

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

City Clerk File No. Res. 11-027

Agenda No. 10.A

Approved: JAN 26 2011

TITLE:



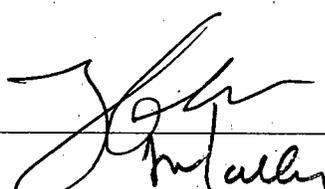
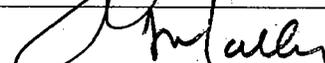
RESOLUTION AUTHORIZING TRANSITION YEAR 2010 APPROPRIATION RESERVE TRANSFERS.

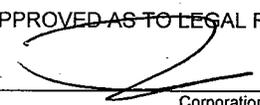
COUNCIL
adoption of the following resolution:

offered and moved

RESOLVED, by the Municipal Council of the City of Jersey City that the Comptroller is hereby authorized to make the following TY 2010 budgetary appropriation reserve transfers in accordance with N.J.S.A. 40A:4-59, two thirds of the full membership of the Municipal Council concurring:

	FROM	TO
25-265 FIRE SW	120,000	
26-315 AUTOMOTIVE SERVICES OE		120,000
TOTAL	120,000	120,000

APPROVED: 
 APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required

Not Required

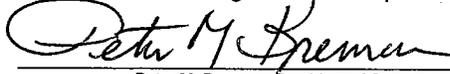
APPROVED **6-1**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/26/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP		✓		VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON			ABSENT	BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


 Peter M. Brennan, President of Council


 Robert Byrne, City Clerk

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

City Clerk File No. Res. 11-028
 Agenda No. 10.B
 Approved: JAN 26 2011
 TITLE:



RESOLUTION CELEBRATING THE FIRST ANNIVERSARY OF MERCY SEAT, A PARISH OF THE REDEEMED CHRISTIAN CHURCH OF GOD IN NORTH AMERICA

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

WHEREAS, Mercy Seat, a parish of the Redeemed Christian Church of God in North America, was established on January 17, 2010; and

WHEREAS, Redeemed Christian Church of God Mercy Seat commenced services on January 19, 2010 at the Urban League of Hudson County building at 253-261 Martin Luther King Jr. Drive; and

WHEREAS, Rev. Deji Adewale is the lead pastor of the parish of the Redeemed Christian Church of God Mercy Seat in Jersey City. His primary mission is now acquiring property for the church to have its own home; and

WHEREAS, Rev. Deji Adewale is a visionary, prayerful, focused, tested and is a proven servant-leader who leads by example; and

WHEREAS, Rev. Deji Adewale is a highly successful Information Technology professional. His knowledge and education will surely be an asset in building his congregation; and

WHEREAS, Rev. Deji Adewale is the beloved husband of Roseline and the proud father of two girls, Amen and Bethel.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does celebrate the First Anniversary of Mercy Seat, a parish of the Redeemed Christian Church of God in North America and wishes them continued success in the future.

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

Certification Required
 Not Required

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1/26/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON			ABSENT	BRENNAN, PRES.	✓		

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

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
[Signature] Peter M. Brennan, President of Council
[Signature] Robert Byrne, City Clerk

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

City Clerk File No. Res. 11-029
 Agenda No. 10.C
 Approved: JAN 26 2011
 TITLE:



RESOLUTION REAPPOINTING CARLA E. SMITH AS A MEMBER OF THE JERSEY CITY RENT LEVELING BOARD

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

WHEREAS, the Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated January 12, 2011, that he has reappointed **Carla E. Smith**, of 131 Kensington Avenue, Jersey City, New Jersey to serve as a regular member of the **Jersey City Rent Leveling Board**, for a period to commence immediately upon adoption of this resolution and expire on January 20, 2014.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the reappointment of **Carla E. Smith** as a member of the **Jersey City Rent Leveling Board** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sjg

APPROVED: _____
 APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required
 Not Required

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/26/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	ABSENT			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Peter M. Brennan, President of Council

 Robert Byrne, City Clerk



CITY OF JERSEY CITY

JERRAMIAH T. HEALY, MAYOR

January 18, 2011

President and Members of the Municipal Council
City Of Jersey City
280 Grove Street
Jersey City, N.J. 07302

Dear President and Members,

Kindly be advised that I have reappointed **Carla E. Smith**, of 131 Kensington Avenue, Jersey City, New Jersey, to serve as a member of the **Jersey City Rent Leveling Board**. Ms. Smith's term will commence upon the adoption of the resolution and expire on January 20, 2014.

I respectfully request your advice and consent to this appointment.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Healy", written over a faint, larger version of the signature.

Jerramiah T. Healy
Mayor

cc: William Matsikoudis, Corporation Counsel
John Kelly, Business Administrator
Robert Byrne, City Clerk
Charles Odei, Rent Leveling Board
Rosemary McFadden, Chief of Staff, Mayor's Office
Kevin Lyons, Mayor's Office
Omar Perez, Mayor's Office
Carla E. Smith

OFFICE OF THE MAYOR

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

City Clerk File No. Res. 11-030

Agenda No. 10.D

JAN 26 2011

Approved: _____

TITLE:



RESOLUTION REAPPOINTING HENRY NORFORD AS A MEMBER OF THE JERSEY CITY RENT LEVELING BOARD

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated January 12, 2011, that he has reappointed **Henry Norford**, of 459 Mercer Street, Jersey City, New Jersey to serve as a regular member of the **Jersey City Rent Leveling Board**, for a period to commence immediately upon adoption of this resolution and expire on January 20, 2014.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the reappointment of **Henry Norford** as a member of the **Jersey City Rent Leveling Board** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sjg

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/26/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓			VE LAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	ABSENT			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk



CITY OF JERSEY CITY

JERRAMIAH T. HEALY, MAYOR

January 18, 2011

President and Members of the Municipal Council
City Of Jersey City
280 Grove Street
Jersey City, N.J. 07302

Dear President and Members,

Kindly be advised that I have reappointed **Henry Norford**, of 459 Mercer Street, Jersey City, New Jersey, to serve as a member of the **Jersey City Rent Leveling Board**. Mr. Norford's term will commence upon the adoption of the resolution and expire on January 20, 2014.

I respectfully request your advice and consent to this appointment.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Healy", written over a horizontal line.

Jerramiah T. Healy
Mayor

cc: William Matsikoudis, Corporation Counsel
John Kelly, Business Administrator
Robert Byrne, City Clerk
Charles Odei, Rent Leveling Board
Rosemary McFadden, Chief of Staff, Mayor's Office
Kevin Lyons, Mayor's Office
Omar Perez, Mayor's Office
Henry Norford

OFFICE OF THE MAYOR

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

City Clerk File No. Res. 11-031

Agenda No. 10.E

Approved: _____

TITLE:



RESOLUTION REAPPOINTING LEWIS W. MATTHIAS AS A MEMBER OF THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY

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

WHEREAS, the Honorable Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated January 7, 2011, that he has reappointed **Lewis W. Matthias** of 262 Seaview Avenue, Jersey City, New Jersey as a member of the **Jersey City Municipal Utilities Authority**, for a term to commence immediately upon adoption of this resolution and expire on January 31, 2016.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the reappointment of **Lewis W. Matthias** as a member of the **Jersey City Municipal Utilities Authority** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sjg

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

[Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1/26/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				FLOOD			
DONNELLY				FULOP				VELAZQUEZ			
LOPEZ				RICHARDSON				BRENNAN, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council

WITHDRAWN

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

City Clerk File No. Res. 11-032
 Agenda No. 10.F
JAN 26 2011
 Approved: _____



TITLE: RESOLUTION AUTHORIZING THE EXTENSION OF TIME ON PROPERTY NOT NEEDED FOR PUBLIC USE ON BLOCK 1914 LOT 5 LOCATION 146 SUMMIT AVENUE.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on October 13, 2010, the Municipal Council of the City of Jersey City passed and adopted a resolution authorizing the sale of certain public lands not needed for public use, by public sale, to the highest bidder in accordance with N.J.S.A. 40A:12-13; and

WHEREAS, notice of said sale was duly published as required by Law; and

WHEREAS, in pursuance to said resolution such public sale was held in the Assembly Chamber, City Hall, 280 Grove Street, Jersey City, New Jersey on November 4, 2010 at ten o'clock in the forenoon, local time; and

WHEREAS, Block 1914 Lot 5 Location 146 Summit Avenue was conditionally sold to: Skyway Realty, LLC, 327 Manhattan Avenue, Jersey City, New Jersey 07307; and

WHEREAS, the Municipal Council of the City of Jersey City adopted the Confirmation of Sale on November 10, 2010; and

WHEREAS, the balance of the purchase price is due on January 10, 2011; and

WHEREAS, attached is a letter from Rafael Toral, President of Skyway Realty, LLC requesting an extension until March 10, 2011 to close on the above mentioned property; and

WHEREAS, if the purchaser fails to close on the above mentioned property by March 10, 2011, the sale to the purchaser shall be automatically canceled and the deposit forfeited..

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that an extension until March 10, 2011, to close on the Block 1914 Lot 5 Location 146 Summit Avenue is hereby approved.

BE IT FURTHER RESOLVED, that if the purchaser fails to close on the above mentioned property by March 10, 2011, the sale shall be automatically canceled and the deposit forfeited.

APPROVED: *Am. Richards*
 APPROVED: *J. Allen*
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required

Not Required

02011007

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/26/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	ABSENT			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan
 Peter M. Brennan, President of Council

Robert Byrne
 Robert Byrne, City Clerk

SKYWAY REALTY, L.L.C.

327 MANHATTAN AVE.
JERSEY CITY, N.J. 07307
TEL. 201-386-1332
FAX. 201-386-1318

January 11, 2011

City Of Jersey City
Real Estate Office
280 Grove St.
Jersey City, N.J. 07302

Ref.: Block 1914 Lots 7B, 7C, 5

Dear Mrs. Ann Marie Miller,
as per our conversation from yesterday, I hereby respectfully request an extension of time to secure financing for the properties above mentioned. I was able to secure financing and did drop off a check for the full amount due, on Block 1336 Lots 24.A, 25 for \$ 61,200.00 yesterday, however, I need a little more time to secure financing for the other properties.

I have apologetically and unfortunately come up short with respect to the time requirements. Principals at the banks have cited the financial realities that are unfortunately commonplace today. However, I will have the full amount due within two months time. Please keep in mind that I have deposited over \$ 20,000.00 in these properties already, and will have the balance due within 2 months time.

Please feel free to contact me, at any time, on my cell phone # 201-344-6504.

I thank you for your anticipated cooperation in this matter.

Sincerely;
Rafael Toral

Skyway Realty LLC

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

City Clerk File No. Res. 11-033

Agenda No. 10.G

Approved: JAN 26 2011



TITLE: RESOLUTION AUTHORIZING THE EXTENSION OF TIME ON PROPERTY NOT NEEDED FOR PUBLIC USE ON BLOCK 2015 LOT 7.T LOCATION 82 RANDOLPH AVENUE.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on October 13, 2010, the Municipal Council of the City of Jersey City passed and adopted a resolution authorizing the sale of certain public lands not needed for public use, by public sale, to the highest bidder in accordance with N.J.S.A. 40A:12-13; and

WHEREAS, notice of said sale was duly published as required by Law; and

WHEREAS, in pursuance to said resolution such public sale was held in the Assembly Chamber, City Hall, 280 Grove Street, Jersey City, New Jersey on November 4, 2010 at ten o'clock in the forenoon, local time; and

WHEREAS, Block 2015 Lot 7.T, 82 Randolph Avenue was conditionally sold to: Mingchu Huynh, 80 Randolph Avenue, Jersey City, New Jersey 07305; and

WHEREAS, the Municipal Council of the City of Jersey City adopted the Confirmation of Sale on November 10, 2010; and

WHEREAS, the balance of the purchase price is due on January 10, 2011; and

WHEREAS, attached is letter from the attorney for the purchaser, Mr. Bruce Lerner indicating that there are title problems that must be rectified; and

WHEREAS, a three month extension is needed to rectify the title problems; and

WHEREAS, if the purchaser fails to close on the above mentioned property by April 10, 2011, the sale to the purchaser shall be automatically canceled and the deposit forfeited..

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that an extension until April 10, 2011, to close on the Block 2015 Lot 7T, Location 82 Randolph Avenue is hereby approved.

BE IT FURTHER RESOLVED, that if the purchaser fails to close on the above mentioned property by April 10, 2011, the sale shall be automatically canceled and the deposit forfeited.

APPROVED: Ann Marie Miller
Ann Marie Miller, Real Estate Manager

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

02011011

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/26/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	ABSENT			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

Bruce W. Lerner

Attorney at Law
432A DANFORTH AVENUE
JERSEY CITY, NJ 07305
(201) 433-6000
FAX: (201) 433-6363
E-Mail: Bruce@lernerlaw.org

December 1, 2010

City of Jersey City Real Estate Department
Attention: Ms. Ann Marie Miller
280 Grove Street, Room No: B-10
Jersey City, New Jersey 07302

RE: HUYNH from CITY OF JERSEY CITY
82 Randolph Avenue
Jersey City, New Jersey

Dear Ms. Miller:

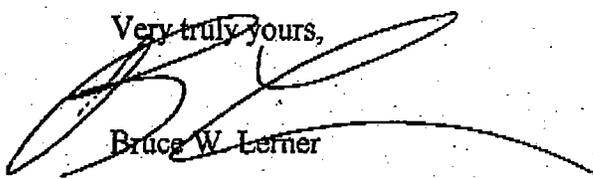
This office represents Mingchu Huynh, the successful bidder in the above matter at the auction of November 4, 2010.

I have received a title search, parts of which are attached, requiring proof under schedule B-I, items 6 and 7 as set forth, a cancellation of Tax Sale Certificate recorded in mortgage book: 7121, page: 723 under schedule B-I, item 10 and proof that a prior owner did not owe franchise taxes for which I am awaiting the Franchise Tax Report.

Would you please have your foreclosure attorney provide us with proof as to service on the registered agent of Andrea Business Consulting, Inc. or the surviving share holders or other proof as to who was served on behalf of the corporation as well as proof of service on all interested parties in this foreclosure action.

Also advise if you can provide a Duplicate Certificate of Redemption for Tax Sale Certificate recorded in book: 7121, page: 273 which appears to be certificate number 272198, a copy of which is attached.

Very truly yours,


Bruce W. Lerner

BWL/bml
FAX ONLY
Cc: Client (via e-mail)

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

City Clerk File No. Res. 11-034
 Agenda No. 10.H
 Approved: JAN 26 2011



TITLE: RESOLUTION AUTHORIZING AN EXTENSION OF TIME TO CLOSE THE CONTRACT OF SALE OF CITY-OWNED PROPERTY KNOWN AS BLOCK 961 LOT 1 TONNELE AVE.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on October 13, 2010, the Municipal Council of the City of Jersey City adopted a resolution authorizing the sale of certain public lands not needed for public use by public sale to the highest bidder in accordance with N.J.S.A. 40A:12-13; and

WHEREAS, such public sale was held in the Council Chambers, City Hall, 280 Grove Street, Jersey City, New Jersey on November 4, 2010; and

WHEREAS, Block 961 Lots 1 Address Tonnele Avenue, was conditionally sold to: 319 Tonnele Avenue, LLC (Purchaser); and

WHEREAS, the Municipal Council of the City of Jersey City adopted a Resolution confirming the sale on November 10, 2010; and

WHEREAS, the balance of the purchase price was due on January 10, 2011; and

WHEREAS, attached is a letter dated December 29, 2010 from Frederick C. Biehl, III, attorney for the Purchaser, indicating that there is a DEP lien on the property which must be removed in order to give the Purchaser clear title; and

WHEREAS, a three month extension is needed to remove the DEP lien.

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that an extension until April 10, 2011 to close on the sale of Block 961 Lot 1, location Tonnele Avenue is hereby approved.

APPROVED: Ann Marie Miller APPROVED AS TO LEGAL FORM
 Ann Marie Miller, Real Estate Manager
 APPROVED: [Signature] Royal R. Blythe
 Business Administrator Corporation Counsel

02011017

Certification Required
 Not Required

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				1/26/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON			ABSENT	BRENNAN, PRES	✓		

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

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
Peter M. Brennan Peter M. Brennan, President of Council
Robert Byrne Robert Byrne, City Clerk

Law Offices

SORIANO, HENKEL, BIEHL & MATTHEWS

received
1-4-2011

William J. Soriano
Frederick C. Biehl, III
Thomas W. Matthews
Peter DeSalvo, Jr.
James G. Gelenitis

A Professional Corporation

75 Eisenhower Parkway
Roseland, New Jersey 07068-1693

George B. Henkel, Retired

(973) 364-0111

Facsimile (973) 364-1073

December 29, 2010

Via Regular Mail/Facsimile

City of Jersey City
Real Estate Office
280 Grove Street
Jersey City, NJ 07302

Attention: Ann Marie Miller, Real Estate Manager

**RE: Block 961, Lot 1
319 Tonnele Avenue, Jersey City, NJ**

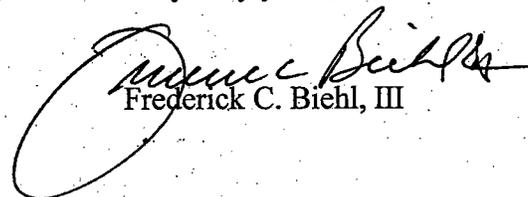
Dear Ms. Miller:

Please be advised that the above-captioned law firm represents purchaser with regard to the above matter. We have received your letter of November 15, 2010 concerning closing on the above matter and in furtherance thereof we forwarded to you a title binder. The title binder indicated at Schedule B, Section II, Items 20, 21, 22, 23 certain liens affect the subject premises which needs to be removed of record. Of particular importance is Item No. 20 which provides a DEP lien in the amount of \$1,125,012.00. I believe the tax liens will be part of the closing that the City of Jersey City can have removed easily. However, the DEP lien needs to be removed to get clear title to purchaser.

Please contact the undersigned in order that we may discuss the closing of title and when the City of Jersey City will have these liens removed of record.

Thank you for your anticipated cooperation.

Very truly yours,


Frederick C. Biehl, III

FCB:ef

cc: Ms. Peggy Rausch

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

City Clerk File No. Res. 11-035

Agenda No. 10.I

Approved: JAN 26 2011



TITLE: RESOLUTION AUTHORIZING THE EXTENSION OF TIME ON PROPERTY NOT NEEDED FOR PUBLIC USE ON BLOCK 1309 LOT E.8 LOCATION 250 MARTIN LUTHER KING DRIVE.

