersey City (City) required the services of an attorney to represent the City in the connection with the United States Department of Housing and Urban Development's (HUD) audit of the City's Community Development Block Grant (CDBG) HUD entitlement program; and

**WHEREAS**, Resolution 17-067, approved on January 25, 2017, awarded a six month contract in the amount of \$50,000.00 to Otto J. Hetzel, Esq., 5015 Allan Road, Bethesda, MD 20816, to provide legal services to the City; and

**WHEREAS**, the City continues to need the legal services of Otto J. Hetzel, Esq. in connection with the HUD audit; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, the Director of the Division of Community Development, has determined and certified in writing the value of the contract will exceed \$17,500.00; and

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

**WHEREAS**, Otto J. Hetzel, 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 in the previous one year, and that the contract will prohibit Otto J. Hetzel, Esq. from making any reportable contributions during the term of the contract; and

**WHEREAS**, Otto J. Hetzel, Esq. has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, Otto J. Hetzel, Esq. has submitted his Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, funds in the amount of \$85,000 are available in Account No. 01-203-20-170-312; and \$50,000 were available in Account No. 57-200-56-851-918 for a total contract amount **not to exceed \$135,000**; and

**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The award of a 12 month contract effective as of July 25, 2017 with the law firm of Otto J. Hetzel, Esq. is hereby ratified for a total contract amount not to exceed **\$135,000**, including expenses, which is based on the following fee schedule:



**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION RATIFYING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH OTTO J. HETZEL, ESQ. TO PROVIDE THE CITY OF JERSEY CITY WITH LEGAL SERVICES IN CONNECTION WITH THE HUD AUDIT OF THE CITY OF JERSEY CITY'S CDBG HUD ENTITLEMENT PROGRAM**

**Project Manager**

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

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

**Contract Purpose**

Renewal of contract with Otto J. Hetzel, Esq. in connection with the HUD audit of the City of Jersey City's CDBG HUD Entitlement Program.

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

HUD Entitlement Funds  
City of Jersey Funds

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

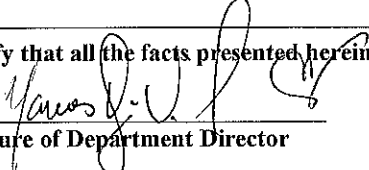
July 25, 2017 – June 24, 2018

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3/19/18  
Date

**CONTRACT FOR PROFESSIONAL LEGAL SERVICES**

**BY AND BETWEEN THE**

**CITY OF JERSEY CITY, NEW JERSEY**

**AND**

**OTTO J. HETZEL, ESQUIRE**

**THIS AGREEMENT is by and between the City of Jersey City, New Jersey, hereinafter referred to as the "City," and Otto J. Hetzel, Esquire, hereinafter referred to as the "Contractor."**

This contract, made this \_\_\_\_\_ day of March, 2018, sets forth the terms and conditions of Contractor's engagement for provision of professional legal services in advising the City with respect to issues that have arisen concerning the administration of its community development programs, and especially the actions which should be undertaken to address the matters raised in an Audit Report issued by the Office of Inspector General (OIG) of the United States Department of Housing and Urban Development (HUD) (2016-NY-1007), completed March 30, 2016, regarding the City's administration of its Community Development Block Grant program (CDBG) and other matters related to the City's administration of its federally provided community development funds.

**WITNESSETH THAT:**

**WHEREAS**, the City of Jersey City is an Entitlement Community receiving funds over a number of years from HUD's CDBG program, concerning which the HUD OIG has alleged in an audit of the City's CDBG program (2016-NY-1007), completed March 30, 2016, that the City did not properly administer its CDBG program in accordance with HUD rules and requirements; and

**WHEREAS**, in its audit report the HUD OIG alleged the City inappropriately used nearly \$16,206,508 million of its CDBG funds for ineligible activities and that the City should be required by the Director of the HUD Newark, N.J. Office of Community Planning and Development (CPD) to repay certain of these funds, unless adequate support is shown;

**WHEREAS**, the City is desirous of obtaining professional legal services to review its administration of its CDBG and other community development programs, advise the City in addressing the issues raised by HUD and its OIG, especially regarding the City's allegedly improper use of federal funds, and the actions necessary to respond effectively to the various

HUD allegations, including advising the City of its legal position and procedural rights under these programs, in order to resolve the HUD allegations; and

**WHEREAS**, the City has determined to procure the professional legal services of Contractor to provide legal representation concerning the matters in dispute with HUD,

**NOW, THEREFORE**, the parties to the contract do mutually agree as follows:

**A. SCOPE OF SERVICES AND TERM**

1. This contract is for the professional legal services of Contractor to assess a number of issues involving analysis of the City's administration of its community development programs and especially its CDBG funds, to evaluate the HUD OIG 2016 Audit Report on this program, and to recommend and prepare the work necessary for the City to respond effectively to HUD on the issues raised by the audit and the significant amount of funds HUD has claimed may need to be repaid from City non-federal funds.
2. Contractor will review the relevant existing documentation and correspondence regarding the City's administration of its HUD CDBG programs, evaluate the matters raised by the HUD OIG and the Newark, N.J. HUD CPD office regarding the audit, and research, assist in preparation of written responses to HUD and advise the City on potential legal and administrative actions the City may take with respect to these matters.
3. Contractor will provide the City with periodic memoranda analyzing the issues relating to the current dispute with HUD and potential actions the City should consider in responding effectively to the matters raised by the HUD OIG audit, and regarding other community development programs of the City, and help ensure the City's future administration of these federal community development funds comply with applicable federal rules and requirements.
4. Contractor will represent the City with respect to the issues raised by HUD relative to the City's administration of its community development programs, as appropriate, including assistance in preparation of City responses to HUD on the issues raised, as well as advice and assistance in resolving the OIG audit findings and any monitoring or other findings that may arise. Additional issues often arise in the process of such monitoring actions by HUD and in resolution of issues, and these matters will be included in the professional legal services provided, as required.
5. The term of this contract is 12 months effective as of July 25, 2017.

## B. SCHEDULE OF PERSONNEL AND COMPENSATION

### 1. SCHEDULE OF CONTRACTOR PERSONNEL AND HOURLY FEES

Otto J. Hetzel, Esq. and William Eargle, CPA will provide professional services for this contract, with other professionals as necessary and appropriate. Otto Hetzel is a former Associate General Counsel of HUD, with significant expertise in handling compliance for local jurisdictions with HUD requirements. Mr. Hetzel's hourly fee is \$450 per hour (\$400 per hour for any work performed after September 15, 2017). William Eargle is a former Deputy Assistant Secretary for HUD's Community Planning and Development Program (CPD) and Comptroller of CPD. Mr. Eargle's hourly fee is \$250 per hour (\$200 per hour for any work performed after September 15, 2017). If appropriate in his judgment, and with prior approval by the City, Contractor may utilize the assistance of other legal counsel or consultants with relevant expertise. Their rates will be similar to the above rates or in some cases lower, depending upon the level of expertise and experience of the person involved, or a paralegal may be used for particular tasks to reduce costs.

### 2. IMPORTANCE OF ATTORNEY SUPERVISION OF PROFESSIONALS

Any expert professionals who are not attorneys will operate under the direction of attorneys. This ensures that all communications with the City and work performed under this contract will come under the attorney-client privilege and work product protections from disclosure.

### 3. REIMBURSABLE EXPENSES

- a. Travel, including air or train fare, transportation to and from airports or stations, automobile travel, local travel, including car rental fees, taxi fares, auto mileage at applicable IRS rates per mile, parking, lodgings, local telephone and meals, with advance notice to and approval of the City. Reasonable travel time will be billable.
- b. Courier, Federal Express, and postage.
- c. Photocopying costs @ \$.20 per page.
- d. Long-distance telephone charges.
- e. Fax charges, if long-distance charges.
- f. Supplies for presentation materials, etc.
- g. Other costs as required, with the prior approval of the City.

### 4. CONTRACT AMOUNT

Contractor will submit its hourly fees and expenses in periodic invoices to the City for payment. The City will pay those amounts invoiced by Contractor for its services and expenses under the Scope of Services above in this Contract; the amount to be paid

Contractor under this contract is not to exceed **\$135,000** with any additional amounts subject to further written agreement of the Parties.

C. TERMINATION

This contract may be terminated by either party with 30 days written notice to the other party at the addresses listed below. Contractor will be paid for any services and expenses incurred prior to the receipt of such notice of termination.