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

WHEREAS, on October 13, 2010, the Municipal Council of the City of Jersey City passed and adopted a resolution authorizing the sale of certain public lands not needed for public use, by public sale, to the highest bidder in accordance with N.J.S.A. 40A:12-13; and

WHEREAS, notice of said sale was duly published as required by Law; and

WHEREAS, in pursuance to said resolution such public sale was held in the Assembly Chamber, City Hall, 280 Grove Street, Jersey City, New Jersey on November 4, 2010 at ten o'clock in the forenoon, local time; and

WHEREAS, Block 1309 Lot E.8, 250 Martin Luther King Drive was conditionally sold to: Nohar Sumasar, 9448 Candice Court, Orlando, Florida 32832; and

WHEREAS, the Municipal Council of the City of Jersey City adopted the Confirmation of Sale on November 10, 2010; and

WHEREAS, the balance of the purchase price is due on January 10, 2011; and

WHEREAS, attached is letter from the attorney for the purchaser, Mr. Bruce Lerner indicating that there are title problems that must be rectified; and

WHEREAS, a three month extension is needed to rectify the title problems; and

WHEREAS, if the purchaser fails to close on the above mentioned property by April 10, 2011, the sale to the purchaser shall be automatically canceled and the deposit forfeited..

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that an extension until April 10, 2011, to close on the Block 1309 Lot E.8, Location 250 Martin Luther King Drive is hereby approved.

BE IT FURTHER RESOLVED, that if the purchaser fails to close on the above mentioned property by April 10, 2011, the sale shall be automatically canceled and the deposit forfeited.

APPROVED: Ann Marie Miller APPROVED AS TO LEGAL FORM
 Ann Marie Miller, Real Estate Manager Manager

APPROVED: [Signature] Corporation Counsel
 Business Administrator Corporation Counsel

0 2 0 1 1 0 1 0 Certification Required
Not Required

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/26/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	ABSENT			BRENNAN, PRES	✓		

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

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

Peter M. Brennan Robert Byrne
 Peter M. Brennan, President of Council Robert Byrne, City Clerk

Bruce W. Lerner

Attorney at Law

432A DANFORTH AVENUE

JERSEY CITY, NJ 07305

(201) 433-6000

FAX: (201) 433-6363

E-Mail: Bruce@lernerlaw.org

December 15, 2010

City of Jersey City Real Estate Department
Attention: Ms. Ann Marie Miller
280 Grove Street, Room No: B-10
Jersey City, New Jersey 07302

RE: NOHAR SUMASAR from CITY OF JERSEY CITY
250 Martin Luther King Drive and 128 Woodlawn Avenue
Jersey City, New Jersey

Dear Ms. Miller:

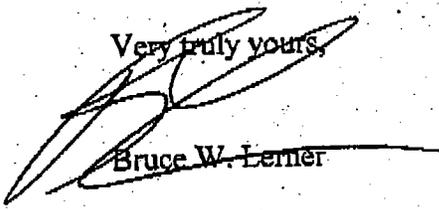
This office represents Nohar Sumasar with respect to the above two referred to purchases at the November 4, 2010 auction.

I have obtained my title searches and with respect to the property at 128 Woodlawn Avenue all is in order and I will contact you later this week to schedule closing.

With respect to 250 Martin Luther King Drive, I am attaching herewith portions of the title search and ask that you note the exceptions listed in schedule B, section 1, item K requiring proof that the judgment creditors of prior owner, Minority Contractors and Coalition of Trade Workers of NJ were duly served notice of the tax foreclosure and also schedule B-I, item N that the chancery abstract failed to find any return receipt or unclaimed envelope for Minority Contractors and Coalition of Trade Workers of NJ and proof of service needs to be submitted.

Would you please contact your foreclosure attorney with respect to both of these items.

Very truly yours,


Bruce W. Lerner

BWL/bml
FAX ONLY
Attachments

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

City Clerk File No. Res. 11-036
 Agenda No. 10.J
 Approved: JAN 26 2011



TITLE: RESOLUTION AUTHORIZING THE EXTENSION OF TIME ON PROPERTY NOT NEEDED FOR PUBLIC USE ON BLOCK 1914 LOT 7B, 7C LOCATION 57 CLIFTON PLACE.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on October 13, 2010, the Municipal Council of the City of Jersey City passed and adopted a resolution authorizing the sale of certain public lands not needed for public use, by public sale, to the highest bidder in accordance with N.J.S.A. 40A:12-13; and

WHEREAS, notice of said sale was duly published as required by Law; and

WHEREAS, in pursuance to said resolution such public sale was held in the Assembly Chamber, City Hall, 280 Grove Street, Jersey City, New Jersey on November 4, 2010 at ten o'clock in the forenoon, local time; and

WHEREAS, Block 1914 Lots 7B, 7C, 57 Clifton Place was conditionally sold to: Skyway Realty, 327 Manhattan Avenue, Jersey City, New Jersey 07307; and

WHEREAS, the Municipal Council of the City of Jersey City adopted the Confirmation of Sale on November 10, 2010; and

WHEREAS, the balance of the purchase price is due on January 10, 2011; and

WHEREAS, attached is letter from Rafael Toral, President of Skyway Realty, LLC requesting an extension until March 10, 2011 to close on the above mentioned property; and

WHEREAS, if the purchaser fails to close on the above mentioned property by March 10, 2011, the sale to the purchaser shall be automatically canceled and the deposit forfeited..

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that an extension until March 10, 2011, to close on the Block 1914 Lots 7B, 7C, Location 57 Clifton Place is hereby approved.

BE IT FURTHER RESOLVED, that if the purchaser fails to close on the above mentioned property by March 10, 2011, the sale shall be automatically canceled and the deposit forfeited.

APPROVED: *Anna Maria Miller*

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
 Business Administrator

[Signature]
 Corporation Counsel

0 0 1 1 0 0 6

Certification Required

Not Required

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/26/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	ABSENT			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan
 Peter M. Brennan, President of Council

Robert Byrne
 Robert Byrne, City Clerk

SKYWAY REALTY, L.L.C.

327 MANHATTAN AVE.
JERSEY CITY, N.J. 07307
TEL. 201-386-1332
FAX. 201-386-1318

January 11, 2011

City Of Jersey City
Real Estate Office
280 Grove St.
Jersey City, N.J. 07302

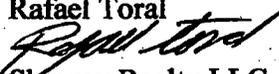
Ref.: Block 1914 Lots 7B, 7C, 5

Dear Mrs. Ann Marie Miller,
as per our conversation from yesterday, I hereby respectfully request an extension of time to secure financing for the properties above mentioned. I was able to secure financing and did drop off a check for the full amount due, on Block 1336 Lots 24.A, 25 for \$ 61,200.00 yesterday, however, I need a little more time to secure financing for the other properties.

I have apologetically and unfortunately come up short with respect to the time requirements. Principals at the banks have cited the financial realities that are unfortunately commonplace today. However, I will have the full amount due within two months time. Please keep in mind that I have deposited over \$ 20,000.00 in these properties already, and will have the balance due within 2 months time.

Please feel free to contact me, at any time, on my cell phone # 201-344-6504.

I thank you for your anticipated cooperation in this matter.

Sincerely;
Rafael Toral

Skyway Realty LLC

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

City Clerk File No. Re's. 11-037

Agenda No. 10.K

Approved: JAN 26 2011

TITLE:

**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR
TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING
145 PACIFIC AVENUE A/K/A BLOCK 2024, LOT 8**



COUNCIL
resolution:

offered and moved adoption of the following

WHEREAS, on November 29, 2005, Isaac and Myrtis Ross (Borrowers) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$10,500 made under the HORP Program; and

WHEREAS, the loan was made for the purpose of making home improvements for a low or moderate income family and it self-amortizes over five (5) years provided the homeowners reside in the property and do not sell the property; and

WHEREAS, the mortgage affects property known as 145 Pacific Avenue, Jersey City, also known as Lot 8 in Block 2024; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of the Mortgage of Isaac and Myrtis Ross dated November 29, 2005 in the sum of \$10,500 affecting 145 Pacific Avenue, Jersey City, also known as Lot 8 in Block 2024.

IW/cw
1-18-11

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

02011012

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
								1/26/11			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON			ABSENT	BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

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

City Clerk File No. Res. 11-038

Agenda No. 10.1

Approved: JAN 26 2011

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING PROPERTY KNOWN AS 42-44 FERNCLIFF ROAD A/K/A BLOCK 1257.F, LOT 21.99

COUNCIL
the following resolution:

Offered and moved adaption of

WHEREAS, Antonio and Anna Marie Iacono, the owners of Block 1257.F, Lot 21.99 a/k/a 42-44 Ferncliff Road, participated in the City of Jersey City's ("City") HORP Program; and

WHEREAS, the owners received from the City a \$19,900.00 loan on September 28, 2009 for the purpose of making home improvements and it self-amortizes over a period of ten (10) years provided that the homeowners reside in the property, do not sell the property and comply with all terms of the City's mortgage; and

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

WHEREAS, the owners now desire to refinance the first mortgage in order to obtain lower monthly mortgage payments and additional loan funds; and

WHEREAS, the new lender, Capital One., N.A., its successors and/or assigns, requires that the City's mortgage be made subordinate to the new loan; and

WHEREAS, the amount of the new first mortgage is \$110,000.00; and

WHEREAS, the City's lien will be in second lien position; and

WHEREAS, the City by its Division of Community Development reviewed the appraisal report and title commitment and has determined that the value of the property does support the new loan and the City's existing mortgage and has further reviewed the title commitment and determined that there are no other judgements or loans affecting the property.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a mortgage subordination agreement, in a form to be approved by Corporation Counsel subordinating the City's lien affecting Block 1257.F, Lot 21.99 a/k/a 42-44 Ferncliff Road, to the interests of the new first mortgage of Capital One., N.A.

IW/cw
1-18-11

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/26/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON			ABSENT	BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. Res. 11-039

Agenda No. 10.M

Approved: JAN 26 2011

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A COST REIMBURSEMENT AGREEMENT NO. 2010-DT-BLA-244 WITH THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION, DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT FOR THE SCHOOL CROSSING SAFETY IMPROVEMENTS-2008, JERSEY CITY PROJECT NO: 08-033 AND FEDERAL PROJECT NO: STP-C00S (135) CON PROVIDED FOR THROUGH THE U.S. DEPARTMENT OF TRANSPORTATION

**COUNCIL AS A WHOLE
FOLLOWING RESOLUTION:**

OFFERED AND MOVED ADOPTION THE

WHEREAS, the City of Jersey City (City), Division of Engineering, Traffic and Transportation submitted a Safe Routes to Schools application to the New Jersey Department of Transportation for Jersey City School Crossing Safety Improvements-2008, Project No: 08-033 and Federal Project No: STP-C00S (135) CON that was screened and found eligible for federal cost reimbursement in the amount of \$240,615.00; and

WHEREAS, the New Jersey Department of Transportation received federal authorization on December 6, 2010 allowing the City to move towards public bid and implementing the Jersey City School Crossing Safety Improvements-2008, Project No: 08-033 and Federal Project No: STP-C00S (135) CON; and

WHEREAS, under the terms and conditions of the federal aid agreement the City must execute Cost Reimbursement Agreement No. 2010-DT-BLA-244 in which all such work shall be completed by December 6, 2013 unless the Cost Reimbursement Agreement is terminated or extended by written authorization of the State; and

WHEREAS, the City prepared plans, specifications and designated a resident engineer to monitor and inspect all work performed by the contractor who is awarded the construction contract, in addition to controlling the approved budget, administering payment vouchers and submitting compliance/progress reports regarding such transactions to NJDOT for the allowable cost reimbursement not to exceed \$240,615.00; and

WHEREAS, the City agrees to accept responsibility for maintenance of the project after construction is completed.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Mayor and City Clerk are authorized to execute the Cost Reimbursement Agreement No. 2010-DT-BLA-244, which is attached hereto, for the Jersey City School Crossing Safety Improvements-2008, Project No: 08-033 and Federal Project No: STP-C00S (135) CON; and

BE IT FURTHER RESOLVED, that the Mayor or Business Administrator are hereby authorized to accept federal aid on behalf of the City of Jersey City from the New Jersey Department of Transportation for the Jersey City School Crossing Safety Improvements-2008, Project No: 08-033 and Federal Project No: STP-C00S (135) CON; and

City Clerk File No. Res. 11-039

Agenda No. 10.M

TITLE: **JAN 26 2011**

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A COST REIMBURSEMENT AGREEMENT NO. 2010-DT-BLA-244 WITH THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION, DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT FOR THE SCHOOL CROSSING SAFETY IMPROVEMENTS-2008, JERSEY CITY PROJECT NO: 08-033 AND FEDERAL PROJECT NO: STP-C00S (135) CON PROVIDED FOR THROUGH THE U.S. DEPARTMENT OF TRANSPORTATION

BE IT FURTHER RESOLVED, that the Mayor and the City Clerk are hereby authorized to sign the Cost Reimbursement Agreement No: 2010-DT-BLA-244 on behalf of the City of Jersey City and that their signatures constitute acceptance of the terms and conditions of the grant agreement.

Certified as a true copy of the Resolution adopted by Council,
On this 26th day of JANUARY, 2011



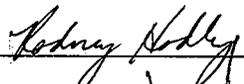
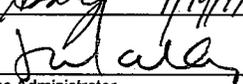
City Clerk

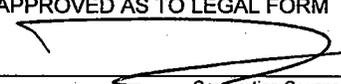
My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

City Clerk
Robert Byrne

Presiding Officer
Jerramiah T. Healy, Mayor of Jersey City

APPROVED:  1/19/11
APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required
Not Required

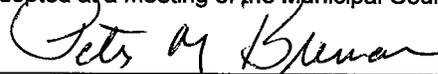
APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/26/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON			ABSENT	BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



Peter M. Brennan, President of Council



Robert Byrne, City Clerk

SCOPE OF WORK

Jersey City School Crossing Safety Improvements-2008
City of Jersey City, Hudson County
Federal Project No. STP-C00S (135); Jersey City Project No.08-033

This project involves improvements to street intersections adjacent to schools as part of the Safe Streets to School Program. The work involve improvements at the vicinity of four (4) Jersey City Public Schools; P.S.#5, P.S.#24, P.S. #25 and P.S. #38. Solar Flashing School Advance Signs will be installed on the approaches to the crosswalks where traffic signals do not currently exist. At the major crosswalks in the vicinity of the schools, imprinted Polymer Resin crosswalks will be installed. Construction involves but not limited to concrete curb and sidewalk, and handicapped curb ramps with detectable warning surfaces at proposed intersections. Also installation of traffic and crosswalk thermoplastic striping and replacement of obsolete or deteriorating catch basin castings with environment friendly curb pieces and bicycle safe grates.

Schools in Jersey City are all located on heavily travel county or municipal streets. Because the urban characteristics of the surrounding area, sight distances and visibility are at a minimum. The proposed project will improve the safety to the students and to the general public in this highly developed urban neighborhoods.

The work is anticipated to be completed within 180 calendar days of the Contractor's receipt of written Notice to Proceed .



RECEIVED

10 DEC 16 PM 10:09

State of New Jersey

DEPARTMENT OF TRANSPORTATION

CITY OF JERSEY CITY
ENGINEERING SIMPSON
Commissioner

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

Bureau of Local Aid-Newark
153 Halsey Street, 5th Floor
Newark, New Jersey 07102
Phone: (973) 877-1500
Fax: (973) 877-1556

December 14, 2010

Mr. Chuck F. Lee, PE
Assistant City Engineer
Division of Engineering
575 Rt. 440
Jersey City, NJ 07305

Ref.: Jersey City School Crossing Safety Improvements
City of Jersey City
Hudson County
Federal Project No. STP-C00S (135) CON

Dear Mr. Lee:

Enclosed please find five (5) copies of the Agreement No. 2010-DT-BLA-244 for the above referenced project, Please attach a copy of the one page Scope of Work. This Agreement must be executed by the City and the New Jersey Department of Transportation. Four (4) originally signed and sealed copies along with a resolution (4 originals) authorizing the signatories to sign and for the City to enter into this Agreement must be returned to this office for execution by the State. The resolution should specifically state the Agreement number, the authorized representative, name of project and contract ceiling amount.

The statement at the top of page 1 that says "This Cost Reimbursement Agreement is made as of _____" shall be left blank and will be filled in by the Department. Please note that the proper City officials must sign pages 13, 15 and 19.

A copy of the fully executed Agreement will be forwarded to your office. Once this Agreement has been executed the City will be able to submit invoices for reimbursement to the Department.

If you have any questions regarding the above, please contact me at 973-877-1551.

Sincerely,

Nabil Ayoub
Principal Engineer
Local Aid-Newark

RECEIVED



10 DEC -9 AM 11:21
State of New Jersey

DEPARTMENT OF TRANSPORTATION

CITY OF JERSEY CITY
CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor
ENGINEERING
DIRECTOR'S OFFICE

JAMES S. SIMPSON
Commissioner
Bureau of Local Aid-Newark
153 Halsey Street, 5th Floor
Newark, New Jersey 7102
Phone: (973) 877-1500
Fax: (973) 877-1556

December 7, 2010

Mr. Chuck F. Lee, PE
City Engineer
Division of Engineering
575 Route 440
Jersey City, NJ 07305

Ref.: Jersey City School Crossing Safety Improvements
City of Jersey City
Hudson County
Federal Project No. STP-C00S (135) CON
Agreement No. LU20C00S135

Dear Mr. Lee:

The New Jersey Department of Transportation received authorization in the amount of \$240,615.00 on December 6, 2010 for the above referenced project; therefore, you are authorized to proceed to advertising for this project. Please follow Federal Bidding requirements, which specify that advertisements must be placed once a week for three (3) consecutive weeks in a minimum of two (2) legal newspapers one of which is a regional newspaper. Proof of this must be provided to this office.

The City must advertise the project within 60 calendar days of the authorization date.

The latest Federal Wage rates can be found on the following web site
<http://www.gpo.gov/davisbacon/NJ.html>.

If you have any questions, please contact me at 973-877-1551.

Sincerely,

A handwritten signature in black ink, appearing to read "Nabil Ayoub".

Nabil Ayoub
Principal Engineer
Local Aid-Newark

Agreement No.: 2010-DT-BLA-244

Contract ID: 11 70455

CFDA Name and No.: Catalog of Federal Domestic Assistance 20.205

DUNS Number (Sponsor): 831438275

Contact Name and Phone Number: Nabil Ayoub - 973-877-1551

FEDERAL AID AGREEMENT

Project: Jersey City School Crossing Safety Improvements.
Municipality: City of Jersey City, County: Hudson County
Federal Project No.: STP-C00S (135)

This Cost Reimbursement Agreement is made as of the _____ day of _____, by and between the City of Jersey City, having its offices at 575 Rt. 440, Jersey City, NJ 07305 ("Recipient") and the State of New Jersey, Department of Transportation, Division of Local Aid and Economic Development, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State");

WITNESSETH:

WHEREAS, Recipient proposes to be the sponsor of a Project eligible for funding pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Project may be included in the Metropolitan Planning Organization's Transportation Improvement Program and the State Transportation Improvement Program; and

WHEREAS, the State may award Recipient funds to finance the Project ("Project Fund"); and

WHEREAS, Recipient and the State desire to specify the conditions applicable to the financing of the costs of the Project out of the Project Fund and the obligations of Recipient and the State with respect to the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to all federal, state, and local laws and ordinances, Recipient and the State hereby agree as follows:

1. Description of Project – Scope of Work

A detailed Project description is included in the Project Scope of Work and Cost Estimate attached to this Agreement.