D. INDEMNIFICATION

When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, and hold harmless City and any and all of its officials, employees ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs, to the extent same are caused in whole or in part by any gross negligent act, error, or omission of Contractor, its officers, agents, employees or subcontractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement.

E. INSURANCE

Contractor shall, at its expense, secure and maintain throughout the term of this Agreement Professional Liability Insurance, with minimum limits of liability of \$1,000,000 combined single limit coverage against loss or damages because of wrongful or negligent acts or omissions by the named insured.

F. ASSIGNMENT

Unless otherwise agreed to in writing by the City, the City will recognize no assignment of this Agreement by Contractor. Any such assignment without such consent shall be void and shall, at the option of City, terminate this Agreement.

G. INDEPENDENT CONTRACTOR

Contractor understands and acknowledges that Contractor is an independent contractor, not an employee, partner, agent, or principal of City. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the Parties. Contractor has, and shall retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom Contractor uses in performing services under this Agreement. Contractor shall provide the required services in Contractor's own manner and method, except as this Agreement specifies. Contractor shall treat a provision in this Agreement that may appear either to give City the right to



direct Contractor as to the details of doing the work, or to exercise a measure of control over the work, as giving Contractor direction only as to the work's end result.

#### H. RECORD RETENTION AND INSPECTION

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement, in accordance with accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

#### I. ADDRESSES OF PARTIES FOR COMMUNICATIONS UNDER THIS CONTRACT

For purposes of any notices or communications under this contract:

1. The Contractor's correspondence address is:

5015 Allan Road  
Bethesda, MD 20816

2. The City's address is:

280 Grove Street  
Jersey City, NJ 07302

#### J.

##### 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.

K.

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.

L.

CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM 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.

M.

Compliance with Affirmative Action Plan

(a) If the Agreement exceeds \$40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

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

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

N.

New Jersey Business Registration Requirements

The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor.

Before final payment on the contract is made by the contracting agency, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) of subsection e. or f. of section 92 of P.L. 1977, c. 110(C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

O.

City of Jersey City Lobbyist Disclosure Ordinance

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

IN WITNESSETH WHEREOF, the City and the Contractor have executed this Agreement as of the date above inserted and this contract shall be effective on such date, and the parties intend to be legally bound hereby.

OTTO J. HETZEL, ESQUIRE

THE CITY OF JERSEY CITY, NEW JERSEY

Otto J. Hetzel, Attorney at Law

BY: \_\_\_\_\_


## DETERMINATION OF VALUE CERTIFICATION

Carmen Gandulla, of full age, hereby certifies as follows:

1. I am the City of Jersey City's (City) Director of the Division of Community Development.
2. The City requires the services of a law firm to represent the City in connection with the HUD audit of the City's CDBG HUD entitlement program.
3. Contracts for legal services are exempt from public bidding pursuant to N.J.S.A. 40A:11-5(1)(a)(i).
4. I recommend that the City ratify the award a contract for legal services to Otto J. Hetzel, Esq.
5. The term of the contract is 12 months effective as of July 25, 2017.
6. The estimated amount of the contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated:

3/5/18

  
\_\_\_\_\_  
Carmen Gandulla, Director

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

The contractor and the principal of Otto J. Hetzel, Inc. (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 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 expenses 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): Otto Hetzel  
Representative's Signature: [Signature]  
Name of Company: Otto J. Hetzel, Inc.  
Tel. No.: 202.321.1500 Date: 1/17/17

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

Representative's Signature: (Signature)

Name of Company: O.H.J. Hetzel, Edg.

Tel. No.: 202-321-1500 Date: 1/17/17

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

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

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

Business Name: OTTO J. HETZEL, INC.  
Address: 1100 Connecticut Ave, N.W., Wash. D.C.  
Telephone No.: 202.321.1500  
Contact Name: Otto Hetzel

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned  
Business (MWBE)

Woman Owned business (WBE)

Neither

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

DIVISION OF PURCHASING COPY



**STATE OF NEW JERSEY**  
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 \$15000 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/aa302int.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302int.pdf)

Not applicable - No employees

**SECTION A - COMPANY IDENTIFICATION**

1 FID NO OR SOCIAL SECURITY: ~~XXXXXXXXXX~~

2 TYPE OF BUSINESS:  1 MFG  2 SERVICE  3 WHOLESALE  4 RETAIL  5 OTHER

3 TOTAL NO EMPLOYEES IN THE ENTIRE COMPANY: 0

4 COMPANY NAME: DTG J. HETZEL ESQ

5 STREET: 1100 Connecticut Ave NW CITY: Washington DC STATE: DC ZIP CODE: 20036

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

7 CHECK ONE IS THE COMPANY:  SINGLE-ESTABLISHMENT EMPLOYER  MULTI-ESTABLISHMENT EMPLOYER

8 IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: 0

9 TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 0

10 PUBLIC AGENCY AWARDED CONTRACT: CITY: COUNTY: STATE: ZIP CODE:

Official Use Only	DATE RECEIVED	INAUG DATE	ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures in 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														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL	0													
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)

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

15 IF NO, DATE LAST REPORT SUBMITTED: MO: 01 DAY: 17 YEAR: 2017

13 DATES OF PAYROLL PERIOD USED: From: To:

**SECTION C - SIGNATURE AND IDENTIFICATION**

16 NAME OF PERSON COMPLETING FORM (Print or Type): DTG J. HETZEL SIGNATURE: [Signature] TITLE: PRINCIPAL DATE: MO: 03 DAY: 16 YEAR: 2018

17 ADDRESS NO & STREET: 1100 CONNECTICUT AVE NW CITY: SE WASHINGTON DC STATE: DC ZIP CODE: 20036 PHONE (AREA CODE, NO, EXTENSION): 202 321 1500



**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-PAID 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 (z).

Steven Fulop for Mayor 2017	Hollan for Council
Lavaro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Orbina for Council
Galewald for Council	Friends of Councilwoman Diane Coleman

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
None	

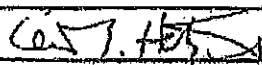
**Part 3 - Signature and Attestation**

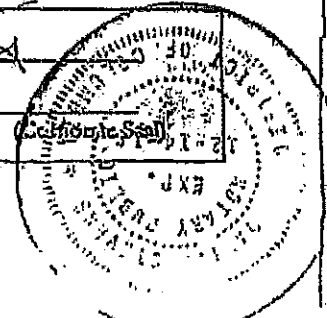
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Otto J. Hetzel, Esq.  
 Signed: Otto J. Hetzel Title: Attorney at Law  
 Print Name: Otto J. Hetzel Date: 1/17/18

Subscribed and sworn before me this 17 day of January, 2018

My Commission expires: 12/14/18

  
 (Affiant)  
 \_\_\_\_\_  
 (Print name & title of affiant)



The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

**Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal**

### **Part I**

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership       Limited Partnership       Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): \_\_\_\_\_

### **Part II**

- I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

- I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

**Sign and notarize the form below, and, if necessary, complete the list below.**  
**(Please attach additional sheets if more space is needed):**

**Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:**

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

\_\_\_\_\_  
\_\_\_\_\_

AND

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn before me this 14<sup>th</sup> day of January, 2017.

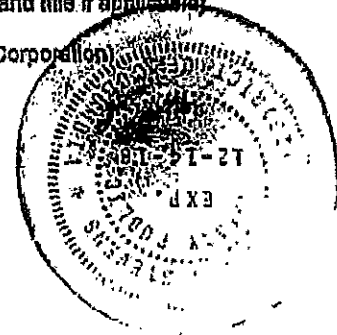
(Notary Public)

My Commission expires: 12/14/18

C. S. Hegarty  
(Affiant)

\_\_\_\_\_  
(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)



Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Otto J. Hetzel Esq. (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 Otto J. Hetzel, Esq. (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: Otto J. Hetzel, Esq.

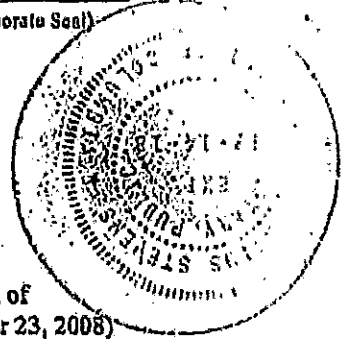
Signed [Signature] Title: Principal

Print Name Otto J. Hetzel Date: 12/1/10

Subscribed and sworn before me  
this 5th day of December, 2010

My Commission expires: 12/14/18

[Signature]  
(Affiant)  
Darius Stevens Notary  
(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.

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

This Statement Shall Be Included with  
All Bid and Proposal Submissions

**Name of Business:** Otto J. Hetzel

**Address of Business:** 1100 Connecticut Avenue N.W. Ste 1000  
Washington D.C. 20036

**Name of person completing this form:** Otto Hetzel

**N.J.S.A. 52:25-24.2:**

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** HETZEL, OTTO J  
**Trade Name:** OTTO J HETZEL ESQ  
**Address:** 1100 CONNECTICUT AVE NW STE 1000  
WASHINGTON, DC 20036  
**Certificate Number:** 2084211  
**Effective Date:** November 01, 2016  
**Date of Issuance:** March 19, 2018

**For Office Use Only:**  
20180319160842503

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

City Clerk File No. Res. 18-324

Agenda No. 10.Z.7

Approved: MAR 28 2018

TITLE:



**RESOLUTION ACCEPTING THE HUDSON REGIONAL HEALTH COMMISSION'S CY2018 ASSESSMENT TO THE CITY OF JERSEY CITY TO PROVIDE A BROAD RANGE OF ENVIRONMENTAL HEALTH SERVICES PURSUANT TO THE COUNTY ENVIRONMENTAL HEALTH ACT**

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

**WHEREAS**, in 1970 the of City of Jersey City ("City") and eleven other municipalities in Hudson County formed the Hudson Regional Health Commission (HRHC) to control air-pollution within Hudson County, as set forth in the resolution and agreement attached hereto Exhibit A; and

**WHEREAS**, the HRHC is authorized to prepare an annual budget proposal and distribute residual program costs among municipalities, and each year HRHC assesses the cost of providing a broad range of environmental health services to each of the participating municipalities; and

**WHEREAS**, the HRHC has provided the City it's Municipal Assessment for CY 2018 in the amount of \$87,944.00, as attached hereto as Exhibit B; and

**WHEREAS**, these services conform to regulations issued by the New Jersey Department of Environmental Protection under the authority of the County Environmental Health Act, N.J.S.A. 26:3A2-21 et seq.; and

**WHEREAS**, HRHC does provide the following services and activities for the City:

- I. Air Pollution Control: Includes enforcement of State and local codes and response to citizen complaint and air emergencies.
- II. Noise Control Program: Includes enforcement of the state model noise control code.
- III. Hazardous Substance Control Emergency -Response Program: Includes field investigation and inspection of underground tank systems.
- IV. Water Pollution Control: Includes inspection of solid waste facilities, investigation of complaints of waste spillage and illegal disposal activity or dumping.
- V. Solid Waste Control: Includes inspection of solid waste facilities, investigation of complaints of waste spillage and illegal disposal activity or dumping.
- VI. Right-To-Know Program: Enforces County Right-To-Know Program for industrial buildings in Jersey City.
- VII. Lead Inspection Services: Enforces Regional Environmental Health as recommended by CDC guidelines.

**WHEREAS**, the Jersey City Health Officer recommends that the City approve the HRHC's proposal to provide environmental health services in Jersey City for calendar year 2018 in the amount of \$87,944.00 dollars; and

**WHEREAS**, the sum of five thousand dollars (\$5,000.00) is available in the Department of Health & Human Services Health Division Operating Current Fund Account No. 01-201-27-331-314 and the remaining funds will be made available in the CY 2018 temporary and/or permanent budgets

City Clerk File No. Res. 18-324

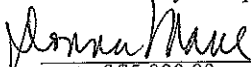
Agenda No. 10.Z.7

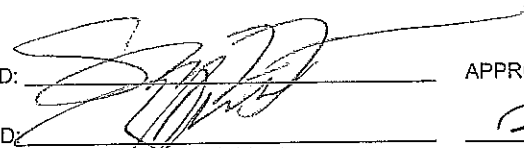
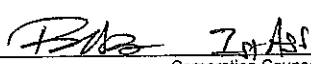
TITLE: **MAR 28 2018**

**RESOLUTION ACCEPTING THE HUDSON REGIONAL HEALTH COMMISSION'S CY2018 ASSESSMENT TO THE CITY OF JERSEY CITY TO PROVIDE A BROAD RANGE OF ENVIRONMENTAL HEALTH SERVICES PURSUANT TO THE COUNTY ENVIRONMENTAL HEALTH ACT**

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

1. The CY2018 assessment in an amount not to exceed \$87,944.00 is accepted from the Hudson Regional Health Commission ("HRHC") to provide environmental health services in Jersey City in accordance with aforementioned resolution and agreement and in consultation with the Jersey City Health Officer;
2. The HRHC shall not provide any services in Jersey City unless:
  - (a) the Jersey City Health Office approves the provision of such service(s);
  - (b) the City Council appropriates the necessary funds to pay for the cost of such service(s);
3. The HRHC is authorized to continue to provide environmental health services in Jersey City in accordance with aforementioned resolution and agreement;
4. The HRHC assessment is for a one year term effective as of January 1, 2018 thru December 31, 2018; and
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2018 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in 2018 fiscal year permanent budget.

 Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$5,000.00 are available in DH&HS Health Division Operating Current Fund Account No. 01-201-27-331-314. PO # 128570

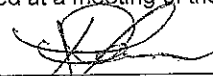
APPROVED:  \_\_\_\_\_ APPROVED AS TO LEGAL FORM  
 APPROVED:  \_\_\_\_\_ Corporation Counsel  
 Certification Required   
 Not Required  **APPROVED 8-0**

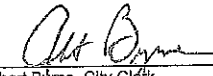
R.R.  
3-6-18

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.28.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY		ABSENT		YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

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

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

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

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

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE HUDSON REGIONAL HEALTH COMMISSION TO ENFORCE LOCAL HEALTH ORDINANCE IN THE JERSEY CITY PURSUANT TO THE COUNTY ENVIRONMENTAL HEALTH ACT

**Project Manager**

Department/Division	Health & Human Services	Health Division
Name/Title	Stacey Flanagan	Director of DHHS
Phone/email	201-547-6806	sflanagan@jcnj.org

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

**Contract Purpose**

Hudson Regional Health Commission will continue to provide services and activities for the City of Jersey city for Air Pollution Control, Noise Control, Hazardous Substance control, Emergency - Response, Water Pollution Control, Solid Waste Control, Right-To-Know Program and Lead Inspection Services.

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

City DHHS Health Division Operating  
Current Fund account \$87,944.00

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

January 1, 2018– December 31, 2018

Type of award

If "Other Exception", enter type

**Additional Information**

Pursuant to N.J.S.A. Title 26:3A2-2I et al. "The County Environmental Health Act," each county must establish an equivalent of a Dept. Of Environmental Protection and Energy office. This commission must provide air, noise, and water pollution control programs

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

# **EXHIBIT A**

9-P. JERSEY CITY  
RESOLUTION

COUNCILMAN *Thornton* offered, and moved adoption of the following resolution:

WHEREAS THE JOINT AGREEMENT FOR THE ESTABLISHMENT OF THE HUDSON MUNICIPAL AIR POLLUTION COMMISSION WAS ENTERED INTO THE 25TH DAY OF NOVEMBER 1970 BY, BETWEEN AND AMONG:

CITY OF BAYONNE  
BOROUGH OF EAST NEWARK  
TOWNSHIP OF GUTTENBERG  
TOWN OF HARRISON  
CITY OF HOBOKEN  
CITY OF JERSEY CITY  
TOWN OF KEARNY  
TOWNSHIP OF NORTH BERGEN  
TOWN OF SECAUCUS  
CITY OF UNION CITY  
TOWNSHIP OF WEEHAWKEN  
TOWN OF WEST NEW YORK

WHEREAS THE NEW JERSEY LEGISLATURE AMENDED ARTICLE 6, REGIONAL COMMISSIONS, NEW JERSEY STATUTE TITLE 26 UNDER WHICH THE HUDSON MUNICIPAL AIR POLLUTION COMMISSION WAS FORMED

WHEREAS IT IS THE DESIRE OF THE PARTICIPATING MUNICIPALITIES TO CONFORM TO THE AMENDED NEW JERSEY STATUTE 26:3-83 TO 94,

THEREFORE, IT IS HEREBY RESOLVED TO AMEND THIS SAID JOINT AGREEMENT AS FOLLOWS:

1. TITLE OF SAID JOINT AGREEMENT IS REVISED AND AMENDED TO READ AS FOLLOWS: "JOINT AGREEMENT FOR ESTABLISHMENT OF A REGIONAL HEALTH COMMISSION".