2. Agreement Contract Term

2.1. This Agreement shall be effective upon proper execution by the State and the Recipient and shall continue in effect until the project is completed and all vouchers have been paid subject to Section 7 below. Allowable costs incurred for the performance of work in the attached Scope of Work in this Cost Reimbursement Agreement shall be eligible for reimbursement from the effective date of **December 6, 2010**. All such work shall be completed by **December 6, 2013**, unless either terminated or extended by written authorization of the State.

2.2. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party in which case compensation shall be made for the costs of the work actually performed, subject to FHWA and or FTA concurrence. Costs incurred by the Recipient as a result of a termination by the State may be included in the Recipient's claim for compensation. Costs incurred by the State as a result of a termination by the Recipient may be set off against the Recipient's claim for compensation under the terms of this Agreement or any other Agreement between the State and Recipient until the costs have been fully repaid.

2.3 The Project shall not be sold, assigned or ownership transferred without the consent of the State and FHWA. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, compensation according to termination of this Agreement by the Recipient shall be in effect.

3. Plans and Specifications

3.1 Recipient shall prepare, or have prepared, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for the State's review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the New Jersey Department of Transportation Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the New Jersey Department of Transportation Roadway Design Manual. All workmanship and materials shall conform to the current New Jersey Department of Transportation Standard Specification for Road and Bridge Construction as amended for Federal Aid. The Recipient shall notify the State in writing of any deviation from the standards. If there is a deviation from the standards, the Recipient shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in the Agreement. If the design cannot conform to the minimum standards as set forth, a design exception will be required. The State shall notify Recipient when the project is acceptable for bidding.

3.2 Project limits cannot be exceeded, plans and specifications altered, construction change orders issued, or items added or deleted from Project without prior written approval of the State.

3.3 The Recipient shall designate a resident engineer who shall be empowered to represent the Recipient in connection with the administration of the Project, and shall be responsible for the monitoring and inspection of all work performed by its contractors.

4. Project Work

4.1 Recipient shall use its best efforts to complete or cause the completion of work on the Project ("Project Work") in accordance with the plans and specifications approved by the State.

4.2 Recipient covenants that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies. Recipient shall obtain all permits and licenses necessary to Project Work.

4.3 The Recipient shall not proceed with any Project work for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all project costs incurred by the Recipient prior to FHWA authorization of any Project phase shall be non-participating by the State and FHWA.

4.4 Recipient shall solicit bids for the work in accordance with all federal and state laws, rules and regulations applicable to public bidding. Upon receipt of bids from responsible contractors, Recipient shall select the contractor submitting the lowest responsive bid and shall furnish the name of such contractor to the State for concurrence. Recipient agrees not to contract with any contractor to whom the State or the Federal Highway Administration ("FHWA") has made a reasonable and timely objection. Professional services should be competitively selected based upon qualifications.

4.5 Recipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual Project costs and for no other purpose. Recipient agrees that it shall provide to the State and the FHWA such documentation as will enable the State and the FHWA to determine that the proceeds of the Project Fund have been applied solely to the costs of the Project.

4.6 Upon written request of the State, the Recipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the State upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds.

4.7 When Recipient considers the Project to be finally complete, Recipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Recipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project. The New Jersey Department of Transportation, Division of Local Aid and Economic Development will monitor maintenance of completed Project by the Recipient. Failure to maintain Project will result in the withholding of funds payable to the Recipient on other State funded programs.

5. Insurance

5.1 Recipient shall maintain or cause to be maintained:

(a) General Comprehensive Liability Insurance in the minimum amount of \$1,000,000 combined single limit plus \$1,000,000 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic unamended commercial general liability policy and shall be endorsed to include broad form contractual liability coverage, independent contractor's coverage and completed operations coverage.

(b) Automobile Liability Insurance in the minimum amount of \$1,000,000.

(c) Workers Compensation Insurance in the amount required by law.

5.2 A copy of each insurance policy shall be made available to the State upon request.

5.3 The RECIPIENT shall cause to be maintained Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect against liabilities arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of \$1,000,000.00.

5.4 Recipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Recipient pursuant to this Agreement and shall not be construed to relieve Recipient of liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

6. Disbursement of Project Fund

6.1 (a) The State shall disburse monies from the Project Fund to Recipient in order to reimburse costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate attached to this Agreement and outlined below will be eligible for reimbursement. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Recipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Recipient any monies in excess of the Project Fund. The Recipient shall reimburse the Consultant/Contractor for allowable expenses after the receipt of properly prepared payment vouchers.

6.1 (b) The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed \$ **240,615.00** , with an approved budget as follows:

<u>Federal Project #</u>	<u>Project Sponsor</u>	<u>Contract</u>	<u>Sponsor In-House</u>	<u>Total</u>	<u>Date Authorized</u>	<u>Date for Completion</u>
<u>STP-C00S(135)</u>	<u>Jersey City</u>	<u>\$240,615.00</u>	<u>\$0.00</u>	<u>\$240,615.00</u>	<u>12/6/2010</u>	<u>12/6/2013</u>

6.2 (a) Recipient shall prepare and submit payment vouchers for payment for approval by the State. Payment vouchers may be submitted as frequently as every month at most but are required at least quarterly. The payment vouchers for payment shall state, with proper documentation, the amounts due Recipient for actual allowable costs incurred in connection with the Project. The Recipient shall maintain a complete set of time sheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as material records, certifications, and as-built quantities.

(b) Progress Reports will accompany all vouchers for payment and shall include:

- A narrative description of work performed during the calendar month and any difficulties or delays encountered;
- A comparison of actual accomplishments to the goals established for the period;
- A comparison, by tasks, of costs incurred with amounts budgeted, and;
- A comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.
- Copies of federal contract compliance documents as completed for the voucher payment period by the resident engineer that is designated by the Recipient, a complete set of which shall be furnished by State staff at kickoff and or preconstruction meetings.

(c) The State shall review and verify such payment vouchers for payment and remunerate the Recipient for direct and indirect costs incurred up to a maximum Project approved budget of \$ **240,615.00** stated in this Agreement for satisfactorily completing the Project.

(d) "Actual allowable costs" and "direct and indirect costs" will be determined by the STATE based on the federal regulations applicable to the RECIPIENT:

- Cost principles for State & Local Governments – OMB Circular A-87
- Cost Principles for Nonprofit Organizations - OMB Circular A-122
- Commercial Entities - FAR Subpart 31.2

(e) The administrative requirements include:

- Grants and Cooperative Agreements with State & Local Governments - OMB Circular A-102
- Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations - OMB Circular A-110

6.3 (a) The State shall make partial payments to the Recipient toward the Fixed Price of each Project work assignment upon the receipt of properly drawn monthly or quarterly payment vouchers for a percentage of work completed on the Project during the period as shown on the accompanying progress report. Where there is a

disagreement between the State and the Recipient concerning the percentage of work completed during any given period that dispute shall be resolved in accordance with Paragraph 20.3 of this Agreement.

(b) The Sponsor may submit vouchers for reimbursement totaling up to 90% of the lesser of either the authorized amount or the amount eligible for State funding participation. The Sponsor shall submit a final payment voucher, along with any necessary close out documents, for reimbursement of the remaining 10%, following receipt of written final acceptance of the project by the Department of Transportation.

6.4 (a) All work performed by contractors and subcontractors on the Project shall be treated as being performed by the Recipient. The Recipient shall remain responsible for satisfactory performance of all work.

(b) The Recipient will be paid a Fixed Price for the work of each contractor and consultant. The Fixed Price shall be considered full compensation for all costs incurred by the Recipient relative to the work performed by each contractor and consultant. Payment of the Fixed Price shall be made on monthly or quarterly payment vouchers submitted by the Recipient based upon the percentage of the contracted work completed as shown in the Recipient's monthly progress reports.

(c) Recipient shall require its contractors and consultants to comply with the applicable cost principles set forth in Section 6.2 above and the requirements of Section 8 below by placing equivalent provisions in their contracts.

7.

Audit Requirements

7.1 The Recipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of OMB Circular Letter A-133, Audits of States, Local Governments, and Non-Profit Organizations, and State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. If the Recipient is to contract with a commercial organization they must follow 48 CFR Part 31, Subpart 31.2, "Contracts with Commercial Organizations." The Recipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.

7.2 The State, and the FHWA, or their agents, shall be entitled to perform an audit at the following times:

(a) At any time during the performance of work set forth in this Agreement.

(b) During a period of up to three (3) years after either the date of payment of the applicable Final Invoice or a date mutually agreed to by the parties.

7.3 This agreement may be funded in whole or in part with funding provided under the American Recovery and Reinvestment Act of 2009 (ARRA). The Recipient is responsible for complying with the applicable provisions of the ARRA which are incorporated herein by reference.

Section 902 of ARRA requires that the U.S. Comptroller General has the authority to:

1. Examine records of the Recipient or its subconsultant, or State or local government agency administering such contract that directly pertain to, and involve transactions relating to, the Contract or subcontract.
2. Interview officers or employees of the Recipient or its subconsultant, or of State or local government agency administering the Contract, regarding such transactions.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the U.S. Comptroller General.

Section 1515(a) of the ARRA requires that the Inspector General has the authority to:

1. Examine records of the Recipient or its subconsultants
2. Interview the Recipient's or its subconsultants's employees or officers working on this Contract.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the Inspector General

7.4 The Recipient acknowledges that changes in payment due the Recipient resulting from audits performed by the State shall be made as follows:

- In the event of overpayment by the State, the Recipient shall refund the amount of such overpayment within thirty days of the request by the State. In the event the Recipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Recipient under the terms of this Agreement or any other agreement between the State and the Recipient. Furthermore, the Recipient expressly understands and agrees that the provisions of this section shall in no way be construed to relieve the Recipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.
 - In the event of underpayment by the State, the State shall pay sufficient funds to the Recipient to correct the underpayment as soon is practicable.
- (a) The Recipient shall include in the Final Invoice the following release clause:
 - (b) "In consideration of the requested payment of this Final Invoice, the (Recipient) hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement"
 - (c) Payment to the Recipient for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Recipient to underpayments based upon adjustments disclosed by said audits.

8. Inspections

Recipient shall permit the State and FHWA, or any authorized representative of either of them, free access to the Project with the right to examine, visit and inspect, at any reasonable time, all work completed or in progress, labor performed and materials furnished in connection with the Project as well as Recipient's accounts, books and records, including its receipts, disbursements, contracts and any other matters relating thereto. Recipient shall supply such reports and information as the State or FHWA shall reasonably request. All accounts, books, records and other documents related to the Project shall be retained by Recipient for a period of three years after final payment is received from the State.

9. Indemnification

Recipient shall indemnify, defend, protect and hold harmless the State of New Jersey and its agents, servants and employees from and against any and all liability, fines, suits, claims, demands and actions, costs and reasonable expenses of any kind or nature or by anyone whomsoever, including, but not limited to, claims for personal injury,

wrongful death, property damage and contractual liability due to or arising in any way out of the performance of any services, actions or operations in connection with the Project or any breach of this Agreement unless caused solely by the gross negligence or default of the State or its agents, servants or employees; provided, however, that the State shall give Recipient prompt notice thereof. If Recipient shall be required to defend in any action or proceeding pursuant to this Section 6 to which action or proceeding the State is made a party, the State shall be entitled to participate in the matter, at its election and sole cost; provided, however, that any such action by the State does not limit or make void any liability of Recipient in respect to the claim or matter in question.

10. Abandonment of Project

It is understood and agreed by and between the parties hereto that Recipient shall complete the Project to provide a safe and usable unit and shall not be entitled to abandon the Project. If the Recipient abandons the project during any phase (planning, design, construction, etc.) all funds expended by the State and the FHWA, will be reimbursed by the Recipient to said parties.

11. No Personal Liability

Notwithstanding anything to the contrary contained herein, the parties hereto specifically understand and agree that there shall be no personal liability imposed on the officers, employees or agents of Recipient or the State with respect to any of the covenants or conditions of this Agreement.

12. Equal Opportunity

12.1 Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the United States Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part, directly or indirectly, with proceeds from the Project Fund the following equal opportunity clause:

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

- (a) 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 or sex. 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 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 Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause;
- (b) 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 or sex;
- (c) The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity 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.
- (d) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- (e) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with applicable City employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- (f) The contractor or subcontractor agrees to inform in writing all recruitment agencies, including 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 or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- (g) 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.
- (h) 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 of sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal court decisions.

Provisions (d), (e), (f), (g), or (h) do not apply to subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

12.2 Recipient agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

12.3 Recipient also agrees:

- (a) To assist and cooperate actively with the FHWA and the United States Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the United States Secretary of Labor.
- (b) To furnish the FHWA and the United States Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the FHWA in the discharge of its primary responsibility for securing compliance.
- (c) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (d) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FHWA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

12.4 In addition, Recipient agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this Agreement in whole or in part;
- (b) Refrain from extending any further assistance to Recipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from Recipient; and
- (c) Initiate appropriate legal proceedings.

13. Nondiscrimination

Recipient hereby agrees that it will comply with Title VI of the 1964 Civil Rights Act (the "Act") and related statutes and implementing regulations to the end that no person shall on the grounds of race, color, national origin, handicap, age, sex, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Project covered by this Agreement and, further Recipient agrees that:

- (a) It will insert the nondiscrimination notice required by the Standard Department of Transportation Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for work or material, and, in adapted form, in all proposals for negotiated agreements.
- (b) It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate, in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by Recipient with other parties.
- (c) It will comply with, and cooperate with, FHWA in ensuring compliance with the terms of the standard Title VI Assurance, the act and related statutes, and implementing regulations.

14. Disadvantaged Business Enterprises

Recipient hereby agrees to the following statements and agrees that these statements shall be included in all subsequent agreements between Recipient and any contractor:

- (a) "Policy. It is the policy of the United States Department of Transportation that emerging small business enterprises (ESBE's), as they are defined in 49 CFR Part 26 shall have the maximum opportunity to

participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. NJDOT's ESBE program runs concurrently with the Disadvantaged Business Enterprise (DBE) program for small and disadvantaged businesses on federally-funded projects. Consequently, all applicable requirements of 49 CFR Part 26 shall apply to this agreement.

(b) **Obligation.** The contractor agrees to ensure that ESBE's, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with the applicable section of 49 CFR Part 26 to ensure that ESBE's have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, handicap, religion, age, or sex, as provided in Federal and state law, in the award and performance of DOT-assisted contracts."

15. No Oral Modifications

(1) This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(2) The Recipient shall request approval by the State of any task or line item budget revision deemed necessary to carry out the project in this Agreement. This request shall be submitted in writing by the Recipient to the State. If approved by the State and the applicable Federal funding agency, the State shall provide written authorization to Recipient to proceed with the revision.

16. Notices and Demands

16.1 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement must be in writing.

16.2 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be deemed to have been properly given or served by depositing the same in the United States mail, postpaid and registered or certified, return receipt requested, or by Federal Express or similar service providing receipt against delivery, as follows:

If to the State:

Michael Russo
Director
Division of Local Aid and Economic Development
State of New Jersey Department of Transportation
1035 Parkway Avenue
Trenton, New Jersey 08625

Or the designated District Office, Bureau of Local Aid, serving the area of the Recipient:

District 2 - Eileen Schack
153 Halsey Street - 5th floor
Newark, NJ 07102
Phone: (973) 877-1500
Fax: (973) 877-1556
Bergen, Essex, Hudson,
and Union

Excepting Legal Notices
Telephone:

Fax:

If to Recipient:

Chuck F. Lee, PE
(Engineer)
City of Jersey City
575 Rt. 440
Jersey City, NJ 07305

17. Partial Invalidity

To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

18. Further Assurances

The parties agree to cooperate with each other and to execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

19. Subject to FHWA Regulations

(1) Notwithstanding anything contained herein to the contrary, so long as the Project is being financed out of proceeds from the Project Fund, this Agreement and the obligations of the parties hereunder are subject to the rules and regulations promulgated by the FHWA.

(2) Section 319 of the FY 1990 Department of the Interior and Related Agencies Appropriations Act, Public Law 101-121, contains a prohibition on the use of appropriated funds for "influencing or attempting to influence" Federal officials in connection with grants, contracts or cooperative agreements. The new law became effective December 23, 1989 and contains two specific requirements that prospective FTD or FHWA contractors must be aware of and comply with prior to execution of this Agreement in order to remain eligible for Federal funds.

20. Entire Agreement; Counterparts; Disputes

20.1 This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements, oral or written, between the parties respecting the subject matter hereof.

20.2. This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.

20.3 In the event a dispute arises concerning the meaning of any term used in this Agreement, or the work and services required to be performed under this Agreement, or as to compensation under this Agreement, the dispute shall be decided by the Commissioner of Transportation or his duly authorized representative.

21. APPENDIX A - Regulations of the Department of Transportation relative to nondiscrimination in federally assisted Projects of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21) attached hereto are made a part of this Agreement.

22. APPENDIX B - Certification of Restrictions on Lobbying is attached hereto and made part of this Agreement in accordance with 31 U.S.C. Sec. 1352 and 40 CFR Part 20. Each Recipient, Consultant and Contractor awarded a contract exceeding \$100,000 shall submit to the State a Disclosure of Lobbying Activity Form-LLL at the end of each calendar quarter in which a reportable event occurs. All completed forms shall be sent to:

New Jersey Department of Transportation
Manager Professional Services
Procurement Division
1035 Parkway Avenue
Trenton, New Jersey 08625

23. APPENDIX C - Certification of Recipient is attached hereto and made a part of this Agreement.
24. APPENDIX D - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.
25. APPENDIX E - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.
26. APPENDIX F - Certification of Recipient Eligibility is attached hereto and made a part of this Agreement.
27. APPENDIX G - Americans with Disabilities Act is attached hereto and made part of this agreement.
28. APPENDIX H - State of New Jersey Equal Employment Opportunity for Contracts Funded by FHWA is attached hereto and made part of this agreement.
29. APPENDIX I - Project Scope of Work
30. APPENDIX J - Project Cost Estimate
31. Resolution

The Recipient shall supply the necessary resolution authorizing the Recipient to enter into this Agreement and this Agreement shall not become binding on either party until it is executed by the Commissioner of Transportation or the Commissioner's designee.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to duly execute this Agreement on and as of the day and year first above written.