2. PARAGRAPH 5 IS HEREBY AMENDED TO READ, "WHEREAS IT IS THE DESIRE OF THE PARTICIPATING MUNICIPALITIES TO FORM A REGIONAL HEALTH COMMISSION PURSUANT TO NEW JERSEY STATUTE 26:3-83 TO 94,

3. ARTICLE 1, ESTABLISHMENT, IS HEREBY AMENDED TO READ, "THE HUDSON REGIONAL HEALTH COMMISSION IS HEREBY ESTABLISHED PURSUANT

(2) FORMULATION OF ORDINANCES OR CODES FOR THE CONTROL OF AIR POLLUTION AND THE REPEAL OR AMENDMENT OF ORDINANCES OR CODES IN AND FOR EACH PARTICIPATING MUNICIPALITY AND ON BEHALF OF THE REGIONAL HEALTH COMMISSION.

(3) ESTABLISHMENT OF COMMISSION OFFICES.

(4) PREPARATION OF ANNUAL PROPOSED BUDGET AND THE DISTRIBUTION OF EXPENSES RELATING THERETO AMONG MEMBER MUNICIPALITIES.

(5) TO CARRY OUT OTHER ACTIVITIES DESIGNED TO REDUCE, PREVENT OR ELIMINATE AIR POLLUTION.

B. DEVELOPMENT OF OTHER REGIONAL HEALTH SERVICES

(1) OTHER HEALTH SERVICES WHICH LEND THEMSELVES TO A REGIONAL APPROACH MAY BE AUTHORIZED AND ESTABLISHED BY THE COMMISSION ONLY BY RESOLUTION OF THE INTERESTED PARTICIPATING MUNICIPALITIES.

(2) RESOLUTIONS AUTHORIZING THE ESTABLISHMENT OF OTHER HEALTH SERVICES BY THE REGIONAL HEALTH COMMISSION SHALL DEFINE THE SERVICE TO BE RENDERED AND THE METHOD OF COST DISTRIBUTION AND ANY OTHER TERMS AND CONDITIONS PERTINENT OR RELATING TO THAT SERVICE.

(3) THE REGIONAL HEALTH COMMISSION, UPON RECEIPT OF THE MUNICIPAL RESOLUTIONS, SHALL ESTABLISH THE ADMINISTRATIVE AND OPERATIONAL POLICIES NEEDED FOR THE SERVICE, EMPLOY STAFF, ESTABLISH OFFICE FACILITIES, PREPARE AN ANNUAL BUDGET AND UTILIZE ANY AND ALL AUTHORITY VESTED UNDER ARTICLE 6, REGIONAL HEALTH COMMISSION NEW JERSEY STATUTE 26:3-83 TO 94 TO PROVIDE THE AUTHORIZED SERVICE.

5. ARTICLE 3, COST DISTRIBUTION. THE TITLE OF THIS ARTICLE SHALL BE AMENDED TO READ AS FOLLOWS: "5. COST DISTRIBUTION (APPLICABLE FOR REGIONAL AIR POLLUTION SERVICES ONLY)".

JOINT AGREEMENT FOR ESTABLISHMENT OF

A REGIONAL HEALTH COMMISSION

99  
THIS JOINT AGREEMENT ENTERED INTO THIS      DAY OF      BY,  
BETWEEN AND AMONG, THE SEVERAL INDEPENDENT MUNICIPALITIES OF THE  
COUNTY OF HUDSON.

ALL BEING CONTIGUOUS MUNICIPALITIES IN THE COUNTY OF HUDSON AND  
THE STATE OF NEW JERSEY (HEREINAFTER REFERRED TO AS PARTICIPATING  
MUNICIPALITIES).

WHEREAS, ATMOSPHERIC AIR IS A LIMITED RESOURCE WHICH IS AFFECTED  
BY THE DISCHARGE OF WASTE PRODUCTS SUCH AS SMOKE, SOOT, DUST, ASHES,  
FUMES, MIST, VAPORS, GASES, ODORS AND OTHER CONTAMINANTS WHICH CAN  
ADVERSELY AFFECT THE COMFORT, HEALTH, SAFETY AND WELL BEING OF  
HUMAN BEINGS, AND CAN RESULT IN NUISANCE AND DAMAGE TO PROPERTY;  
AND

WHEREAS, IT IS THE DESIRE OF THE PARTICIPATING MUNICIPALITIES TO  
FORM "A REGIONAL HEALTH COMMISSION" PURSUANT TO N.J.S. 26:3-83  
TO 94

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL TERMS,  
COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTICIPATING  
MUNICIPALITIES DO HEREBY AGREE THAT:

1. ESTABLISHMENT: THE "REGIONAL HEALTH COMMISSION" IS HEREBY  
ESTABLISHED PURSUANT TO N.J.S. 26:3-83 TO 94.

2. PURPOSES: THE PURPOSES OF THE COMMISSION SHALL BE:

DEPARTMENT



- 99
- (3) ESTABLISHMENT OF COMMISSION OFFICES
  - (4) PREPARATION OF ANNUAL PROPOSED BUDGET AND THE DISTRIBUTION OF EXPENSES RELATING THERETO AMONG MEMBER MUNICIPALITIES.
  - (5) TO CARRY OUT OTHER ACTIVITIES DESIGNED TO REDUCE, PREVENT OR ELIMINATE AIR POLLUTION.

#### DEVELOPMENT OF OTHER REGIONAL HEALTH SERVICES

- (1) OTHER HEALTH SERVICES WHICH LEND THEMSELVES TO A REGIONAL APPROACH MAY BE AUTHORIZED AND ESTABLISHED BY THE COMMISSION ONLY BY RESOLUTION OF THE INTERESTED PARTICIPATING MUNICIPALITIES.
- (2) RESOLUTIONS AUTHORIZING THE ESTABLISHMENT OF OTHER HEALTH SERVICES BY THE REGIONAL HEALTH COMMISSION SHALL DEFINE THE SERVICE TO BE RENDERED AND THE METHOD OF COST DISTRIBUTION AND ANY OTHER TERMS AND CONDITONS PERTINENT OR RELATING TO THAT SERVICE.
- (3) THE REGIONAL HEALTH COMMISSION, UPON RECEIPT OF THE MUNICIPAL RESOLUTIONS, SHALL ESTABLISH THE ADMINISTRATIVE AND OPERATIONAL POLICIES NEEDED FOR THE SERVICE, EMPLOY STAFF, ESTABLISH OFFICE FACILITIES, PREPARE AN ANNUAL BUDGET AND UTILIZE ANY AND ALL AUTHORITY VESTED UNDER ARTICLE 6, REGIONAL HEALTH COMMISSION N.J.S. 26:3-83 TO 94 TO PROVIDE THE AUTHORIZED SERVICE.

#### 3. REPRESENTATION:

- (A) EACH PARTICIPATING MUNICIPALITY SHALL BE REPRESENTED ON THE COMMISSON BY TWO (2) COMMISSIONERS:  
ONE SHALL BE THE LICENSED HEALTH OFFICER OF THE PARTICIPATING MUNICIPALITY, OR IF THERE BE NO LICENSED HEALTH OFFICER, SUCH PERSON AS DESIGNATED BY THE BOARD OF HEALTH.

19  
(B) EXCEPT THAT IF MORE THAN SEVEN (7) MUNICIPALITIES PARTICIPATING MUNICIPALITY SHALL BE REPRESENTED ON THE COMMISSION BY ONE (1) COMMISSIONER, WHO SHALL BE THE LICENSED HEALTH OFFICER OF THE PARTICIPATING MUNICIPALITY, OR IF THERE BE NO LICENSED HEALTH OFFICER, SUCH PERSON AS DESIGNATED BY THE BOARD OF HEALTH OR THE GOVERNING BODY ACTING AS THE BOARD OF HEALTH.

4. BY-LAWS: THE COMMISSION SHALL ADOPT AND MAY FROM TIME TO TIME AMEND BY-LAWS.

5. COST DISTRIBUTION (APPLICABLE FOR REGIONAL AIR POLLUTION SERVICES ONLY) THE BASE BUDGET OF THE COMMISSION SHALL BE DIVIDED AMONG THE PARTICIPATING MUNICIPALITIES ON THE BASIS OF THE PERCENT THAT THE PARTICIPATING MUNICIPALITIES POPULATION SHALL BEAR TO THE COMBINED POPULATION OF ALL PARTICIPATING MUNICIPALITIES.

POPULATION FIGURES SET FORTH IN THE MOST RECENT ESTIMATE BY THE NEW JERSEY STATE DEPARTMENT OF HEALTH SHALL BE USED FOR THE PURPOSE OF THIS SECTION.

THE CONTRIBUTION FOR EACH PARTICIPATING MUNICIPALITY SHALL BE DUE AND PAYABLE TO THE COMMISSION PRIOR TO THE BEGINNING OF THE FISCAL YEAR FOR WHICH THE CONTRIBUTION IS MADE.

6. EFFECTIVE DATE: THIS JOINT AGREEMENT SHALL BECOME EFFECTIVE UPON ITS EXECUTION BY ALL OF THE PARTICIPATING MUNICIPALITIES.

7. TERM: THIS JOINT AGREEMENT SHALL CONTINUE FOR AN INDEFINITE TERM UNLESS TERMINATED BY THE WITHDRAWAL OF A PARTICIPATING MUNICIPALITY ON THE FIRST DAY OF THE

ADDITIONAL PARTICIPATING MUNICIPALITY SHALL BE CONTIGUOUS TO  
AT LEAST ONE OTHER PARTICIPATING MUNICIPALITY.

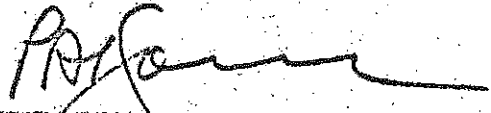
9. AMENDMENTS: THIS JOINT AGREEMENT MAY BE AMENDED ONLY BY AN  
INSTRUMENT IN WRITING AND EXECUTED BY ALL PARTICIPATING  
MUNICIPALITIES.

10. BINDING EFFECT: THIS JOINT AGREEMENT SHALL EXTEND TO AND BIND  
THE SUCCESSORS AND ASSIGNS OF THE PARTIES HERETO AND THE  
PARTIES HERETO DO HEREBY EXPRESSLY INTEND TO BE LEGALLY  
BOUND THEREBY.

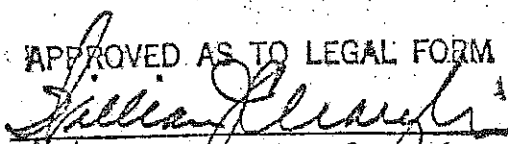
11. NOTHING HEREIN SHALL IN ANY WAY BE CONSTRUED TO LIMIT THE  
POWERS OF THE INDIVIDUAL MUNICIPALITIES TO ADOPT AIR  
POLLUTION ORDINANCES MORE STRINGENT THAN THOSE IN THE  
ATTACHED CODE.

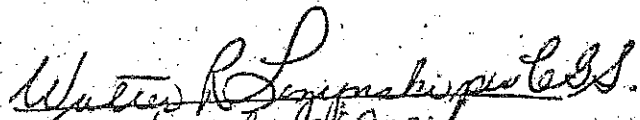
IN WITNESS WHEREOF, THE PARTIES HERETO, HAVING APPROVED  
THIS JOINT AGREEMENT BY RESOLUTION, HAVE CAUSED THIS JOINT AGREEMENT  
TO BE EXECUTED BY EACH OF THEIR DULY AUTHORIZED REPRESENTATIVES, ALL  
ON THE DATE FIRST ABOVE WRITTEN.

ATTEST:

  
\_\_\_\_\_  
Public Administrator

APPROVED AS TO LEGAL FORM

  
Acting Corporation Counsel

  
Health Officer

Joint Agreement For Establishment Of  
Hudson Municipal Air Pollution Commission

This Joint Agreement entered into this 25th day of NOV., 1970 by, between and among, the several independent municipalities of the County of Hudson.

All being contiguous municipalities in the County of Hudson and the State of New Jersey (hereinafter referred to as participating municipalities).

WHEREAS, atmospheric air is a limited resource which is affected by the discharge of waste products such as smoke, soot, dust, ashes, fumes, mist, vapors, gases, odors and other contaminants which can adversely affect the comfort, health, safety and well being of human beings, and can result in nuisance and damage to property; and

WHEREAS, it is desirable to prevent the use of the atmosphere as a receptor of waste thereby adversely affecting persons and property; and

WHEREAS, it is the desire of the participating municipalities to form the "Hudson Municipal Air Pollution Commission" pursuant to N.J.S. 26:3-83 to 91.

NOW, THEREFORE, for and in consideration of the mutual terms, covenants and conditions herein contained, the participating municipalities do hereby agree that:

1. ESTABLISHMENT: The "Hudson Municipal Air Pollution Commission" is hereby established pursuant to N.J.S. 26:3-83 to 91.

2. PURPOSES: The purposes of the Commission shall be; (a) Establishment of regional Air Pollution Control Department and the promulgation of administrative employment and operational policies with regard thereto; (b) Formulation of proposed Ordinances or Codes for the control of air pollution, and amendments thereto, for consideration by member municipalities; (c) Establishment of Commission Offices; (d) Preparation of annual proposed budget and of proposed distribution of the expenses relating thereto among member municipalities; and (e) To carry out other activities designed to reduce, prevent or eliminate air pollution; (f) To adopt, on the date first above written, the attached Model Ordinance establishing an Air Pollution Control Code.

3. REPRESENTATION: (a) Each participating municipality shall be represented on the Commission by two (2) Commissioners:

One shall be the Licensed Health Officer of the participating municipality, or if there be no Licensed Health Officer, such person as designated by the Board of Health, or the Governing Body acting as the Board of Health; and

One shall be a member of the Board of Health of the participating municipality, or such person designated by the Governing Body acting as the Board of Health.

(b) Except that if more than seven (7) municipalities participate, each participating municipality shall be represented on the Commission by one (1) Commissioner, who shall be the Licensed Health Officer of the participating municipality, or if there be no Licensed Health Officer, such person as designated by the Board of Health, or the Governing Body acting as the Board of Health.

4. BYLAWS: The Commission shall adopt and may from time to time amend by-laws.

5. COST DISTRIBUTION: The base budget of the Commission shall be divided among the participating municipalities on the bases of the percent that the participating municipalities population shall bear to the combined population of all participating municipalities.

Population figures set forth in the most recent estimate by the New Jersey State Department of Health shall be used for the purpose of this section.

The contribution for each participating municipality shall be due and payable to the Commission prior to the beginning of the fiscal year for which the contribution is made.

6. EFFECTIVE DATE: This Joint Agreement shall become effective upon its execution by all of the participating municipalities.

7. TERM: This Joint Agreement shall continue for an indefinite term unless terminated by the withdrawal of a participating municipality, which may be done only on the first day of the Commission fiscal year and provided that a certified copy of a duly adopted resolution giving notice thereof is delivered to the President and Secretary to the Commission by the withdrawing participating municipality at least one (1) year prior thereto.

8. ADDITIONAL PARTICIPATING MUNICIPALITIES: This Joint Agreement may be amended from time to time to provide for additional participating municipalities provided that at all times every participating municipality shall be contiguous to at least one other participating municipality.

9. AMENDMENTS: This Joint Agreement may be amended only by an instrument in writing and executed by all participating municipalities.

10. BINDING EFFECT: This Joint Agreement shall extend to and bind the successors and assigns of the parties hereto and the parties hereto do hereby expressly intend to be legally bound thereby.

11. Nothing herein shall in any way be construed to limit the powers of the individual municipalities to adopt Air Pollution Ordinances more stringent than those in the attached code.

IN WITNESS WHEREOF, the parties hereto, having approved this Joint Agreement by resolution, have caused this Joint Agreement to be executed by each of their duly authorized representatives, all on the date first above written.

ATTEST:

*Frank J. Hanna*  
CITY CLERK

TOWNSHIP OF WEEHAWKEN

*Stanley D. Iacono*  
BY: Stanley D. Iacono  
Mayor of Weehawken

CITY OF UNION CITY

*James E. Lagomarsino*  
BY: James E. Lagomarsino,  
Commissioner  
Public Affairs

*John Connors*  
Deputy Municipal Clerk  
Weehawken, N.J.

IN WITNESS WHEREOF, the parties hereto, having approved this Joint Agreement by resolution, have caused this Joint Agreement to be executed by each of their duly authorized representatives, all on the date first above written.