Project: Jersey City School Crossing Safety Improvements
Municipality: City of Jersey City, County: Hudson County
Federal Project No.: STP-C00S (135)

Agreement No.: 2010-DT-BLA-244

ATTEST/SEAL:

RECIPIENT City of Jersey City

Robert Byrne
Clerk

Date

By: _____
Jerramiah Healy
Mayor

Date

ATTEST/SEAL:

NEW JERSEY DEPARTMENT OF TRANSPORTATION

Secretary

Date

By: _____
Director,
Division of Local Aid & Economic
Development

Date

THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM

ATTORNEY GENERAL OF NEW JERSEY

Paula T. Dow

By: _____
Deputy Attorney General

Date

APPENDIX A

NONDISCRIMINATION

During the performance of this Agreement, the RECIPIENT, for itself, its assignees and successors in interest hereinafter referred to as the RECIPIENT, agrees as follows:

1. Compliance with Regulations: The RECIPIENT will comply with Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23CFR Part 710.405(b), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.
2. Nondiscrimination: The RECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The RECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurement of Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the RECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the RECIPIENT of the RECIPIENT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.
4. Information and Reports: The RECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the RECIPIENT shall so certify to the STATE or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the RECIPIENT'S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.
 - (a) Withholding of payments to the RECIPIENT under the contract until the RECIPIENT complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.
7. The RECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR, Part 23 and FTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.
8. If at any time following the execution of this Agreement, the RECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the RECIPIENT shall:
 - (a) Notify the Project initiator, in writing, of the type and approximate value of the work which the RECIPIENT intends to accomplish by such subcontract, purchase order or lease.
 - (b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.
9. Incorporation of Provisions: The RECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.

APPENDIX B

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Jerramiah Healy, Mayor City of Jersey City, hereby certify on behalf of RECIPIENT, that:
(Name and Title of Grantee Official)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subRECIPIENT'S shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 2_____.

By: _____

Jerramiah Healy, Mayor
(Signature and Title of Authorized Official)

APPENDIX C

CERTIFICATION OF RECIPIENT

In executing the Agreement the RECIPIENT'S signatory certifies on behalf of the RECIPIENT that neither he, nor any other officer, agent or employee of the RECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bonafide employee working solely for him or the RECIPIENT) to solicit or secure this Agreement.
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bonafide employee working solely for him or the RECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as expressly Stated in a disclosure letter to the STATE which shall accompany the Agreement after execution by the RECIPIENT on submission to the Commissioner or his designee for execution.

The RECIPIENT acknowledges that this certificate furnished to the STATE and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.

APPENDIX D

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the RECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as expressly Stated in a disclosure letter to the Federal Highway Administration and/or Federal Transportation Administration, U.S. Department of Transportation.

The STATE acknowledges that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with agreements involving participation of Federal-aid highway funds, and the Federal Transportation Administration, in connection with agreements involving participation of FTA Metropolitan Planning (PL) funds, and is subject to applicable State and Federal laws, both criminal and civil.

APPENDIX E

NJDOT CODE OF ETHICS FOR VENDORS

1. No vendor* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the RECIPIENT in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

NOTE: This section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.
7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

Adopted on the 16th day of December, 1987

APPENDIX F

CERTIFICATION OF RECIPIENT ELIGIBILITY

I Jerramiah Healy, Mayor City of Jersey City hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, Project director, manager, auditor, or any position involving the administration of federal or State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest:

RECIPIENT

Robert Byrne
Clerk

Jerramiah Healy
Mayor

Date: _____

APPENDIX G

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities.

The RECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the RECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the RECIPIENT, its agents, servants, employees, or sub consultants violate or are alleged to have violated the Act during the performance of this contract, the RECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The RECIPIENT shall indemnify, protect, and save harmless the STATE, 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 RECIPIENT 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 STATE'S grievance procedure, the RECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the RECIPIENT shall satisfy and discharge the same at its own expense.

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

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

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

APPENDIX H

STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY FOR CONTRACTS FUNDED BY FHWA

The parties to this Agreement do hereby agree that the provisions of NJSA 10:2-1 through 10:2-4 and NJSA 10:5-31 et seq (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this Agreement and are binding upon them.

During the performance of this Agreement, the RECIPIENT agrees as follows:

- a. The RECIPIENT, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The RECIPIENT 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 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 RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department of Transportation's Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- c. The RECIPIENT, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department of Transportation's Compliance Officer, advising the labor union or worker's 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 notices referred to in paragraphs a and c may be obtained at the preconstruction conference.

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

City Clerk File No. Res. 11-040

Agenda No. 10.N

Approved: JAN 26 2011



TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH WEST GROUP FOR THE PURCHASE OF PRINTED LEGAL MATERIALS AND TO PROVIDE COMPUTER LAW LIBRARY SERVICES FOR THE JERSEY CITY LAW DEPARTMENT

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, West Group, 610 Opperman Drive, P.O. Box 64833, St. Paul, MN, 55164-1803 (West Group), provides printed legal material and computerized legal research services necessary for the operation of a Law Department; and

WHEREAS, the purchase of materials and services for a law library are exempt from public bidding pursuant to N.J.S.A. 40A:11-5(1)(q); and

WHEREAS, the City of Jersey City ("City") desires to use West Group to provide legal research services for the Jersey City Law Department; and

WHEREAS, West Group offers a service called the Westpack for a monthly charge of \$14,000.00; and

WHEREAS, the Law Department is presently incurring monthly charges of \$16,630; and

WHEREAS, West Group agrees to provide this service for a one year period effective as of January 1, 2011 and ending on December 31, 2011 for a total contract amount not to exceed \$160,418; and

WHEREAS, Seventy-Five Thousand (\$75,000) Dollars is presently available in the temporary budget Account No.: 11-01-201-20-155-314;

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

1. Subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute an agreement with West Group to provide printed legal materials as well as computerized legal research services necessary for the Jersey City Law Department;
2. The term of the contract shall be effective as of July 1, 2010 and, it shall terminate on June 30, 2011;
3. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5(1)(q);
4. The award of this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;

TITLE: **JAN 26 2011**

RESOLUTION AUTHORIZING AN AGREEMENT WITH WEST GROUP FOR THE PURCHASE OF PRINTED LEGAL MATERIALS AND TO PROVIDE COMPUTER LAW LIBRARY SERVICES FOR THE JERSEY CITY LAW DEPARTMENT

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.

I hereby certify that sufficient funds are available in Account No. 11-01-201-20-155-314.

PO 102259

Donna Mauer

Donna Mauer, Chief Financial Officer

ms:

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

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required
Not Required

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/26/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY	✓			FULOP	✓			FLOOD			ABSENT
LOPEZ	✓			RICHARDSON			ABSENT	BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan

Peter M. Brennan, President of Council

Robert Byrne

Robert Byrne, City Clerk

10



CITY OF JERSEY CITY

Office of the Corporation Counsel

280 Grove Street
Jersey City, New Jersey 07302
Telephone: (201) 547-4667
Fax: (201) 547-5230

Jerramiah Healy, Mayor

Bill Matsikoudis, Corporation Counsel

January 19, 2011

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

Re: Agreement with West Group

Dear President and Members of the Council:

As some of you may be aware the staff of the Law Department has been using computer legal research for the last ten years or so. Although the cost of "on-line" research is substantial, it does provide an efficient and--more important--thorough method of legal research.

Because of this year's budgetary constraints, the Business Administrator asked me to attempt to reduce the cost of the proposed contract with West Group, the firm that provides the computer research service as well as most of the printed legal texts in the Law Department library. In response to the Business Administrator's request, I have carefully reviewed both the legal texts and the computer data bases which were covered by last year's contract. I am pleased to advise the Council that by eliminating certain non-essential ancillary computer services and some print-matter which is also available on-line, we have been able to reduce the cost of the West Group contract over last year. Last year's contract for both Westlaw (the computer component) and print matter was \$197,764. This year's contract will be \$160,417, which represents a 19% reduction.

The resolution before the council does not commit the City to the entire \$160,417 contract because only \$75,000 is available in the temporary budget. The proposed contract with West includes a contingency clause which allows cancellation of the contract if the full cost of the contract is not appropriated in the permanent budget.

Very truly yours,

WILLIAM MATSIKLOUDIS
CORPORATION COUNSEL

WM/igp

c: Jack Kelly, Business Administrator
Robert Byrne, City Clerk

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

City Clerk File No. _____ Res. 11-041

Agenda No. _____ 10 .0

Approved: _____ JAN 26 2011

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO KYLE CONTI CONSTRUCTION, LLC FOR THE MUNICIPAL SERVICES CENTER - PHASE I - SITE PREPARATION - PROJECT NO. 2009-029A FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Director of Purchasing acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for **MUNICIPAL SERVICES CENTER - PHASE I - SITE PREPARATION, PROJECT NO. 2009-029A**, pursuant to specifications and bids thereon; and

WHEREAS, pursuant to public advertisement, the City of Jersey City has received two (2) bids, the lowest having been from **Kyle Conti Construction, LLC, 749 Clawson Avenue, Hillsborough, New Jersey 08844** in the Total Bid Amount of **TWO MILLION TWO HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS (\$2,275,000.00)** with a 10% Contingency amounting **TWO HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$227,500.00)**; and

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

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

Department of Public Works, Division of Architecture

<u>ACCOUNT NO.</u>	<u>PURCHASE ORDER NO.</u>	<u>AMOUNT</u>
04-226-55-000-029	102114	\$2,275,000.00
04-226-55-000-029	102115 (Contingency)	\$ 227,500.00
	Total Encumbrancy.....	\$2,502,500.00

NOW, THEREFORE, BE IT RESOLVED BY THE Municipal Council of the City of Jersey City that the said bid of the aforementioned **Kyle Conti Construction, LLC**. be accepted and that a contract be awarded to said company in the above amount and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to attest that the contract 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 be it further

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

JAN 26 2011

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO KYLE CONTI CONSTRUCTION, LLC, FOR THE MUNICIPAL SERVICES CENTER - PHASE I - SITE PREPARATION - PROJECT NO. 2009-029A FOR THE DEPARTMENT OF PUBLIC WORKS, 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), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

Department of Public Works, Division of Architecture

<u>ACCOUNT NO.</u>	<u>PURCHASE ORDER NO.</u>	<u>AMOUNT</u>
04-226-55-000-029	<u>102114</u>	\$2,275,000.00
04-226-55-000-029	<u>102115</u> (Contingency)	\$ 227,500.00
	Total Encumbrancy.....	\$2,502,500.00

APPROVED: _____
PETER FOLGADO, DIRECTOR
DIVISION OF PURCHASING

ab
December 28, 2010

APPROVED: Anthony Holly 12/28/10 APPROVED AS TO LEGAL FORM
APPROVED: _____
Business Administrator Corporation Counsel

Certification Required
Not Required

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/26/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY	✓			FULOP	✓			FLOOD		ABSENT	
LOPEZ	✓			RICHARDSON		ABSENT		BRENNAN, PRES	✓		

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

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

Peter M. Brennan
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET
OF BID RECEPTION

FULL TITLE OF RESOLUTION:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO KYLE CONTI CONSTRUCTION, LLC., FOR THE MUNICIPAL SERVICES CENTER - PHASE I - SITE PREPARATION, PROJECT NO. 2009-029A FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

PERSON AND DEPARTMENT REQUESTING BID RECEPTION

Brian F. Weller, L.L.A., Acting Director

PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:

Peter Folgado, Director, Division of Purchasing

NUMBER OF PROPOSALS PICKED-UP: Ten (10)

DATE BIDS WERE PUBLICLY RECEIVED: December 9, 2010

NUMBER OF BIDS RECEIVED: Two (2)

DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:

Municipal Services Center - Phase I - Site Preparation

IN THE SPACE BELOW, PROVIDE DETAILED INFORMATION FOR:

- (A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS AND THEIR
- (B) BID RESULTS (DESCRIPTION OF BID ITEMS - INCLUDING QUANTITY OF ITEMS BID UPON, UNIT PRICES, EXTENDED PRICES, AND ANY OTHER PERTINENT INFORMATION RELEVANT TO THE BID RECEPTION):

	Total Bid Price
1. Kyle Conti Construction, LLC 749 Clawson Avenue Hillsborough, NJ 08844	\$2,275,000.00
2. Yannuzzi and Sons, Inc. 15 Route 206 South, Unit 14 Hillsborough, NJ 08844	\$4,150,250.00

COMMENTS (IF NECESSARY):

BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:

1.

I CERTIFY THAT ALL THE FACTS
HAVE BEEN PRESENTED

Date 12/28/10

PETER FOLGADO, DIRECTOR
DIVISION OF PURCHASING



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: KYLE CONTI CONSTRUCTION, L.L.C.

Trade Name:

Address: 749 CLAWSON AVENUE
HILLSBOROUGH, NJ 08844

Certificate Number: 0758527

Effective Date: September 06, 2000

Date of Issuance: December 29, 2010

For Office Use Only:

20101229132026034

EXHIBIT B**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**
N.J.S.A 10:5-31 et seq., N.J.A.C. 17:27**CONSTRUCTION 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, where applicable, will send to each labor union or representative of 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2.

EXHIBIT B (Cont)

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A). If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B). If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1). To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2). To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3). Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4). To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5). If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

EXHIBIT B (Cont)

(6). To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii). The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in paragraph (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iii). If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7). To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(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,

Received
12/19/10
12/21/10
PT

EXHIBIT B (Cont)

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 Division an initial project workforce report (Form AA 201) provided to the public agency by the Division 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 Division and to the public agency compliance officer.

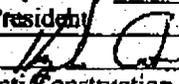
The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women .

(D). The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

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

EXHIBIT B
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Construction 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):
Kyle Conti - President
Representative's Signature: 
Name of Company: Kyle Conti Construction, LLC
Tel. No. 908-369-5100 Date: 12/19/10

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: Kyle Conti - President
Representative's Signature: [Signature]
Name of Company: Kyle Conti Construction, LLC
Tel No.: 908-369-5100 Date: 12/9/10

**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 : Kyle Conti Construction, LLC
Address : 749 Clawson Ave
Hillsborough, NJ 08844
Telephone No. : 908-369-5100
Contact Name : Maureen Elzman

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.

Form MWB-3 Contractor's compliance plan to be submitted with bid document
 CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR
 PROPOSAL (or within 24 hours thereafter)

City of Jersey City
 Department of Administration / Division of Equal Opportunity
 Division of Equal Opportunity

Project: Jersey City Municipal Services Center *Package 1 Site Preparation*

Contractor: Kyle Conti Construction, LLC Bid Amt. \$ 2,275,000.00

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

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Woman	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				
Civil/Site/Demo/Disposal	\$450,000.00		✓	

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 5% unless specifically agreed to by the Division of Equal Opportunity

CONTINUED ON NEXT PAGE

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

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX			Min.	Wom.	Neither
Civil / Site / Demol	C. Conti Services	\$450,000.00		✓	
Disposal	749 Clawson Ave. Suite 1 Hillsborough, NJ 08844				

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

We have placed advertisements in construction information systems soliciting such minorities as well as having relationships with such suppliers/subcontractors. If awarded we will continue to seek minority/WBE companies.

Name of Contractor: Kyle Conti Construction, LLC

by: Signature [Signature]

Type or print name/title: Kyle Conti - President

Tel: No. 908-369-5100 Date: 12/9/10

For City use:

Acceptable M/W business participation levels for this project: _____

by _____ Date: _____

Certification 36744

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-APR-2005 to 15-APR-2012

KYLE CONTI CONSTRUCTION LLC
749 CLAWSON AVENUE
HILLSBOROUGH NJ 08844



A handwritten signature in cursive script, appearing to read "John P. Lawrence".

State Treasurer

CITY OF JERSEY CITY - DIVISION OF ARCHITECTURE
 575 ROUTE 440, SECOND FLOOR
 JERSEY CITY, NEW JERSEY 07305
 Ph. (201) 547-5900 Fax (201) 547-5806

Bid Tabulation Worksheet

Job : **Municipal Services Complex**
 Job No.: **09-029A**

Date: **9-Dec-10**

Kyle Conti Construction, LLC, 749 Clawson Avenue, Hillsborough, NJ 08844

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>COST</u>	<u>EXTENDED</u>
	Total Base Bid Price		LS	\$2,195,000.00	\$2,195,000.00
UNIT PRICE Item No. 1		500	CY	\$100.00	\$50,000.00
UNIT PRICE Item No. 2		25	CY	\$300	\$7,500.00
UNIT PRICE Item No. 3		50	CY	\$450.00	\$22,500.00
GRAND TOTAL BID PRICE (base bid plus total cost for item Nos. 1, 2 and 3)					\$2,275,000.00

Yannuzzi and Sons, Inc., 152 Route 206 South, Unit 14, Hillsborough, NJ 08844

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>COST</u>	<u>EXTENDED</u>
	Total Base Bid Price		LS	\$4,072,750.00	\$4,072,750.00
UNIT PRICE Item No. 1		500	CY	\$80.00	\$40,000.00
UNIT PRICE Item No. 2		25	CY	\$800	\$20,000.00
UNIT PRICE Item No. 3		50	CY	\$350.00	\$17,500.00
GRAND TOTAL BID PRICE (base bid plus total cost for item Nos. 1, 2 and 3)					\$4,150,250.00

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

City Clerk File No. Res. 11-042

Agenda No. 10.P

Approved: JAN 26 2011

TITLE:



RESOLUTION AMENDING A PROFESSIONAL SERVICES CONTRACT WITH URBAHN ARCHITECTS IN CONNECTION WITH THE PHASE II - CONSTRUCTION DOCUMENTS AND CONSTRUCTION ADMINISTRATION FOR THE NEW MUNICIPAL SERVICES COMPLEX, PROJECT NO. 2009-029, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

**COUNCIL
RESOLUTION:**

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, Resolution 10-387, approved on June 9, 2010, authorized a professional services agreement in the amount of \$1,780,632.00 between the City of Jersey City (City) and Urbahn Architects, 30 Sherman Avenue, Glen Ridge, New Jersey 07028 (Urbahn) to provide architectural services in connection with the construction of the New Municipal Services Complex, Project No. 2009-029 (Project); and

WHEREAS, the contract award was made in accordance with the Fair and Open Process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.