ATTEST:

Charles A. Sarley

TOWN OF HARRISON

BY: Arnold A. Saporito  
Arnold A. Saporito  
Health Officer, Town of Harrison

ATTEST:

Francis Fitzpatrick

CITY OF BAYONNE

BY: Francis Fitzpatrick  
Francis Fitzpatrick  
Mayor, City of Bayonne

ATTEST:

Stewart C. Cavalier

TOWN OF KEARNY

BY: Anthony J. Cavalier  
Anthony J. Cavalier  
Mayor, Town of Kearny

ATTEST:

Mervin E. Glendinning  
Deputy Town Clerk

TOWN OF GUTTENBERG

BY: Herman G. Klein  
Herman G. Klein  
Mayor, Town of Guttenberg

IN WITNESS WHEREOF, the parties hereto, having approved this Joint Agreement by resolution, have caused this Joint Agreement to be executed by each of their duly authorized representatives, all on the date first above written.

ATTEST:

CITY OF HOBOKEN

*Arthur J. Burkhardt*

Arthur J. Burkhardt  
Secretary, Board of Health

*Vincent Pagnotta*

Vincent Pagnotta  
President, Board of Health

*Theodore A. Nashman*

Theodore A. Nashman, Clerk to the Board



IN WITNESS WHEREOF, the parties hereto, having approved this Joint Agreement by resolution, have caused this Joint Agreement to be executed by each of their duly authorized representatives, all on the date first above written.

ATTEST: Irada Reinhardt

NOTARY PUBLIC OF NEW JERSEY  
My Commission expires Dec. 2, 1970

TOWN OF SECAUCUS

BY: Paul Amico  
Paul Amico  
Mayor, Town of Secaucus

ATTEST: Eileen J. Michaelis

NOTARY PUBLIC  
EILEEN J. MICHAELIS  
My Commission Expires October 24, 1972

TOWN OF WEST NEW YORK

BY: John R. Armellino  
John R. Armellino  
Mayor, Town of West New York

ATTEST: Charles J. Weaver

Township Clerk

TOWNSHIP OF NORTH BERGEN

BY: Charles J. Weaver  
Charles J. Weaver  
Commissioner of Public Affairs,  
Township of North Bergen

ATTEST: Thomas J. Whalen

City Clerk

CITY OF JERSEY CITY

BY: Thomas J. Whalen  
Thomas J. Whalen  
Mayor, City of Jersey City

APPROVED AS TO LEGAL FORM

James F. Ryan  
Corporation Counsel

# **EXHIBIT B**

HUDSON REGIONAL HEALTH COMMISSION  
MEADOWVIEW COMPLEX  
595 COUNTY AVENUE, BUILDING 1, SECAUCUS, NEW JERSEY 07094  
TEL. (201) 223-1133 FAX (201) 223-0122

John P. Sarnas, President

Carrie Nawrocki, MPH, HO  
Executive Director  
Epidemiologist

City of Jersey City  
Health Division  
199 Summit Avenue  
Jersey City, NJ 07304

**MUNICIPAL ASSESSMENTS**

The CY 2018 assessment for the City of Jersey City is: \$87,944.00.

Your quarterly payments will be \$21,986.00.

Any further questions don't hesitate to contact our office at the telephone number and address above.

Thank you,



Carrie Nawrocki  
Executive Director

February 21, 2018

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

City Clerk File No. Res. 18-325  
Agenda No. 10.Z.8  
Approved: MAR 28 2018  
TITLE:



## RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT GRANT FUNDS FROM NEW JERSEY HEALTH CARE, QUALITY INSTITUTE TO BE USED FOR EFFORTS TOWARDS COMMUNITY HEALTH PROGRAMMING

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

**WHEREAS**, the New Jersey Health Care Quality Institute ("NJHCQI") received a three year grant from the United Health Foundation ("UHF"), called Healthy Communities create Healthy Citizens ("HCEIC"), to develop sustainable programs that address common challenges identified in the Community Health Needs Assessments of Jersey City, Trenton and Cumberland County, including achieving healthier lifestyles, improving health literacy, and better managing chronic disease; and

**WHEREAS**, in order to advance the goals of the grant NJHCQI offered to provide grant funds to the City of Jersey City ("City"), through the Jersey City Department of Health and Human Services ("JCDHHS"), as more specifically set forth in the attached Memorandum of Understanding and Project Plan ("MOU"), attached hereto as Exhibit A; and

**WHEREAS**, under said grant, NJHCQI will be working with Jersey City Medical Center (JCMC) and JCHHS to support programs and create resources to offer residents increased healthy lifestyle programming and health literacy and chronic disease management tools; and

**WHEREAS**, in order to advance the goals of the grant, to the extent that the funds are available, the NJHCQI will be providing funds to JCMC and JCHHS to support the goals of this grant which are to offer residents increased healthy lifestyle programming and health literacy and chronic disease management tools; and

**WHEREAS**, all grant funds provided to JCMC and JCHHS are to be used cooperatively by both parties for the benefit of the City community; and

**WHEREAS**, the possible funding for each such activity for year two of the grant (October 1, 2017 through September 30, 2018) is \$12,796.53, and encompasses \$796.53 in remaining year one grant funds and \$12,000.00 in year two grant funds; and

**WHEREAS**, the acceptance of any such funds will not require the City to provide any matching funds; and

WHEREAS, the City desires to accept such grant funds execute the MOU.

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

1. The City is authorized to accept grant funds from the New Jersey Health Care Quality Institute for the City's participation in the Healthy Communities create Healthy Citizens grant
2. The Mayor and/or the Business Administrator are authorized to execute the Memorandum of Understanding and other documents necessary to effectuate the purpose of this resolution
3. The Office of Management and Budget is hereby authorized to establish the proper account the amount of \$12,796.53 for the Healthy Communities create Healthy Citizens grant

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

APPROVED AS TO LEGAL FORM

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

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

Business Administrator

Certification Required

Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.28.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY		ABSENT		YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT GRANT FUNDS FROM NEW JERSEY HEALTH CARE, QUALITY INSTITUTE TO BE USED FOR EFFORTS TOWARDS COMMUNITY HEALTH PROGRAMMING

**Initiator**

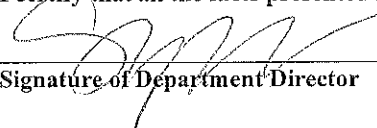
Department/Division	HEALTH & HUMAN SERVICES	DIRECTOR'S OFFICE
Name/Title	STACEY FLANAGAN	DIRECTOR
Phone/email	(201) 547-6800	sflanagan@jcnj.org

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

**Resolution Purpose**

The Office of Management and Budget is hereby authorized to establish the proper account in the amount of \$12,796.53 for the Healthy Communities create Healthy Citizens grant

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. 18-326

Agenda No. 10-Z-9

Approved: MAR 28 2018

TITLE:



MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

HUDSON COUNTY, NEW JERSEY  
AND  
CITY OF JERSEY CITY

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT LEAD HAZARD REDUCTION DEMONSTRATION (LHRD) GRANT PROGRAM

**WHEREAS**, The County of Hudson has been awarded a Lead Hazard Reduction Demonstration (LHRD) Grant by the US Department of Housing and Urban Development to mobilize public and private resources at the County and municipal levels of government to meet the objectives of the US Department of Housing and Urban Development (HUD) Lead Hazard Control Reduction Demonstration (LHRD) Grant Program; and,

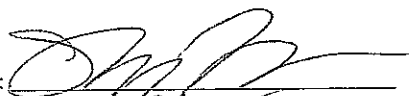
**WHEREAS**, the County of Hudson's application to HUD for the grant included proposed partnerships with community based nonprofits and government agencies to implement a comprehensive, collaborative LHRD program countywide; and

**WHEREAS**, the Jersey City Department of Health and Human Services (JCHHS) was identified as a partner for the LHRD Program; and

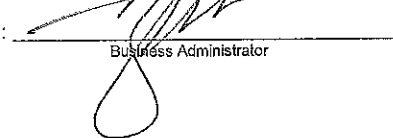
**WHEREAS**, JCHHS conducts environmental intervention investigations to identify lead hazards in cases where a child is reported to have an elevated blood lead level for Jersey City residents;

**NOW THEREFORE BE IT RESOLVED**, the County of Hudson will partner with JCHHS to successfully implement the LHRD grant; and

**BE IT FURTHER RESOLVED**, that the parties of this Memorandum of Understanding.

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED:   
Business Administrator

 7th Apr  
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0


**RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.38.18**

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	ABSENT			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN HUDSON COUNTY, NEW JERSEY AND CITY OF JERSEY CITY
--

**Initiator**

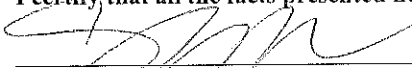
Department/Division	HEALTH & HUMAN SERVICES	DIRECTOR'S OFFICE
Name/Title	STACEY FLANAGAN	DIRECTOR
Phone/email	(201) 547-6800	sflanagan@jcnj.org

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

**Resolution Purpose**

The County of Hudson has been awarded a Lead Hazard Reduction Demonstration (LHRD) Grant by the US Department of Housing and Urban Development to mobilize public and private resources at the County and municipal levels of government to meet the objectives of the US Department of Housing and Urban Development (HUD) Lead Hazard Control Reduction Demonstration (LHRD) Grant Program; and,

I certify that all the facts presented herein are accurate.

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

3/26/18  
\_\_\_\_\_  
Date



**MEMORANDUM OF UNDERSTANDING**

**BY AND BETWEEN**

**HUDSON COUNTY, NEW JERSEY  
AND  
CITY OF JERSEY CITY**

---

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
LEAD HAZARD REDUCTION DEMONSTRATION (LHRD) GRANT PROGRAM**

---

**WHEREAS**, The County of Hudson has been awarded a Lead Hazard Reduction Demonstration (LHRD) Grant by the US Department of Housing and Urban Development to mobilize public and private resources at the County and municipal levels of government to meet the objectives of the US Department of Housing and Urban Development (HUD) Lead Hazard Control Reduction Demonstration (LHRD) Grant Program; and,

**WHEREAS**, the County of Hudson's application to HUD for the grant included proposed partnerships with community based nonprofits and government agencies to implement a comprehensive, collaborative LHRD program countywide; and

**WHEREAS**, the Jersey City Department of Health and Human Services (JCHHS) was identified as a partner for the LHRD Program; and

**WHEREAS**, JCHHS conducts environmental intervention investigations to identify lead hazards in cases where a child is reported to have an elevated blood lead level for Jersey City residents;

**NOW THEREFORE BE IT RESOLVED**, the County of Hudson will partner with JCHHS to successfully implement the LHRD grant; and

**BE IT FURTHER RESOLVED**, that the parties of this Memorandum of Understanding confirm and endorse the aforesaid; and,

**BE IT FURTHER RESOLVED**, that JCHHS agree to fulfill the following commitments and responsibilities:

JCHHS Commitments and Responsibilities

1. JCHHS will perform environmental investigations for units in Jersey City where a child has been identified with elevated blood lead levels (EBLL) in accordance with NJAC 8:51 and protocols established by the New Jersey Department of Health (NJDOH).
2. JCHHS will keep all records and reports which contain medical information, including laboratory test results confidential. Applicable statutes, regulations, and Executive

Orders of the State of New Jersey and Federal Government pertaining to health data and confidentiality are adhered to before disclosing any patient information.

3. JCHHS will maintain adequate staffing of certified Lead Inspectors/Risk Assessors with current NJDOH Lead Certification to ensure timely, complete, and accurate investigation and follow-up, and to ensure documentation of all environmental intervention activities in the state's Welligent LeadTrax database (LeadTrax).
4. JCHHS will maintain necessary equipment, including X-ray Fluorescence (XRF) analyzers and sampling equipment, to ensure that investigations can be conducted in a timely manner.
5. JCHHS will monitor LeadTrax database on a daily basis for alerts of cases requiring environmental intervention. When a new case is identified, an environmental intervention investigation is conducted pursuant to N.J.A.C. 8:51-4.1. The initial home visit is conducted together with the nurse case manager whenever feasible. The environmental intervention investigation includes a full risk assessment consisting of lead-based paint testing using an XRF analyzer, dust wipe sampling with laboratory analysis for evaluation of lead dust hazards, and soil sampling, as required.
6. HRCH will input the environmental intervention investigation report and associated data into LeadTrax database, in accordance with NJDOH protocols. A full report is provided to the local municipal health officer for issuance of a Notice of Violation or abatement order, as applicable.
7. JCHHS will provide The Hudson County Division of Housing and Community Development LeadTrax reports on a weekly basis. This report will contain the address for EBLL cases where the home was determined to be the source of lead hazards. All medical information will be redacted.
8. JCHHS through existing grant funds will provide \$90,000 in matching funds for the LHRD grant broken out as follows:

EBLL Inspections	90 x \$1000	\$ 90,000.00
------------------	-------------	--------------

- a. JCHHS will perform at least 30 EBLL inspections for the LHRD program at a value of \$1000 each.
- b. JCHHS will maintain program files for testing of the units to meet HUD standards and requirements, making files available for County and Federal review as requested.

**NOW, THEREFORE, BE IT AGREED AS FOLLOWS:**

1. The County of Hudson is entering into this Memorandum of Understanding with the JCHHS to successfully implement the LHRD grant.

2. The Memorandum of Understanding shall become binding upon the parties signing by the appropriate officials of the JCHHS and the County of Hudson.
3. Either party may cancel this Memorandum of Understanding upon thirty (30) days written notice of the other party.
4. This Memorandum of Understanding and the proposal of the constitutes the entire Agreement between the County of Hudson and the JCHHS. No Agreement hereafter made between the parties shall be binding upon either party unless reduced to writing and signed by an authorized officer of the party seeking to be bound thereby.
5. This Memorandum of Understanding will have an initial term of three (3) years from the date of this agreement. However, this Memorandum of Understanding may be terminated earlier by and upon written notice of any party to this document. Note that due to the nature of this agreement, the stipulations are contingent upon receipt of an LHRD award by the County of Hudson.
6. All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered personally or by certified mail:

TO: County of Hudson  
 Office of the County Administrator  
 567 Pavonia Avenue  
 Jersey City, New Jersey 07306

\_\_\_\_\_  
 David Drumeler  
 Deputy County Administrator, Hudson County

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Date

\_\_\_\_\_

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Witness  
 Witness

\_\_\_\_\_  
 Date  
 Date

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

City Clerk File No. Res. 18-327

Agenda No. 10.Z.10

Approved: MAR 28 2018

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY RATIFYING THE  
AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO PEDIATRIC CONSULTANT DR.  
ORLANDO GONZALEZ OF LIFE\*MOD, LLC**

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

WHEREAS, the City of Jersey City (City) requires the services of a disease prevention consultant to provide services in connection with the Disease Prevention Clinic under the auspices of the Department of Health and Human Services (Department); and

WHEREAS, Dr. Orlando Gonzalez of LIFE\*MOD, LLC, License #25MA08481900, is a licensed physician and is qualified to perform the required services; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection; and

WHEREAS, the contract period is from January 1, 2018 through December 31, 2018; and

WHEREAS, the total amount of this contract shall not exceed Fifteen Thousand (\$15,000.00) Dollars; and

WHEREAS, the funds in the amount of One Thousand (\$1,000.00) Dollars are available in the Department's Clinical Services Division operating current fund Account No. 1-201-27-333-312, and the additional amount of Fourteen Thousand (\$14,000.00) Dollars will be made available in the calendar year 2018 temporary or permanent budgets.

Continuation of Resolution \_\_\_\_\_  
 City Clerk File No. Res. 18-327  
 Agenda No. 10.Z.10  
 TITLE: **MAR 28 2018**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO PEDIATRIC CONSULTANT DR. ORLANDO GONZALEZ OF LIFE\*MOD, LLC**

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement with Dr. Orlando Gonzalez, of LIFE\*MOD, LLC, in substantially the form attached, for providing disease prevention services in connection with various health programs provided by the Department of Health and Human Services for a one year period effective as of January 1, 2018 through December 31 2018, in the amount of \$15,000;
2. This contract is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
3. A copy of this Resolution will be published in a newspaper of general circulation as required by law within ten (10) days of its passage;
4. A copy of this Resolution shall be placed on file and available for inspection in the Office of the City Clerk;
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2018 Calendar Year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2018 Calendar Year permanent budget; and

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify that there are sufficient funds in the amount of \$1,000.00 in the Department of Health and Human Services' Clinical Services Division operating current fund Account No. 1-201-27-333-312; P.O. # 128019

APPROVED: [Signature] APPROVED AS TO LEGAL FORM R.R.  
3-28-18  
 APPROVED: [Signature] Business Administrator [Signature] Corporation Counsel  
 Certification Required   
 Not Required  APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.28.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY		ABSENT		YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