WHEREAS, the City has made changes to the Project site plan to provide value engineering revisions in order to reduce the Project's cost;

WHEREAS, in order to implement these value engineering revisions, the City will need additional architectural services; and

WHEREAS, Urbahn has submitted the attached proposal dated December 21, 2010 to provide the City with additional architectural services for an amount not to exceed **\$249,281.00**; and

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

WHEREAS, the funds are available for this expenditure from

<u>Account</u>	<u>P. O. No.</u>	<u>Amount</u>
04-226-55-000-029	100117	\$249,281.00

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

1. a. The agreement with Urbahn Architects is amended to increase the contract amount by an additional **\$249,281.00**; and
- b. All other terms and conditions of the agreement shall remain in effect; and

JAN 26 2011

TITLE:

RESOLUTION AMENDING A PROFESSIONAL SERVICES CONTRACT WITH URBAHN ARCHITECTS IN CONNECTION WITH THE PHASE II - CONSTRUCTION DOCUMENTS AND CONSTRUCTION ADMINISTRATION FOR THE NEW MUNICIPAL SERVICES COMPLEX, PROJECT NO. 2009-029, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

- 2. Notice of this amendment shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.
- 3. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer hereby certify that these funds are available for this expenditure in Account Number 04-226-55-000-029 for payment of the above Resolution.

ab
January 13, 2011

APPROVED: Today Hadley 1/19/11 APPROVED AS TO LEGAL FORM

APPROVED: [Signature] [Signature]

Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/26/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY	✓			FULOP	✓			FLOOD		ABSENT	
LOPEZ	✓			RICHARDSON	ABSENT			BRENNAN, PRES	✓		

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

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

Peter M. Brennan
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

LEGISLATIVE FACT SHEET

This summary sheet is to be attached to any ordinance or resolution submitted for Council consideration. Incomplete or sketchy summary sheets will be returned. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. FULL TITLE OF LEGISLATION:

RESOLUTION AMENDING A PROFESSIONAL SERVICE CONTRACT TO URBahn ARCHITECTS IN CONNECTION WITH THE PHASE II – CONSTRUCTION DOCUMENTS AND CONSTRUCTION ADMINISTRATION FOR THE NEW MUNICIPAL SERVICES COMPLEX, PROJECT NO. 2009-029, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

2. NAME, TITLE, AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:

Brian F. Weller, Acting Director, Division of Architecture.

3. DESCRIPTION OF THE PROGRAM, PROJECT, PLAN, PURCHASE, ETC.

Provide additional Architectural/Engineering Services, specifically to make changes to the project site plan, providing value engineering revisions to reduce the cost of the project.

4. ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:

Project will allow for continued design of a new Municipal Services Complex to promote efficient consolidation of Public Services. Bidding this project in the current depressed market will ultimately save the City money.

**5. COST OF PROPOSED PROGRAM OR PURCHASE:
(IF EQUIPMENT PURCHASE, WHAT DOES IT REPLACE.
HOW WILL THE PROGRAM OR PURCHASE BE FUNDED?):**

The funds for this increase are available in account no. 04-226-55-000-029 in the amount of **TWO HUNDRED FORTY-NINE THOUSAND TWO HUNDRED EIGHTY-ONE DOLLARS (\$249,281.00)** bringing the overall base contract amount to **TWO MILLION TWENTY-NINE THOUSAND NINE HUNDRED THIRTEEN AND 00/00 DOLLARS (\$2,029,913.00)**

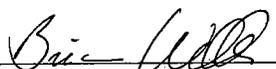
6. IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:

Contract currently in full force and effect. Additional work will commence upon Council approval

7. ANTICIPATED COMPLETION OF PURCHASE DATE:

Four (4) months

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.



BRIAN F. WELLER, L.L.A.
Acting Director

1-19-11
Date



CITY OF JERSEY CITY

01/19/11

DIVISION OF PURCHASING
1 JOURNAL SQUARE PLAZA, JERSEY CITY, N.J. 07306
TEL. NO. (201) 547-5155 FAX NO. (201) 547-6586

REQUEST FOR CHANGE ORDER OR CANCELLATION

C.O. NO.

FROM: Brian E. Weller, L.J. A., Acting Director	PURCHASE ORDER NO. 100117
APPROVED:	REQUISITION NO. R0150706
	ORIGINAL AMOUNT \$1,780,632.00
DEPT./DIV. Public Works/Architecture	BUD. YEAR: 11 FUND: 04 G/L NO: 226
DATE: January 10, 2011	CAFR: 55 SUB LDGR: 000 OBJ: 029
VENDOR NAME Urbahn Architects P.C.	VENDOR NO. UR480150

PLEASE CHANGE CANCEL THIS PURCHASE ORDER FOR THE FOLLOWING REASON:

- AMOUNT IS WRONG \$ 1,780,632.00 INCREASE BY \$ 249,128.00
- IT SHOULD BE \$ 2,029,913.00 DECREASE BY \$ _____
- BUD. YR. _____ FUND: _____ G/L NO.: _____ IS WRONG
- IT SHOULD BE BUD. YR. _____ FUND _____ G/L NO. _____
- CAFR: _____ SUB LDGR: _____ OBJ: _____ IS WRONG
- IT SHOULD BE CAFR: _____ SUB LDGR: _____ OBJ: _____
- VENDOR NUMBER IS WRONG: _____
- IT SHOULD BE _____
- VENDOR NAME IS WRONG: _____
- IT SHOULD BE _____
- VENDOR ADDRESS IS WRONG: _____
- IT SHOULD BE _____
- SHIPPING CHARGE IS WRONG: \$ _____ IT SHOULD BE \$ _____

LGFS BATCH NO.

DESCRIBE IN DETAIL REASON FOR CHANGE ORDER OR CANCELLATION:

Municipal Services Center - Project No. 2009-029 - Additional Architectural/Engineering Services (see attached Amending Resolution).

BUYER: _____
REMARKS: _____

**PETER FOLGADO
PURCHASING DIRECTOR**

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

CITY OF JERSEY CIT,
1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER
100117

PURCHASE ORDER & VOUCHER

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

REQUISITION # 0150706
BUYER PROFSRVC

DATE: 06/08/2010 VOUCHER NO: UR480150

VENDOR INFORMATION

URBAHN ARCHITECTS P.C.
30 SHERMAN AVENUE

GLEN RIDGE NJ 07028

DELIVER TO

ARCHITECTURE
575 ROUTE 440
JERSEY CITY NJ 07305

QTY	UNIT	DESCRIPTION	ACCOUNT NUMBER	AMOUNT	EXTENDED AMOUNT
1.00	EA	MUNICIPAL SERVICES MUNICIPAL SERVICES COMPLEX - PHASE II PROJECT NO. 2009-029 RESO AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO URBAHN ARCHITECTS, IN CONNECTION W/PHASE II, CONSTRUCTION DOCS & CONSTRUCTION ADMIN FOR THE NEW MUNICIPAL SERVICES COMPLEX, PROJECT 2009-029 FOR THE DEPARTMENT OF ADMINISTRATION DIVISION OF ARCHITECTURE	04-226-55-000-029	1,780,632.00	1,780,632.00

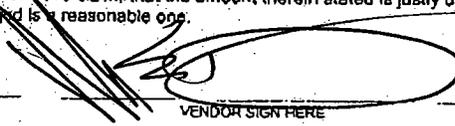
RECEIVED
2009 JUN 21 PM 3:25
DIVISION OF ARCHITECTURE

TAX EXEMPTION NO. 22-6002013

PO Total 1,780,632.00

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
VICE PRESIDENT 6/21/10
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 6/18/10
APPROVED BY ACCOUNTS & CONTROL _____ DATE _____

Original Copy

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE DELIVER TO ADDRESS

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

City Clerk File No. Res. 10-387

Agenda No. 10.Y

Approved: JUN 09 2010

TITLE:



RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO URBAHN ARCHITECTS, IN CONNECTION WITH PHASE II - CONSTRUCTION DOCUMENTS AND CONSTRUCTION ADMINISTRATION FOR THE NEW MUNICIPAL SERVICES COMPLEX, PROJECT NO. 2009-029 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City requires the services of a professional architectural firm to provide construction documents and construction administration in connection with the New Municipal Services Complex, 20 East Linden Avenue, Jersey City, New Jersey; and

WHEREAS, the City of Jersey City has solicited a proposal from Urbahn Architects who undertook and completed, the Phase I - Design Development, Environmental and Geotechnical Services scope of work for this project; under Resolution Res. 09-701; and

WHEREAS, Urbahn Architects, a pre-qualified firm submitted a proposal for their services totaling \$1,780,632.00; and

WHEREAS, Urbahn Architects, 30 Sherman Avenue, Glen Ridge, New Jersey 07028 possesses by virtue of their pre-qualification, the necessary qualifications to undertake this project and has submitted the attached proposal dated April 19, 2010; and

WHEREAS, Urbahn Architects 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, these funds are available for this expenditure from Account No.:

Acct. No. 04-226-55-000-029 P.O. No. 100117 \$1,780,632.00

WHEREAS, Donald Henry, Vice President has completed and submitted a Business Entity Disclosure Certification which certifies that Urbahn Architects has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit Urbahn Architects from making any reportable contributions during the term of the contract; and

WHEREAS, Donald Henry, has submitted a Chapter 271 Political Contribution Disclosure Certification on behalf of Urbahn Architects; and

WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.) these services are professional services which may be awarded without public bidding; and

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 service agreement with the firm of Urbahn Architects for a lump sum fee not to exceed ONE MILLION SEVEN HUNDRED EIGHTY THOUSAND SIX HUNDRED THIRTY-TWO (\$1,780,632.00) DOLLARS.

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

City Clerk File No. Res. 10-387
 Agenda No. 10.Y
 Approved: JUN 09 2010
 TITLE:



RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO URBAHN ARCHITECTS, IN CONNECTION WITH PHASE II - CONSTRUCTION DOCUMENTS AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE NEW MUNICIPAL SERVICES COMPLEX, PROJECT NO. 2009-029 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

2. This contract be awarded without competitive bidding as a "professional" service: under the provisions of the Local Public Contracts Law because the services will be rendered by persons authorized by law to practice a recognized profession; and
3. A copy of this Resolution be published in a newspaper of general circulation within the City of Jersey City as required by law within ten (10) days of the adoption of this Resolution. N.J.S.A. 40A:11-1, et. seq.
4. The award of this agreement shall be subject to the condition that Consultant provide satisfactory evidence of compliance with the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.
5. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008, attached hereto and incorporated herein by reference; shall be placed on file with this resolution.

I, Donna Mauer (DONNA MAUER), as Chief Financial Officer, hereby certifies that these funds are available for this expenditure in Account No. 04-226-55-000-029 for payment of the above Resolution.

ab
 April 19, 2010

APPROVED: _____
 APPROVED: B. O'Keilly
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				6/9/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	ABSENT			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan
 Peter M. Brennan, President of Council

Robert Byrns
 Robert Byrns, City Clerk

LEGISLATIVE FACT SHEET

This summary sheet is to be attached to any ordinance or resolution submitted for Council consideration. Incomplete or sketchy summary sheets will be returned. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. FULL TITLE OF LEGISLATION:

RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO URBahn ARCHITECTS, IN CONNECTION WITH PHASE II - CONSTRUCTION DOCUMENTS AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE NEW MUNICIPAL SERVICES COMPLEX, PROJECT NO. 2009-029 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

2. NAME, TITLE, AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:

Glenn A. Wrigley, A.I.A. Chief Architect, Division of Architecture.

3. DESCRIPTION OF THE PROGRAM, PROJECT, PLAN, PURCHASE, ETC.

To provide the next phase of design services including construction documents, bidding and negotiation, and construction administration services for the New Municipal Services Complex, Project No. 2009-029.

4. ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:

Services provided will result in the design and eventual completion of a new facility that will replace current Public Works and JCIA facilities with a new energy-efficient, LEED Platinum facility.

**5. COST OF PROPOSED PROGRAM OR PURCHASE:
(IF EQUIPMENT PURCHASE, WHAT DOES IT REPLACE.
HOW WILL THE PROGRAM OR PURCHASE BE FUNDED?):**

Account No's 04-226-55-000-029 for a total cost not to exceed ONE MILLION SEVEN HUNDRED EIGHTY THOUSAND SIX HUNDRED THIRTY-TWO (\$1,780,632.00) DOLLARS.

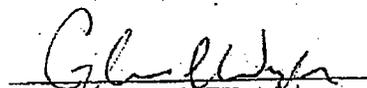
6. IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:

Upon notification of award

7. ANTICIPATED COMPLETION OF PURCHASE DATE:

Approximately nine (9) months

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.



GLENN A. WRIGLEY, A.I.A.
CHIEF ARCHITECT

4-20-10
April 20, 2010

49 West 37th Street
Sixth Floor
New York, NY 10018
T 212.239.0220
F 212.563.5621
www.urbahn.com

URBAHN ARCHITECTS

30 November 2010
Revised 21 December 2010

Mr. Brian F. Weller CLA, ASLA
Acting Director
City of Jersey City
Department of Public Works
Division of Architecture
575 Route 440
Jersey City, NJ
07305

Re: Fee Proposal for Municipal Agency Complex
Value Engineering
UAI Project #0712.00 Phase 901-903 Additional Services

Dear Mr. Weller:

We are enclosing one copy of our revised fee proposal to provide additional Architectural/Engineering Services for the above referenced project. Jersey City has directed the design team to make changes to the project's site plan which provides value engineering and reduces the cost of the project. This proposal will provide for the following scope items:

- Redesign of site entrance, add site area improvements at Liberty Storage Building, relocation of Caven Point Road Service items to main site and reorganization of site parking. See attached Scheme 4 - Alley Flow Concept
- Revisions to retaining wall design to avoid Conrail review. See attached sketch from E-mail dated 12NOV2010.
- Realignment of MUA service line as directed by MUA and reinforcement of MUA Overflow Chamber Station and increase of site detention requirements to respond to JCMUA directives. See attached MUA related documentation.
- Repackaging of the project to account for scope changes to Package 1 Site Preparation and rescoping of Package 2 to adjust for time lost from resolution of Stormwater issue. See Urbahn letter dated 17SEP2010.

Redesign of Site Access and Abandonment of Caven Point Road Extension

At the inception of the project, during the concept/schematic phase we explored various options for site access. During the review of the schemes JC Dept of Planning and JCRA voiced strong concerns against placing an industrial presence on Linden Avenue. The direction from Jersey City was to develop the project that did not place an industrial entrance off of Linden Avenue. Only passenger car access was permitted. To preserve a future redevelopment opportunity Jersey City directed the team to not use the

URBAHN ARCHITECTS

Liberty Storage facility and its 2 acre site. These firm design parameters led to the scheme selected by Jersey City to utilize the underpass at Conrail and to construct an extension of Caven Point Road.

As the design for the project developed we attempted to engage the various authorities that are affected along the Caven Point Road Extension. Conrail was minimally responsive and finally responded in writing on June 30, 2010. NJTA provided verbal acceptance of the concept but a firm commitment was not reached.

Property acquisition tasks for the main Linden Avenue site dominated the team's attention through most of 2010 and the requirement to acquire property from American Eagle noted in the project meetings, lagged until discussion resumed at Progress Meeting 19 on October 9, 2010.

MUA was initially contacted regarding Storm water, Sanitary Sewer and Domestic Water Supply services in November 2009. Discussions continued regarding the handling of Storm Water in February and May of 2010. In June 2010 MUA indicated that any site absorption or collection of existing storm water on the existing site would not be considered and that the design team would be required to provide storm control systems for 100% of the load. (See the attached chronology and meeting minutes regarding these meetings.)

MUA also raised concern about their Combined Sewer Outfall that had manholes in the underpass. The system is undersized and due to the pitch in the piping the manholes were blowing off and spilling outfall contents and flooding the underpass. MUA had suggested remedial solution to the problem in June of 2010 but withdrew the suggestion in the site meeting of October 20, 2010.

Combined together the above open issues had the potential to indefinitely delay the project. Because of this potential delay Jersey City directed the design team to explore alternative designs to provide site access. On October 20, 2010 Jersey City permitted the use of Liberty Storage property and the shared easement between Liberty Storage and the Cenveo Envelope Warehouse.

The design team explored a variety of schemes, which culminated in Jersey City directing the design team to proceed with Scheme 4 – Alley Flow as the preferred access scheme. This scheme utilizes the shared easement as the industrial vehicle entrance and moves the light vehicle entrance to alongside the east face of Liberty Storage. This scheme is estimated to save \$1.2 million in construction cost.

The redesign of JCMSC site and the consolidation of Caven Point Road functions over to the main project site is additional work that is beyond the scope of the base contract. The attached spreadsheet provides a breakdown of these additional costs.

Reuse existing retaining wall along Conrail Lines

There is an existing unpermitted retaining wall along the ConRail/HBLR corridor property line. The design team had requested engineered drawings of the wall 9MAR2010 from the building department (See attachment) and the owner has also not provided the information. Without this information the design

URBAHN ARCHITECTS

The civil engineering work for the Caven Point Road site is at 85% per Stantec's evaluation. The balance of the fee remaining for Stantec will be applied to the work required to change the alignment of Linden Avenue to permit traffic to enter the site. The cost of this work item has not been included in the fee proposal from Stantec.

Schedule

Currently the MSC is at a 75% completion level for the Construction Documents for the base MSC design work. This proposal assumes the project schedule would be adjusted to permit the required redesign of the base project to the new site configuration. The adjustment to the schedule would require an additional 120 days to complete and incorporate the addition into the construction documents. To maintain the project schedule and minimize the impact to the completion of the MSC, we recommend that the project be shortened by 90 Days to account for the design change. The attached revised project schedule indicates that the project schedule. The adjusted schedule will allow the project to maintain the April 2013 completion date.

Project Cost Reduction

The scope of services for this task will provide a project that will cost less than the previous scope of the project. The net savings for these revisions to the project are as follows:

Scope of Work Item	Net Const. Cost Savings
Redesign of site entrance and site plan	\$ 1,212,447.00 Deduct
Revisions to retaining wall design to avoid Conrail review	\$ 230,000.00 Deduct
JCMUA storm system infrastructure revisions	\$ 390,000.00 Add
Repackaging of the project	\$ 0.00
Total Construction Cost Savings	\$ 1,052,447.00

Compensation

The compensation for the above noted additional services shall be a Lump Sum for each of the following.

Scope of Work Item	Design Fee
Redesign of site entrance and site plan	\$ 249,735.00
Revisions to retaining wall design to avoid Conrail review	\$ 11,500.00
JCMUA storm system infrastructure revisions	\$ 39,276.00
Repackaging of the project	\$ 49,921.00

The total compensation shall be a Lump Sum of Three Hundred Fifty Thousand Five Hundred Thirty Two Dollars and no cents (\$350,532.00). The credit noted above would reduce the amount to be added to the design team's contract as follows:

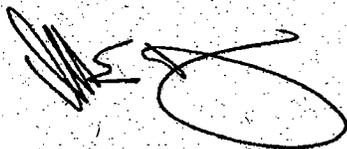
URBAHN ARCHITECTS

Cost of VE services	\$350,532
Deduct Transfer of unused Caven Point Funds	\$101,251
Amount to be funded from VE savings	\$249,281

The funding of this balance would be paid for by the savings generated by this Value Engineering exercise. The result of the Value Engineering exercise is that Jersey City will save about a million dollars on the construction cost of the project.

Please acknowledge acceptance of the proposed service and fee by signing and returning the attached copy to this office. If you have any questions about these services or the fee proposal do not hesitate to contact me.

Sincerely,



Urbahn Architects
Donald E. Henry Jr., AIA LEEDAP
Vice President
DEH/deh

Encl.
cc:
R. Hadley/ JCDPW
B. Rosner
File 0712.01/01

T:\Donn H\0712.00 JC municipal Strtegic Plan\Abandon Caven PtRoad\100929 Storm. Delay.AE Addition to MSC
Proposal.docx

Accepted by JC Architecture

Date

W. Matsikoudis/ JC Law
N. BenAdi

EXHIBIT A**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27****GOODS, PROFESSIONAL SERVICES 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 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-S.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-S.2.

EXHIBIT A (Cont)

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 personal 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, 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 subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

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

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

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

Representative's Name/Title (Print): Dona Id. E. Henry, Jr.

Representative's Signature: _____

Name of Company: Urbahn Architects PC

Tel. No.: (973) 639-0196 Date: 01-10-11

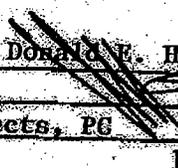
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Chief Architect, The City of Jersey City, (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): Donald E. Henry, Jr., Vice-President
 Representative's Signature: 
 Name of Company: Urban Architects, PC
 Tel No.: (973) 639-0194 Date: 01-10-11

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 : Urbahn Architects, PC

Address : 30 Sherman Avenue, Glen Ridge, NJ 07028

Telephone No. : (973) 639-0194

Contact Name : Donald E. Henry, Jr.

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.

Women Business Enterprise

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

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

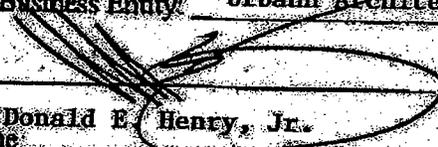
PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Urbahn Architects, PC (name of business entity) has not made any reportable contributions in the **one-year period preceding January 26, 2011 (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 Urbahn Architects, PC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Urbahn Architects, PC

Signed:  Title: MANAGING PARTNER

Print Name: Donald E. Henry, Jr. Date: 01-10-11

Subscribed and sworn before me
this 10th day of JANUARY, 2011.

My Commission expires:

Bernard Rosner


(Affiant)
Donald E. Henry, Jr., Secretary
(Print name & title of affiant) (Corporate Seal)

BERNARD ROSNER
NOTARY PUBLIC, State of New York
No. 01R06181239
Qualified in Kings County
Commission Expires January 28, 2012

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

Certification 2009

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-NOV-2008** to **15-NOV-2015**

URBAHN ARCHITECTS, PC
60 PARK PLACE
NEWARK

NJ 07102



A handwritten signature in black ink, appearing to be "R. D. O'P.", written over a horizontal line.

State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

URBAHN ARCHITECTS, P.C.

TRADE NAME:

ADDRESS:

60 PARK PLACE SUITE 302
NEWARK NJ 07102

SEQUENCE NUMBER:

0100172

EFFECTIVE DATE:

07/14/95

ISSUANCE DATE:

06/07/05

J.P. & Tully
Director

FORM-BRC(08-01)

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

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

EMPLOYEE INFORMATION REPORT

For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 22-3461175		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 15	
4. COMPANY NAME Urbahn Architects, PC						
5. STREET 60 Park Place		CITY Newark		COUNTY	STATE NJ	ZIP CODE 07102
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						15
10. PUBLIC AGENCY AWARDED CONTRACT						
NJ SCC		CITY Trenton		COUNTY	STATE NJ	ZIP CODE 08625
Official Use Only		DATE RECEIVED	NAUG. DATE	ASSIGNED CERTIFICATION NUMBER		

SECTION B - EMPLOYMENT DATA

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

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/Managers	1	1	0	0	0	0	0	1	0	0	0	0	0
Professionals	6	4	2	1	1	0	0	2	0	0	0	1	1
Technicians	7	4	3	2	1	0	1	0	0	1	0	1	1
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
Office & Clerical	1	0	1	0	0	0	0	0	0	0	0	1	0
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	15	9	6	3	2	0	1	3	0	1	0	3	2
Total employment from previous Report (if any)													
Temporary & Part-Time Employees													

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)		14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR 01 18 06
13. DATES OF PAYROLL PERIOD USED From: 02/11/06 To: 10/19/08			

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Rafael A. Stein		SIGNATURE 	TITLE Vice President	DATE MO DAY YEAR 11 10 08
17. ADDRESS NO. & STREET 60 Park Place		CITY Newark	COUNTY Essex	STATE NJ
		ZIP CODE 07102	PHONE (AREA CODE, NO., EXTENSION) 973 - 639 - 0194	

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

<NAME OF CONTRACTING AGENCY>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

"The \$500 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

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).

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	Fulop 2009 Inc.
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
Friends of Phil Keany	Healy for Mayor 2009
Friends of Nidia R. Lopez	

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Martin D. Stein	40 Montgomery Place, Apt. 1 Brooklyn, NY 11215
Donald L. Cucinotta	206 St. James Place, Brooklyn, NY 11238
Natale V. Barranco	3 William Puckey Drive, Cortlandt Manor NY 10567
Donald E. Henry, Jr.	30 Sherman Ave., Glen Ridge, NJ 07028
Rafael Stein	282 Shadyside Road, Ramsey, NJ 07446

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: Urbahn Architects, PC

Signed: [Signature] Title: Vice-President, Managing Partner

Print Name: Donald E. Henry, Jr. Date: 01-13-11

Subscribed and sworn before me this <u>13th</u> day of <u>JANUARY</u> , 20 <u>11</u> <u>Bernard Rosner</u> My Commission expires: BERNARD ROSNER NOTARY PUBLIC, State of New York No. 01R00194239 Qualified in Kings County Commission Expires January 28, 2012	<u>[Signature]</u> (Affiant) <u>Donald E. Henry, Jr., Secretary</u> (Print name & title of affiant) (Corporate Seal)
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C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfmmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006- for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 52:34-25(b) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

* N.J.S.A. 19:44A-3(e): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

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

City Clerk File No. Res. 11-043

Agenda No. 10.Q

Approved: JAN 26 2011

TITLE:



RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO MALCOLM PIRNIE, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN CONNECTION WITH ENVIRONMENTAL CONSULTING SERVICES FOR 15 LINDEN AVENUE THE SITE FOR THE NEW MUNICIPAL SERVICES CENTER, PROJECT NO. 2009-029 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City (City) requires the services of an environmental engineering firm to perform soil sampling of three piles of soil and provide Licensed Site Remediation, Pre-demolition Building Survey, Technical Support for Litigation, additional LSRP Consultation, Supplemental Site Investigations and Condemnation Technical Assistance for the new Municipal Services Center, 15 Linden Avenue, Jersey City, New Jersey; and

WHEREAS, the purpose of conducting the soil sampling is to characterize the piles for contaminants of concern for onsite soil reuse to be included in construction documents being prepared by Urbahn Architects for the New Municipal Services Center, Project 2009-029 (Project); and

WHEREAS, Malcolm Pirnie, Inc., 17-17 Route 208 North, Fair Lawn, New Jersey, is qualified to perform these services and will provide these services at a rate of \$150.00 per hour, including expenses, for a total contract amount not to exceed **\$273,000.00**; 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 City is awarding this contract pursuant to the Fair and Open Provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Malcolm Pirnie 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 \$273,000.00 are available in Account No. 04-226-55-000-029; and

WHEREAS, the resolution authorizing the award of this agreement and the agreement itself must be available for public inspection.

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

1. The Mayor or Business Administrator is authorized to execute a Professional Services Agreement, in substantially the form of the attached, with Malcolm Pirnie, Inc. for providing engineering services related to the construction of New Municipal Services Center for a total contract amount not to exceed **\$273,000.00**;
2. Pursuant to N.J.S.A. 40A:11-15(9), the term of the contract shall be for **twenty-four (24)** months commencing on the date the contract is executed by City officials;

JAN 26 2011

TITLE:

RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO MALCOLM PIRNIE, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN CONNECTION WITH ENVIRONMENTAL CONSULTING SERVICES FOR 15 LINDEN AVENUE THE SITE FOR THE NEW MUNICIPAL SERVICES CENTER, PROJECT NO. 2009-029 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

- 3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
- 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 ten (10) days of the adoption of the resolution;
- 5. The award of this contract shall be subject to the condition that Malcolm Pirnie, Inc. 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
- 6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, Donna Mauer, Donna Mauer, hereby certify that funds in the amount of \$273,000.00 are available in Account No. 04-226-55-000-029 for payment of this resolution.

P.O. No. 102258

Donna Mauer
Donna Mauer, Chief Fiscal Officer

ab
January 18, 2011

APPROVED: Rodney Hedley 1/19/11 APPROVED AS TO LEGAL FORM [Signature]

APPROVED: [Signature] Business Administrator [Signature] Corporation Counsel

Certification Required

Not Required

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/26/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY	✓			FULOP	✓			FLOOD			ABSENT
LOPEZ	✓			RICHARDSON			ABSENT	BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk



DEPENDENT ENVIRONMENTAL
ENGINEERS, SCIENTISTS
AND CONSULTANTS

Malcolm Pirnie, Inc.
17-17 Route 208 North, Second Floor
Fair Lawn, NJ 07410
T: 201.797.7400 F: 201.797.4399

www.pirnie.com

November 15, 2010

Mr. Rodney Hadley
Director
City of Jersey City
Department of Public Works
575 Route 440
Jersey City, NJ 07305

Re: East Linden Avenue Relocation Site
Proposal for Additional Environmental Engineering Services

Dear Mr. Hadley:

Malcolm Pirnie is pleased to provide this proposal to continue to assist the City of Jersey City with additional environmental services anticipated for the redevelopment and condemnation efforts for the Jersey City Municipal Service Complex (JCMSC) site. These activities should comprise the remaining environmental efforts anticipated to complete the redevelopment of the Site and include soil pile sampling and characterization, a pre-demolition survey of existing structures at the site, continued technical assistance in support of the legal proceedings for property acquisition, and additional LSRP consultation services through the remaining design phase on an as required basis. It is appropriate to note that the costs expended by the City for environmental investigations and remedial designs for the site have been included in the monetary environmental reservation as part of the legal proceedings with the former owners. A detailed description of these additional required efforts and the costs for each are provided below.

Soil Pile Characterization

During Malcolm Pirnie's site inspection on October 18, 2008, three mounds of soil piles were observed in the rear of the former Rapid Plastics Site. Soil Pile 1 (Area 1) appeared to be comprised of dirt/soil/gravel, Soil Pile 2 (Area 2) appeared to be comprised of road/asphalt millings and Soil Pile 3 (Area 3) appeared to be comprised of a mixture of top soil and gravel. In 2008, the site was active with what appeared to be site development construction by the Sterling Capital LLC's (previous owner) contractors. The quantity of these piles seemed to change during on-going investigations at the site. To avoid environmental sampling, the City's Legal Counsel attempted to ascertain the origin and composition of the material from the previous owner but these efforts were unsuccessful.

Since the proposed redevelopment plan for the Site intends to reuse the soil piles onsite, Malcolm Pirnie is proposing to characterize the soil piles for onsite reuse. Rather than using the traditional NJDEP methodology that can be very costly, Malcolm Pirnie has proposed an alternate methodology that has been previously accepted by the NJDEP to satisfy the requirements of the Guidance Document at significantly reduced cost to the City.



Malcolm Pirnie has developed a proposal to perform these services, which details soil pile characterization and the methodology to be implemented. That proposal has not yet been authorized by the City and a copy of the proposal is attached for you convenient review as Attachment A. The anticipated budget to perform these services is \$55,000.

Pre-Demolition Building Survey

Urbahn Architects (Urbahn) and the City will be including the demolition of the existing 160,000 square foot building as part of the Package 1 Redevelopment Construction Contract Document. Prior to the demolition of the building, the City and Urbahn Architects requested Malcolm Pirnie to conduct an investigation to characterize the presence of asbestos. To address this request, Malcolm Pirnie recommended conducting a Pre-Demolition Building Survey that will focus on environmental issues prior to demolition. This survey typically includes an asbestos survey, lead in paint inspection, PCB in caulking investigation, onsite concrete reuse investigation, and universal waste identification. Urbahn, in conjunction with our input, have added recommended language in the Package 1 Contract Document to address the lead in paint and concrete reuse issues.

Malcolm Pirnie has developed a proposal to perform these services, which details the required activities. That proposal has not yet been authorized by the City and a copy of the proposal is attached as Attachment B for you convenient review. The anticipated budget to perform these services is \$35,000.

Technical Support for Litigation

Malcolm Pirnie has been assisting the City and the City's Condemnation Legal Counsel with environmental related matters as it relates to the condemnation for the relocation site of the Jersey City Municipal Service Complex (JCMSC) located at 15 East Linden Avenue. Currently, the City has two civil actions filed against them by previous Owner related to the environmental reservation. Malcolm Pirnie has provided documentation and expert testimony necessary to maintain the full amount of this environmental reservation. The City is also in negotiation with Rapid Plastics, former tenant of 13 Linden Avenue, regarding a settlement on the environmental cleanup of their existing NJDEP case. Based upon the ongoing legal activity surrounding the environmental issues at the site, the Condemnation Counsel has indicated that additional technical support from Malcolm Pirnie may be required until the cases are settled. While it is difficult to exactly define our effort level at this time, Condemnation Counsel agrees that a proposed allowance of \$ 20,000 for additional support services would be appropriate at this time.

Additional LSRP/Malcolm Pirnie Consultation

As Urbahn Architects moves towards the development of the Contract Document for the Package 2 (Superstructure), Urbahn Architect has a milestone to achieve completed Contract Documents by the end of this year, with bidding phase and construction to follow. For Package 2, the Design Team consists of various disciplines ranging from landscaping, lighting, civil, utilities, etc. that will have to comply with the remediation proposed and approved by the LSRP for the soil contamination at the Site. Malcolm Pirnie and the LSRP will continue to serve in the same capacity as Package 1 to verify

compliance with the remedial goals and to provide regulatory compliance consultation during the design. Anticipated activities could include specification and drawing review, pre-approval of any design modifications impacting the remediation, site visits by the LSRP during construction for required certifications of remediation, and LSRP technical support for litigation. While it is difficult to exactly define our effort level at this time, we recommend an allowance of \$ 17,000 to provide these services on an as required basis.

Summary of Proposed Additional Services

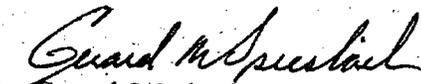
We propose to provide the additional services provided as described above in the amount of \$127,000. Services and incurred costs would be invoiced in accordance with our attached existing hourly rate schedule for the City which has not changed since 2007. A breakdown of the proposed additional engineering services is as follows:

Additional Project Completion Services	Cost
Soil Pile Characterization	\$55,000
Pre-Demolition Building Survey	\$35,000
Technical Support for Litigation	\$20,000
Additional LSRP/Malcolm Pirnie Consultation	\$17,000
Total	\$127,000

We appreciate the opportunity to continue to assist the City of Jersey City on this important project. Should you have any questions or require any additional clarifications, please contact us at your convenience.

Very truly yours,

MALCOLM PIRNIE, INC.


Gerard Spiesbach
Senior Associate

Enclosures

C: R. Johnston and V. Shah, Malcolm Pirnie



Summary of Standard Charges

This document describes the basis for compensation and terms of payment. All rates presented apply to services rendered after January 1, 2007 and will be adjusted annually thereafter.

In addition to these fees, clients will also be responsible for any sales or value-added taxes that may apply to engineering services performed.

Hourly Rates: Charges for services provided will be in accordance with the following schedule:

<u>Classification</u>	<u>Hourly Rate</u>
Technician 1	\$59 hr
Technician 2	\$72 hr
Technician 3	\$80 hr
Technician 4	\$110 hr
Technician 5	\$114 hr
Technician 6	\$132 hr
Technician 7	\$158 hr
Technician 8	\$180 hr
Sr. Project Engineer/Scientist/Architect 1	\$106 hr
Sr. Project Engineer/Scientist/Architect 2	\$120 hr
Sr. Project Engineer/Scientist/Architect 3	\$128 hr
Sr. Project Engineer/Scientist/Architect 4	\$136 hr
Sr. Project Engineer/Scientist/Architect 5	\$164 hr
Sr. Project Engineer/Scientist/Architect 6	\$192 hr
Associate	\$222 hr
Senior Associate	\$240 hr
Officer	\$258 hr

Overtime: No overtime premium is charged for project work outside of normal working hours.

Other Direct Costs: All expenses incurred for a project, except in-house services specified below, from outside vendors will be invoiced at cost plus 10% to cover administrative expenses. These items may include, but are not limited to: shipping charges; printing; supplies; equipment; traveling expenses; special insurance; licenses; permits; or subcontractors.

In-house services consist of:

- Transportation - \$0.54 per mile for vehicles.
- Equipment - a schedule of usage rates for specialty equipment is available for field assignments
- Web Hosting - a schedule of monthly web hosting rates is available for client access web sites

Payment: All invoices are due and payable within 30 days of billing date. Any attorney's fees, court costs, or other related expenses incurred in collecting delinquent accounts shall be paid by the client. Delinquent bills are subject to finance charges of 1.5% per month.

Attachment A

Soil Pile Sampling Proposal dated April 27, 2010

November 15, 2010

Mr. Rodney Hadley
Director
City of Jersey City
Department of Public Works
575 Route 440
Jersey City, New Jersey 07305

Re: East Linden Avenue
Amendment Request for Additional Services

Dear Mr. Hadley:

Malcolm Pirnie is pleased to be assisting the City of Jersey City with environmental services necessary for the successful implementation of the City's new Municipal Services Complex at the Linden Avenue site. As you know, we were charged with the responsibility to perform due diligence investigations, develop remedial alternatives and cost estimates, consult with the City's project development team on environmental regulatory issues and provide technical assistance for property acquisition negotiations.

At this time, Malcolm Pirnie respectfully requests an amendment to our contract with the City of Jersey City related to the Linden Avenue site to cover additional environmental engineering services required by the City to complete the project. It is appropriate to note that the costs expended by the City for environmental investigations and remedial designs for the site have been included in the monetary environmental reservation as part of the legal proceedings with the former owners.