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

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

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO PEDIATRIC CONSULTANT DR. ORLANDO GONZALEZ OF LIFE\*MOD\*LLC

**Project Manager**

Department/Division	Health and Human Services	Division of Disease Prevention
Name/Title	Stacey Lea Flanagan	Director
Phone/email	201.547.6800	sflanagan@jcnj.org

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

**Contract Purpose**

Dr. Orlando Gonzalez, providing disease prevention services in connection with various health programs provided by the Department of Health and Human Services for a one year period effective as of January 1, 2018 through December 31 2018, in the amount of \$15,000

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

\$15,000 City budget

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

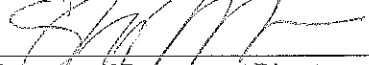
1 year

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3/19/18  
Date



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: LIFE\*MOD LIMITED LIABILITY COMPANY

Trade Name:

Address: 60 COLUMBUS DR 2ND FLOOR  
JERSEY CITY, NJ 07302

Certificate Number: 1951510

Effective Date: May 06, 2015

Date of Issuance: March 07, 2018

For Office Use Only:

20180307115851261

JERSEY CITY PREVENTIVE MEDICINE CLINIC  
PHYSICIAN CONTRACT

Agreement made this \_\_\_\_\_ day of April 2018 between the City of Jersey City, a Municipal Corporation organized and existing under the laws of the State of New Jersey, with its principal place of business at 360 Martin Luther King Drive, in the City of Jersey City, the County of Hudson and the State of New Jersey (herein referred to as the "City") and Orlando Gonzalez, MD of Life\*Mod, LLC (herein referred to as the "Physician" or "Contractor").

RECITALS:

1. City is a Municipal Corporation and in conduct of the Jersey City Preventive Medicine Clinic under the auspices of the Department of Health and Human Services. The program is housed at 360 Martin Luther King Drive. The program desires to have the following services performed by the Physician.
2. Physician agrees to perform these services for the City under the terms and conditions set forth in this contract.
3. Physician is duly licensed to practice his/her profession in the State of New Jersey.

I. NATURE OF WORK

The Physician will perform services with respect to all matters relating to or affecting the Jersey City Preventive Medicine Clinic.

- Physical examination of men coming to the STD Clinic.
  - Obtaining urethral, rectal and throat specimens for testing.
  - Consult with patient regarding diagnosis of disease.
  - Treatment of all diagnosed STD patients and their partners.
  - Make appropriate referrals whenever necessary.
- Shall oversee and supervise the nursing staff whenever necessary.
- Shall work with and supervise the Nurse Practitioner



## II. TIME AND PLACE OF WORK

The Physician will be available by phone/email, Monday thru Friday from 9:00 AM to 4:00 PM. Office hours (date and time) will be at discretion of Physician. Service to be at 360 Martin Luther King Drive, Jersey City, NJ. When Physician is away and unavailable, a designee, appointment by the Physician, will be available to the clinic by phone and/or email.

## III. COMPENSATION AND TERM

For all services rendered, under the terms of this agreement, the Physician shall be paid monthly; to cover January 1, 2018 to December 31, 2018, not to exceed \$15,000. This shall also be the term of this contract.

## IV. RELATIONSHIP OF PARTIES

The parties agree that the Physician and the relation created by this contract is that of employer and independent contractor. Physician is not an employee of the City, is not entitled to the benefits provided by employer to its employees, including but not limited to group insurance, pension plan, and workmen compensation benefits. Physician may practice his/her services for others during those periods when Physician is not performing work under the contract for the City.

## V. LIABILITY, INSURANCE, AND INDEMNIFICATION

The services to be rendered under this contract will be rendered entirely at the Physician's risk. The Physician shall purchase and maintain at his expense shall sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Malpractice and shall be subject to the City's Risk Manager's approval for adequacy of protection. Certificates of such insurance, naming the City as an additional insured, when possible, shall be provided. Insurance requirements are as follows:

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

The Physician shall indemnify and hold harmless the City from and against all claims, damages, losses, and expenses including all reasonable counsel fees incurred by the City for any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the

performance of the contract or from any act or omission by the Physician, its agents, servants, and/or employees that result in any loss of life or property or in any injury or damage to persons or property.

#### VI. FACILITIES

City shall operate and maintain facilities and provide at its own cost supplies and equipment necessary and proper to the performance of the Physician's position.

#### VII. RECORDS AND FILES

All patient charts shall belong to and remain the property of the City. The Physician shall not be entitled to keep or reproduce City's records or charts related to any patient or subject of the STD Program unless that patient shall request specifically that his/her records be transmitted to the Physician.

#### VIII. MISCELLANEOUS

This agreement shall be interpreted and governed according to the laws of the State of New Jersey. Both parties may terminate this contract with a 30-day written notice of intent of termination.

#### XIX. Certification of Funding

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

#### X. City of Jersey City Lobbyist Disclosure Ordinance

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

XI New Jersey Business Registration Requirements

The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor.

Before final payment on the contract is made by the contracting agency, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) of subsection e. or f. of section 92 of P.L. 1977, c. 110(C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed by its duly authorized officers and its seal to be here affixed, on the day and year written above.

CITY OF JERSEY CITY

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
BUSINESS ADMINISTRATOR

LIFE\*MOD, LLC

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Dr. Orlando Gonzalez

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

City Clerk File No. Res. 18-328

Agenda No. 10.Z.11

Approved: MAR 28 2018

**TITLE: A RESOLUTION RECOGNIZING ROBERT J. KAKOLESKI ON THE OCCASION OF HIS RETIREMENT, FOR 32 YEARS OF SERVICE TO THE CITY OF JERSEY CITY**



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

**WHEREAS**, Robert J. Kakoleski began working for the City of Jersey City in June 1985 as a Planner Trainee and worked his way upward, reaching the most senior position in the City as Business Administrator, by dedicating himself to a career in municipal service with the goal, in his own words, "to carry out sound, transparent, and professional government;" and,

**WHEREAS**, over the course of his tenure with the City, Robert J. Kakoleski served as an Assistant Planner in the City Planning Division, an Administrative Analyst for the Office of Grants Administration and Compliance, the Fiscal Officer for the Police Department, the Deputy Director of the Police Department, the Acting Director of the Police Department, the Assistant Business Administrator in the Office of Management and Budget, and the Business Administrator; and,

**WHEREAS**, during his term as Business Administrator, Robert J. Kakoleski's skillful leadership resulted in four consecutive City budgets without the need for a municipal tax increase, four consecutive years of the City's credit rating being upgraded by Moody's and Standard & Poor's, and the settling of six new labor contracts and a positive binding arbitration award for the City; and,

**WHEREAS**, Robert J. Kakoleski was elected by fellow City employees to serve on the City's Pension Board for ten years, was Chairman of the Pension Board for several years, and served as a Commissioner for the City's Insurance Fund; and,

**WHEREAS**, due to his strong belief in self-improvement and continuous education, Robert J. Kakoleski graduated from Rutgers University with a BA in Political Science, holds a Master of Public Administration from Fairleigh Dickinson University, is a licensed State of New Jersey Certified Municipal Finance Officer, and completed the Labor Relations Certification at Rutgers University; and,

**WHEREAS**, Robert J. Kakoleski is a proud son of Jersey City, having been born at Margaret Hague Hospital, raised in the Greenville, and attended St. Peter's Preparatory School graduating in 1985; and,

**WHEREAS**, Robert J. Kakoleski married fellow Jersey City resident Christine Lasiewski on August 19, 1995 at Our Lady of Mercy Church, and are the loving parents of Brittany Nicole and Robert Jr., and is, in his own words, "the Number One Fan for anything my children are involved with, whether in school, sports, or stage;" and

**WHEREAS**, Robert J. Kakoleski has had a lifelong love of sports, especially playing softball, basketball, and golf with fellow City Employees, and has expressed this love of sports by sharing it with future generations as a dedicated volunteer, coaching Youth Baseball for many years, and also serving in a leadership role, as a member of the Youth Baseball League's Board of Directors; and,

**WHEREAS**, after working hard for the City of Jersey City every day for the last 32 years, Robert J. Kakoleski announced to the Mayor, the Administration, and the City Council that he would be retiring effective April 1, 2018.

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council of the City of Jersey City does hereby thank Robert J. Kakoleski for many years of dedicated service to the City of Jersey City, and bestows their best wishes for him in all his future endeavors, both professional and personal.

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3-28-18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY		ABSENT		YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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