Background

In October of 2008, the City retained Malcolm Pirnie to conduct due diligence environmental investigations at the proposed JCMSC relocation site. The City intended to acquire this Site based on our due diligence investigations. Our investigation identified several Areas of Concerns (AOCs) that required further investigation and ultimately will require remediation but no fatal flaws that would prevent the City from proceeding with the acquisition of the Site.

Upon the conclusion of the due diligence investigations, the City requested our continued assistance in expediting the environmental remediation of the Site to allow the Department of Public Works and Incinerator Authority to vacate the PJP Landfill Site. In addition, the City requested our assistance with the acquisition process through eminent domain with the former owner, complicated by an active NJDEP Industrial Site Recovery Act (ISRA) case. As the implementation of this project has moved forward, unanticipated additional environmental issues and considerations were encountered that made additional environmental activity by Malcolm Pirnie necessary.

Additional activities that have been required include the retention of a Licensed Site Remediation Professional (LSRP), supplemental site investigation work required by the LSRP to gain regulatory approval, regulatory consultation services provided by the LSRP to expedite the design process, technical assistance to the City's outside Condemnation Counsel and preparation for and attendance at legal proceedings. Detailed descriptions of the additional activities and resulting costs for each are as follows:

Licensed Site Remediation Professional Regulatory Review

In November 2009, the NJDEP promulgated the Site Remediation and Reform Act (SRRA) and created the Licensed Site Remediation Professional (LSRP) program which will allow the City to accelerate the redevelopment of the JCMSC Site. Under this program, an LSRP rather than NJDEP has the responsibility to review all site investigations for completeness, require additional investigations if necessary, review remedial alternatives proposed for a site, determine a remedial method based upon site conditions and ultimately certify that the remediation had been completed in accordance with the work plan. Essentially, an LSRP functions in the role of the NJDEP case manager and is responsible for regulatory approval of the remediation on behalf of the NJDEP.

Traditionally, the NJDEP would require the City to complete all requested environmental investigations, propose a remedial action plan and gain approval prior to proceeding with redevelopment plans. The NJDEP would also require the City to reimburse the costs for regulatory review of all environmental documents adding an additional inherent cost to project development. NJDEP review was typically a protracted and lengthy process which would have severely impacted the project completion schedule and required time that the City did not have for this project. While the LSRP review pathway has saved significant time and benefits the City's aggressive schedule for the project, the need to retain a project LSRP was not previously anticipated in our scope of services. Malcolm Pirnie, on behalf of the City, retained Mr. David Thompson of ARCADIS US Inc. as the LSRP for the Site. It should be noted that the regulatory review services provided by the LSRP historically would have been provided by the NJDEP and reimbursed by the City directly to the NJDEP. With the Rapid Plastics facility as an existing NJDEP ISRA case and since the NJDEP has not reviewed any of Rapid Plastics reports, the NJDEP transferred the responsibility of the ISRA case to the LSRP. As a result, the LSRP had an additional responsibility to review the reports previously submitted to the NJDEP and certify the reports comply with the regulations.

The services associated with these activities were not in our original scope of work for the project and resulted in additional charges of approximately \$18,000.

Licensed Site Remediation Professional Design Consultation

To expedite the environmental remediation and redevelopment plans, the involvement of the LSRP was recommended to augment the design team for the site on an as required basis. The LSRP has become very familiar with the project, environmental conditions at the Site and remediation necessary to comply with NJDEP requirements. He has and continues to provide valuable assistance to the design team related to environmental compliance requirements for potential design and layout scenarios. He has

and continues to make regulatory compliance related critical decisions in a timely manner to assist Urbahn Architects maintain the milestones necessary for the redevelopment of this Site. For example, design consultations provided by the LSRP have resulted in significant cost reductions in the project by allowing pre-approval of reduced clean fill requirements and barrier layer material thicknesses. Consultations have also included regulatory acceptability of potential material reuse for elements of the final design.

The services associated with these activities were not in our original scope of work for the project and resulted in additional charges of approximately \$16,000.

Supplemental Site Investigations

As noted earlier, the use of an LSRP does not relieve the City from any additional investigative activities that may be required to properly delineate contamination of the site and support the selection and final approval basis of the remedy. After review of the historical reports available on the site and reports of investigations Malcolm Pirnie conducted, the LSRP requested additional investigations and documentation to approve the remedial action proposed under the redevelopment. Specifically, the LSRP required additional soil sampling to further delineate chromium and lead contaminants as well as additional groundwater sampling to further define impacts to groundwater. These additional investigations were deemed necessary by the LSRP to assure that sufficient site data would be integrated into the environmental reports for the site for regulatory compliance. Based upon our experience with NJDEP on similar sites, we believe it likely that the additional investigations, consistent with the LSRP recommendations, would have been required by the NJDEP case manager. Malcolm Pirnie prepared the appropriate sampling work plans, retained laboratory and drilling subcontractors, conducted field sampling and data analysis, and integrated this information into environmental reports.

Additional services associated with these supplemental investigation activities and not envisioned in our initial scope of work for the project or in our scope of work for remedial design and data gap sampling and analysis with Urbahn resulted in additional charges of \$ 33,000.

Condemnation Technical Assistance

Malcolm Pirnie has been assisting the City and the City's Condemnation Legal Counsel with environmental matters on an as required basis related to the condemnation proceedings and legal challenges for the Linden Avenue relocation site. Initially, our technical support services were focused on developing detailed cost estimates and remedial alternative information to assist with the remediation cost allocation negotiations with the former owners and to secure an appropriate environmental reservation amount from the property valuation. Unfortunately, the condemnation proceeding has been increasingly contentious and over the past year, the City's Condemnation Legal Counsel has required Malcolm Pirnie to provide assistance for a number of legal challenges. To support Condemnation Counsel with these proceedings, Malcolm Pirnie needed to produce revised cost estimates and specific environmental reports, furnish documentation and provide expert testimony to verify the environmental reservation basis. The former owner required the City to argue before a judge the former owner's request to reduce the environmental reservation from approximately \$2MM to \$0.75MM. The

information supplied and the depositions provided were instrumental in securing a ruling from the judge to maintain the full amount of the environmental reservation. Services provided in support of the legal proceedings have included:

- Technical responses to Opposition Brief on the Environmental Reservation (January 2010)
- Environmental Reservation Certification of funds (March 2010)
- Environmental Cost Report updating the Environmental Reservation allocation based on the revised remediation measures (June 2010)
- Preparation of the Discovery Phase Package containing all environmental reports, figures, laboratory data, etc. (May 2010)
- Preparation for a Deposition Hearing (June 2010)
- Review of Opposition Report of Environmental Reservation (July 2010)
- Participated in Deposition Hearing (July 2010)
- Update of Environmental Reservation Cost Allocations (July 2010)/(August/September 2010)

The services associated with these activities were not anticipated for the project and resulted in additional charges of approximately \$79,000.

Summary of Requested Amendment

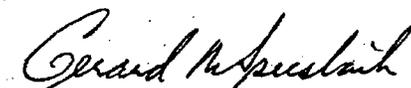
We respectfully request an amendment to our agreement with the City for the additional services provided as described above in the amount of \$ 146,000. Services and incurred costs would be invoiced in accordance with our attached existing hourly rate schedule for the City which has not changed since 2007. A breakdown of the additional engineering services comprising the requested amendment is as follows:

Additional Project Completion Services	Cost
LSRP Regulatory Approval Services	\$18,000
LSRP Design Consultation Services	\$16,000
Supplemental Site Investigations	\$33,000
Condemnation Technical Assistance	\$79,000
Total	\$146,000

We appreciate the City moving forward on this requested authorization and allowing us the opportunity to work with the City of Jersey City on this important project. Should you have any questions or require any additional clarifications, please contact us at your convenience.

Very truly yours,

MALCOLM PIRNIE, INC.


Gerard Spiesbach
Client Manager



April 27, 2010

William Matsikoudis
City of Jersey City
Office of the Corporation Counsel
280 Grove Street
Jersey City, NJ 07302

Re: Soil Pile Environmental Sampling Proposal
Proposed Jersey City Municipal Service Center
15 East Linden Avenue (Block 1510 Lots X.1)

Dear Mr. Matsikoudis:

Malcolm Pirnie, Inc. (Malcolm Pirnie) is pleased to submit this proposal to the City of Jersey City (the City) to provide professional environmental engineering services consisting of environmental sampling of three soil piles located on 15 East Linden Avenue, also referenced as Block 1510, Lot X.1 (also referred to as Rapid Plastics Site), in Jersey City, New Jersey (Site). The purpose of conducting soil sampling of the soil piles is to characterize them for contaminants of concern for onsite soil reuse to be included in the Redevelopment Construction Contract Document prepared in conjunction with Urbahn Architect.

PROJECT UNDERSTANDING

During Malcolm Pirnie site inspection on October 18, 2008, three mounds of soil piles were observed in the rear of the former Rapid Plastics Site. Soil Pile 1 (Area 1) appeared to be comprised of dirt/soil/gravel, Soil Pile 2 (Area 2) appeared to be comprised of road/asphalt millings and Soil Pile 3 (Area 3) appeared to be comprised of a mixture of top soil and gravel. In 2008, the site was active with what appeared to be site development construction by the Sterling Capital LLC's (previous owner) contractors.

The former Rapid Plastics Site is currently a regulated site under New Jersey Department of Environmental Protection (NJDEP) Industrial Site Recovery Act (ISRA). First Environment, Rapid Plastic's environmental consultant, did not list the soil piles as a potential AOC and were not aware of the soil piles because there were generated after Rapid Plastics ceased operations. The soil piles are assumed as new potential AOCs rather than AOCs identified in the ISRA case.

SCOPE OF WORK

Work Plan

Since the proposed redevelopment plan for the Site intends to reuse the soil piles onsite, Malcolm Pirnie is proposing to characterize the soil piles for onsite reuse. Typically, NJDEP utilizes the 1998

Revised Guidance Documentation for the Remediation of Contaminated Soils (V.1.C.,2(4)) (Guidance Document) to characterize the soil piles. Under this scenario, samples would be collected and lab analyzed at a frequency of one sample per 20 cubic yards for the first 100 cubic yards of soil and one sample for each additional 100 cubic yards thereafter. Implementation of this methodology for the three soil piles would warrant up to 96 soil samples for analytical testing. This would result in over \$100,000 alone for analytical cost to the City.

Rather than this methodology, Malcolm Pirnie is proposing an alternate methodology that has been previously accepted by the NJDEP to satisfy the requirements of the Guidance Document at significantly reduced cost to the City. The height of the soil piles currently ranges from 12 to 20 feet high. Under the alternate methodology, Malcolm Pirnie is proposing to level the piles in a designated area and have each pile no more than three feet high. The piles will be further subdivided into grids no more than 400 cubic yards each. From each grid, approximately four grab samples will be collected. From each of the four grab samples, a representative portion of each grab sample will be collected to generate a composite sample for analysis.

If the laboratory analyses of the composite sample detect exceedance other than contaminants of concern associated with historic fill above NJDEP Soil Remediation Standards (SRS), Malcolm Pirnie will coordinate with the laboratory to analyze the grab samples and laboratory results will be compared to the NJDEP SRS. If the composite samples do not exceed the NJDEP SRS, the soil will be allowed for reuse as historic fill contaminated soils and placed under the proposed remedial cap. Implementation of this methodology will require, at a minimum, 22 composite samples with 88 grab samples and would allow Malcolm Pirnie to pinpoint soils that may be clean, contaminated with similar constituents as historic fill or potentially hazardous.

Malcolm Pirnie has prepared a work plan detailing the alternate sampling methodology and met with the Licensed Site Remediation Professional (LSRP) for the referenced property. On April 14, 2010, Malcolm Pirnie received approved from the LSRP to conduct the sampling program as proposed.

Analytical Requirements

In accordance with NJDEP N.J.A.C. 7:26E-2.1, the samples will be analyzed from an unknown source which would require Target Compound List plus Tentatively Identified Compounds (TICs) and Target Analyze List (TCL/TAL), hexavalent chromium (Cr6), petroleum hydrocarbon (PHC), and pH. The composite and grab samples will be submitted to a New Jersey certified laboratory.

The analytical cost included in this proposal include the 22 composite samples, two quality assurance and quality control (QA/QC) samples and an allocation for full testing of 5 percent of the 88 grab samples. We are allocating a limited number of grab samples for further analysis to reduce the sampling cost and selectively delineate the piles. Analysis of all the grab samples may not be warranted because our assumption is that the material present in the piles will prove to be consistent with the existing historic fill contaminated soil and will be allowed for reuse as fill to be

placed under the proposed remedial cap. If additional analysis of grab samples above this allocation is required to satisfy regulatory requirements, we will advise the City of any incremental costs.

Typically, laboratory turnaround time is 2 weeks, depending on methodology, for facsimile results. However, due to holding times for certain analysis, the laboratory will be instructed to analyze the composite sample on a one-week turnaround and hold the grab samples.

Report Meetings, and Project Management

After the analytical results have been reviewed and evaluated, we will incorporate the results in the Remedial Action Workplan to be completed under the existing contract with Urbahn and revise contract documents if required. We will compare the laboratory data with applicable NJDEP soil remediation standards. The results of the investigation will be summarized on scaled site maps, showing sampling locations and the results of samples where the standards have been exceeded.

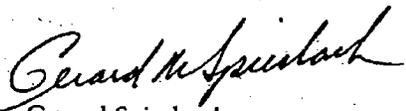
PROJECT COST

Our estimated cost to provide the above-mentioned scope of services is \$55,000, which includes Malcolm Pirnie labor and expenses, LSRP consultation and review services, and significant subcontractor costs. As you may recall, at our suggestion the City condemnation attorney has set aside approximately \$55,000 in the environmental reservation. It is anticipated that the cost for this scope of work may be recovered under the current condemnation process.

We propose to perform this work on an hourly basis in accordance with our existing Linden Avenue Contract and respectfully request an amendment to our existing contract to perform this work and to continue to assist the City with the Jersey City Municipal Service Center Project. Should you have any questions or require additional information, please do not hesitate to contact us.

Very truly yours,

MALCOLM PIRNIE, INC.



Gerard Spiesbach
Senior Associate

C: Robert S. Johnston, Vishal Shah and Greg Druback, Malcolm Pirnie

\\Northernnj\project\0261146\Proposal_contract\waste pile\Soil Pile Proposal_F.docx

Attachment B

Pre-Demolition Survey Proposal dated July 21, 2010

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES 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 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

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 personal 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, 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 subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

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

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

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

Representative's Name/Title (Print): GERARD SPIESBACH, SENIOR ASSOCIATE
 Representative's Signature: *Gerard Spiesbach*
 Name of Company: MALCOLM PIRNIE/ARCADIS-US
 Tel. No.: 201-398-4379 Date: 1/13/11

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

The contractor and the City of Levittown, (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: GERARD SPIESBACH, SENIOR ASSOCIATE
 Representative's Signature: *Gerard M. Spiesbach*
 Name of Company: MALCOLM PIRNIE/ARCADIS - US
 Tel. No.: 201-398-4379 Date: 1/13/11

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 : MALCOLM PIRNIE/ARCADIS

Address : 17-17 ROUTE 208 N, FAIRLAWN NJ 07410

Telephone No. : 201-398-4379

Contact Name : GERARD SPIESBACH

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
TRENTON, NJ 08646-0223

TAXPAYER NAME:
MALCOLM FIRMIE, INC. (FORMERLY THE NICHOLS)

TAXPAYER IDENTIFICATION#
132-853-700/000

ADDRESS
17-17 ROUTE 200
FAIR LAWN NJ 07410
EFFECTIVE DATE
07/03/25

TRADE NAME:
MAY 17 2025

CONTRACTOR CERTIFICATION#
101801

ISSUANCE DATE:
10/18/01

Patricia A. Chirchi
Director, Division of Revenue

FORM-BRC(04-01)

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

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

Certification 2849

This is to certify that the contractor listed herein 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 15-01-2011 - 2012 to 15-01-2012 - 2012



MALCOLM PIRNIE, INC.
104 CORPORATE PKWY DR. IN
WHITE PLAINS NY 10610



A handwritten signature in black ink, appearing to read "R. P. P." followed by a horizontal line.

State Treasurer



P.L. 2004, c. 57 (N.J.S.A. 52:32-44)
MANDATORY BUSINESS REGISTRATION LANGUAGE

Non Construction Contracts

P.L. 2004, c. 57 (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. 40A:11-2).

"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 of P.L. 2001, c. 134 (C.52:32-44 et al.) 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."

**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 MALCOLM PIRNIE/ARCADIS (name of business entity) has not made any reportable contributions in the **one-year period preceding JANUARY 26, 2011 (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 MALCOLM PIRNIE/ARCADIS (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: MALCOLM PIRNIE/ARCADIS

Signed Gerard M. Spiesbach Title: Senior Associate

Print Name GERARD M. SPIESBACH Date: JANUARY 13, 2011

Subscribed and sworn before me
this 13 day of Jan, 2011.
My Commission expires: 9/25/2013

Eva Wiener
(Affiant)
Eva Wiener, Notary
(Print name & title of affiant) (Corporate Seal)

**EVA WEINER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 09/25/2013**



**Pursuant to Section 2 of Ordinance 08-128, no contributions made prior to the effective date Ordinance 08-128 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 official>* as defined pursuant to N.J.S.A. 19:44A-3(b), (c) and (e).

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	Fulop 2009 Inc.
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sattolano	
Friends of Phil Kenny	Healy for Mayor 2009
Friends of Nidia B. Lopez	

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Malcolm Pirnie, Inc. is a wholly owned subsidiary of ARCADIS U.S., Inc.	

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: Malcolm Pirnie, Inc.

Signed: [Signature]

Title: SENIOR ASSOCIATE

Print Name: CHARLES M. SPIESBACH

Date: JANUARY 13, 2011

Subscribed and sworn before me this 13 day of Jan. 2011

My Commission expires: Sept. 25, 2013

[Signature]
(Affiant)
Eva Weiner Notary
(Print name & title of affiant) (Corporate)

EVA WEINER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 09/25/2013



DISCLOSURE REPORT

Disclosure To: City of Jersey City, Hudson County

For Period: January 10, 2010 to January 10, 2011

Contribution Made To:	Contribution Date	Contribution Amount	Contribution By:
Bergen County Responsible Republicans	8/25/2010	\$3,000	Malcolm Pirnie, Inc.
Election Fund of District 9	9/15/2010	\$1,000	Malcolm Pirnie, Inc.
Committee to Elect Senator Sandra Cunningham	9/15/2010	\$500	Malcolm Pirnie, Inc.
Election Fund of District 19	10/11/2010	\$6,200	Malcolm Pirnie, Inc.
Nick Sacco for Senate	10/11/2010	\$1,200	Malcolm Pirnie, Inc.
District 36 Democrats	11/3/2010	\$7,200	Malcolm Pirnie, Inc.
Bergen County Responsible Republicans	12/13/2010	\$3,000	Malcolm Pirnie, Inc.

Summary of Standard Charges

This document describes the basis for compensation and terms of payment. All rates presented apply to services rendered after January 1, 2007 and will be adjusted annually thereafter.

In addition to these fees, clients will also be responsible for any sales or value-added taxes that may apply to engineering services performed.

Hourly Rates: Charges for services provided will be in accordance with the following schedule:

<u>Classification</u>	<u>Hourly Rate</u>
Technician 1	\$59 hr
Technician 2	\$72 hr
Technician 3	\$80 hr
Technician 4	\$110 hr
Technician 5	\$114 hr
Technician 6	\$132 hr
Technician 7	\$158 hr
Technician 8	\$180 hr
Sr. Project Engineer/Scientist/Architect 1	\$106 hr
Sr. Project Engineer/Scientist/Architect 2	\$120 hr
Sr. Project Engineer/Scientist/Architect 3	\$128 hr
Sr. Project Engineer/Scientist/Architect 4	\$136 hr
Sr. Project Engineer/Scientist/Architect 5	\$164 hr
Sr. Project Engineer/Scientist/Architect 6	\$192 hr
Associate	\$222 hr
Senior Associate	\$240 hr
Officer	\$258 hr

Overtime: No overtime premium is charged for project work outside of normal working hours.

Other Direct Costs: All expenses incurred for a project, except in-house services specified below, from outside vendors will be invoiced at cost plus 10% to cover administrative expenses. These items may include, but are not limited to: shipping charges; printing; supplies; equipment; traveling expenses; special insurance; licenses; permits; or subcontractors.

In-house services consist of:

- Transportation - \$0.54 per mile for vehicles.
- Equipment - a schedule of usage rates for specialty equipment is available for field assignments
- Web Hosting - a schedule of monthly web hosting rates is available for client access web sites

Payment: All invoices are due and payable within 30 days of billing date. Any attorney's fees, court costs, or other related expenses incurred in collecting delinquent accounts shall be paid by the client. Delinquent bills are subject to finance charges of 1.5% per month.

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

City Clerk File No. Res. 11-044

Agenda No. 10.R

Approved: JAN 26 2011

TITLE:



RESOLUTION AWARDING AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT TO EPIC MANAGEMENT CONSTRUCTION SERVICES, INC. IN CONNECTION WITH PRE-CONSTRUCTION AND CONSTRUCTION MANAGEMENT SERVICES FOR THE NEW MUNICIPAL SERVICES CENTER, PROJECT NO. 2009-029 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

**COUNCIL
RESOLUTION:**

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, the City of Jersey City (City) intends to construct a New Municipal Services Center, Project No. 2009-029 (Project); and

WHEREAS, the City requires the services of a construction management firm to monitor, observe, report, and advise the City during programming, planning, pre-construction, and construction of the Project, and

WHEREAS, the City of Jersey City solicited and received proposals from the following:

Epic Management	\$ 796,499.00
Gilbane Building Company	\$1,669,000.00
Jacobs Engineering Group	\$1,778,525.00

WHEREAS, Epic Management, Inc. (Epic) has submitted a proposal to provide its services to the City for a total contract amount not to exceed the sum of **SEVEN HUNDRED NINETY-SIX THOUSAND FOUR HUNDRED NINETY-NINE DOLLARS (\$796,499.00)**; and

WHEREAS, funds in the amount of \$796,499.00 are available in Account No. 04-215-55-886-990, Purchase Order No. 102204 ; and

WHEREAS, the Acting Director of the Division of Architecture has certified in the attached Certification dated January 19, 2011 that these services qualify as Extraordinary and Unspecifiable Services (EUS) under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the resolution authorizing the award and the contract itself must be available for public inspection; and

WHEREAS, the Acting Director of the Division of Architecture has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

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

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

WHEREAS, Epic has submitted a Chapter 271 Political Contribution Disclosure Certification; and

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

JAN 26 2011

TITLE:

RESOLUTION AWARDING AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT TO EPIC MANAGEMENT CONSTRUCTION SERVICES, INC. IN CONNECTION WITH PRE-CONSTRUCTION AND CONSTRUCTION MANAGEMENT SERVICES FOR THE NEW MUNICIPAL SERVICES CENTER, PROJECT NO. 2009-029 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

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

1. The Mayor or Business Administrator is authorized to execute an agreement with Epic Management, Inc. for a lump sum fee not to exceed **SEVEN HUNDRED NINETY-SIX THOUSAND FOUR HUNDRED NINETY-NINE DOLLARS (\$796,499.00)**;
2. Pursuant to N.J.S.A. 40A:11-15(9), the term of the contract shall be for **Thirty-Seven (37)** months commencing on the date the contract is executed by City officials
3. This contract is awarded without competitive bidding as an Extraordinary Unspecifiable Services (EUS) contract in accordance with N.J.S.A. 40A:11-5 (1)(a)(ii) of the Local Public Contract because of the reasons stated in the attached Certification from the Acting Director of the Division of Architecture dated January 19, 2011;
4. Notice of this contract award shall be published in a newspaper of general circulation within the municipality within ten (10) days of the award;
5. The resolution authorizing the award of this contract and the contract itself shall be available for public inspection;
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution; and
7. The award of this contract shall be subject to the condition that Epic provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer hereby certify that funds are available for this expenditure in Account Number 04-215-55-886-990. *P.O. # 102204*

ab
January 19, 2011

APPROVED: Rodney Roddy 1/19/11

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/26/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY	✓			FULOP	✓			FLOOD	ABSENT		
LOPEZ	✓			RICHARDSON	ABSENT			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

LEGISLATIVE FACT SHEET

This summary sheet is to be attached to any ordinance or resolution submitted for Council consideration. Incomplete or sketchy summary sheets will be returned. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. FULL TITLE OF LEGISLATION:

RESOLUTION AWARDING AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT TO EPIC MANAGEMENT CONSTRUCTION SERVICES, INC. IN CONNECTION WITH PRE-CONSTRUCTION AND CONSTRUCTION MANAGEMENT SERVICES FOR THE NEW MUNICIPAL SERVICES CENTER, PROJECT NO. 2009-029 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

2. NAME, TITLE, AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:

Brian F. Weller, L.L.A., Acting Director

3. DESCRIPTION OF THE PROGRAM, PROJECT, PLAN, PURCHASE, ETC.

To perform construction management services of building construction and site infrastructure systems for the new Municipal Services Center.

4. ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:

The services of a Construction Administration Firm is needed to oversee the development of construction documents, monitor all construction activities and coordinate all construction close out procedures.

**5. COST OF PROPOSED PROGRAM OR PURCHASE:
(IF EQUIPMENT PURCHASE, WHAT DOES IT REPLACE.
HOW WILL THE PROGRAM OR PURCHASE BE FUNDED?):**

Account No. 04-215-55-886-990 for a total cost not to exceed SEVEN HUNDRED NINETY-SIX THOUSAND FOUR HUNDRED NINETY-NINE and 00/100 DOLLARS (\$796,499.00).

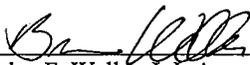
6. IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:

Immediately upon execution of contract.

7. ANTICIPATED COMPLETION OF PURCHASE DATE:

Thirty-Seven (37) Months

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.



Brian F. Weller, L.L.A.
Acting Director

1.19.11
DATE

CERTIFICATION IN SUPPORT OF AWARDING A CONTRACT TO EPIC MANAGEMENT AS AN EXTRAORDINARY, UNSPECIFIABLE SERVICE

DATE: 18 January 2011
TO: Municipal Council
FROM: Brian F. Weller, LLA, Director, Division of Architecture
SUBJECT: Contract for Construction Management Services

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Epic Management, Inc.
Cost: \$796,499.00
Period: Thirty seven (37) months
Purpose: To provide construction management services.

This is requested to be awarded without competitive bids as an Extraordinary, Unspecifiable Service (N.J.S.A. 40A:11-5(1)(a)(ii)). I do hereby certify as follows:

1. The City of Jersey City, is about to enter into an agreement with Epic Management, Inc. A group that will provide comprehensive construction management services to ensure that the 19 acres of site development that include the new DPW and JCIA agency multi-story structure will comprise of 141,022 GSF of building; JCPD ESU group and will comprise 12,411 SF of building and Tow Pound service and will be comprised of 1,431 SF of building as well as ensuring that the buildings are constructed as designed so that the City can achieve the USGBC LEED Platinum certification. Accordingly, the City is interested in assuring itself and the public that this project will yield a building of the greatest public value in an efficient, cost-effective, and long-lasting manner. The City believes that by entering into a contract with a construction management firm that has specific experience with projects of this scope and magnitude will best serve the City's interests.
2. The Contract meets the provisions of N.J.S.A. 40A:11-5 (1)(a)(ii) because the performance of these services require a consultant with specific knowledge of at-risk developer projects and procedures, knowledge of contractual procedures from similar agreements, and knowledge of the integration of architectural, structural, mechanical, and information technology systems as part of the overall strategy for publicly accessible structures. Epic Management, Inc. has demonstrated specific technical expertise in the area of public construction projects.
3. The service is of such a specialized and qualitative nature that the performance of the service cannot be reasonably described by written specifications because the performance of the services requires a blend of various fields of expertise including having a thorough knowledge and understanding of construction means and methods, building and site infrastructure, client programming, information technology, security, and interaction with the public.

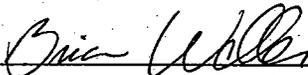
4. While several firms were interviewed and evaluated, a quotation for services was solicited from the following:

Jacobs Engineering Group	\$1,778,525.00
Gilbane Building Co.	\$1,069,000.00
Epic Management, Inc.	\$ 796,499.00

Epic management, Inc. was chosen primarily by the fact that their previous consulting work with other municipal and county governments in an advisory capacity represented a more thorough understanding of the complexities associated with public sector construction projects.

5. I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an Extraordinary, Unspecifiable Service in accordance with the requirements thereof.

Respectfully,



Brian F. Weller, LLA, Director
Division of Architecture

CITY OF JERSEY CITY

Requisition #
0153261

Assigned PO #

Requisition

Vendor
EPIC MANAGEMENT INC
136 ELEVENTH STREET
PISCATAWAY NJ 08854

Dept. Bill To
ARCHITECTURE
575 ROUTE 440
JERSEY CITY NJ 07305

Dept. Ship To
575 ROUTE 440
JERSEY CITY NJ 07305

EP191640

Contact Info
BRIAN F. WELLER, L.L.A.
0005475900

Quantity	UOM	Description	Account	Unit Price	Total
1.00	1	MUNICIPAL SERVICES	04-215-55-886-990	796,499.00	796,499.00

NEW MUNICIPAL SERVICES CENTER

PROJECT NO. 2009-029

RESOLUTION AWARDING AN EXTRAORDINARY
UNSPECIFIABLE SERVICES CONTRACT TO EPIC MANAGEMENT
CONSTRUCTION SERVICES, INC. IN CONNECTION WITH
PRE-CONSTRUCTION AND CONSTRUCTION MANAGEMENT
SERVICES FOR THE NEW MUNICIPAL SERVICES CENTER,
PROJECT NO. 2009-029 FOR THE DEPARTMENT OF
PUBLIC WORKS, DIVISION OF ARCHITECTURE

Requisition Total 796,499.00

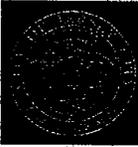
Req. Date: 01/18/2011

Requested By: AUDREY

Buyer Id:

Approved By: *Brian Weller* *SP*
01/19/11

This Is Not A Purchase Order



**City of Jersey City
Municipal Services Complex & Environmental Center
Request for Proposal**

FEE:

Epic Management proposes the following Fee Structure:

Preconstruction	(16 months):	\$ 96,392.00
Construction	(21 months):	\$700,107.00
Project Closeout	(included in above):	<u>\$ Included in Above</u>
Total Proposed Fee:		\$796,499.00

Project Personnel

Personnel	Role	% Allocated to Fee
Joel Lizotte	Sr. Vice President	No Charge
William Costello	Project Executive	13%
Dan DelMar	Preconstruction Coordinator	5%
Kathleen Tartaglia, AIA, LEED AP	LEED Coordinator	9%
Wayne Jurgensen	Sr. Project Manager	4%
Sam Campanella	Site Manager	38%
Chris Mollica	Project Engineer	20%
Tom Merrit, P.E.	Chief Estimator	3%
Other	(MIS, Clerical, Accounting)	8%

We propose no reimbursables or hidden additional fees.

As stated in the City of Jersey City RFP, an office trailer, equipment and usage fees for the exclusive use of the construction manager will be provided for within the general construction or initial bid package. A schedule of equipment will be prepared by Epic and included in the bid specifications.

Travel to remote sites requiring overnight accommodations or flight is not included. Any travel of this type will require advance Owner approval (in writing).

It is our understanding that building commissioning will be by others. Correspondingly, our Proposal does not include any outside consultants.



EXHIBIT A**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27****GOODS, PROFESSIONAL SERVICES 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 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

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 personal 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, 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 subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

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

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

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

Representative's Name/Title (Print):

Joel G. Lizotte, Sr. Vice President

Representative's Signature:

Name of Company:

Epic Management, Inc.

Tel. No.: 732-252-6100

Date:

1/10/11

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: Joel G. Lizotte, Sr. Vice President
 Representative's Signature: [Signature]
 Name of Company: Epic Management, Inc.
 Tel. No.: 732-752-6100 Date: 1-6-11

Certification 19997

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-001-2008 to 15-001-2011

EPIC MANAGEMENT
136 ELEVENTH ST.
PISCATAWAY

NJ 08854



A handwritten signature in black ink, appearing to read "D. O. D.", written over a horizontal line.

State Treasurer

**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 Epic Management, 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 Epic Management, 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.

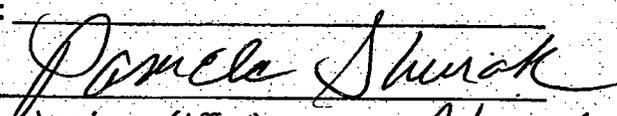
Name of Business Entity: Epic Management, Inc.

Signed  Title: Sr. Vice President

Print Name: Joel G. Lizotte Date: 1-6-11

Subscribed and sworn before me
this 6th day of Jan, 2011.
My Commission expires:


**JOAN T. DARBIG
NOTARY PUBLIC OF NJ
MY COMMISSION EXPIRES
AUGUST 27, 2014**


(Affiant)
PAMELA SHURAK Admin Asst.
(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).

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	Fulop 2009 Inc.
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
Friends of Phil Kenny	Healy for Mayor 2009
Friends of Nidia R. Lopez	

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Robert Epifano, Jr.	824 Summit Ridge Dr., Bridgewater, NJ
John Epifano	15 Wychwood Way, Warren, NJ

Part 3 – Signature and Attestation:

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

Name of Business Entity: Epic Management, Inc.
 Signed: [Signature] Title: Sr. Vice President
 Print Name: Joel G. Lizotte Date: 1-6-11

Subscribed and sworn before me this 6th day of January, 2011
 My Commission expires:
[Signature]

[Signature]
 (Affiant)
DAMELA SHUKAL
 (Print name & title of affiant) (Corporate Seal)

JOAN T. DARBIG
NOTARY PUBLIC OF NJ
MY COMMISSION EXPIRES
AUGUST 27, 2014

REQUEST FOR PROPOSALS: Construction Management Services

Project No. 2009-029

SECTION 1: PROJECT INFORMATION

1.1 Introduction

The City of Jersey City is building a new multi-building campus on a 19.6 acre site which will become the new home for the following departments and agencies:

- Department of Public Works (DPW)
- Jersey City Incinerator Authority (JCIA)-an autonomous agency
- Jersey City Police Department/Emergency Services Unit (ESU)

The resulting campus will likely be a combination of new and renovated facilities on the existing site. The campus will also serve as a prime relocation spot for several other functions, including the City's automotive impound lot (operated by the JCIA), and a facility to house refuse collection vehicles (under a separate contract with the City). The entire campus will be comprised of building that will achieve at minimum a LEED Silver Rating. Occupancy of the new campus complex is scheduled for early 2012. A copy of the Pre-Design Report is available at the Office of the Chief Architect.

1.2 Scope of Work

The City wishes to engage the services of a full-time Construction Management Firm during pre-construction, construction, and project closeout. Services to be provided include, but are not limited to, the following:

Pre-Construction Phase

- Participate in monthly meetings with Owner and Architect to periodically review status of the Design Phase progress, and issue meeting minutes.
- Determine, maintain, and periodically update schedule for pre-construction phase, including each participant's responsibilities.
- Provide a detailed analysis of the Architect's cost estimates at each of three design phases (Schematic, Design Development, Design Documents). Advise Owner & Architect of results, making recommendations for corrective action.
- Review General Conditions and Supplementary Conditions to create project/site specific requirements. Forward to Owner & Architect for review and comment.
- Provide periodic constructibility review of Design Documents two phases (50% & 95% completion), offering options of systems, materials, and equipment, for review by Owner & Architect. Advise on how the construction contract is structured. Review drawings to uncover inconsistencies.
- With Owner approval, offer to provide introduction/input to approving agencies to keep them informed of project status.
- Assist in developing phasing and construction sequencing plans.
- Review Bid Documents prepared by Owner.
- Assist in conducting pre-bid conferences with bidders.
- Assist Owner in review and analysis of bids received, and offer recommendations for award.

Construction Phase

- Full time on site representation.
- Part time services of a Company Principal, a Project Executive and related home office technical support.
- Provide administration of the Contract(s) for Construction in conjunction with the Architect.
- Provide administrative, management and related services to monitor scheduled activities and responsibilities of Contractor(s) with each other and the City, Architect and itself.
- Schedule and conduct regular bi-weekly project meetings to discuss procedures, progress and scheduling. Write and distribute minutes to the City, Architect and Contractors regarding same.
- Monitor Contractor(s) adherence to site logistics requirements.

**REQUEST FOR PROPOSALS: Construction Management Services
New Municipal Service & Environmental Complex
Project No. 2009-029**

- Prepare cost reports for Project for Client and Architect review.
- Strive to obtain satisfactory performance from Contractor(s) and recommend courses of action to the City if requirements are not being fulfilled.
- Develop and implement procedures for review and processing of payment applications by Contractors. With Architect, validate that requisition represents approved work-in-place.
- Review Requests for Information and assess the issues and validity of same and coordinate responses with Architect.
- Visit manufacturing facility(ies) (if directed by Owner) to validate production/quality/lead times(s).
- Review amounts due to Contractors.
- Monitor code officials' responsiveness to Contractor(s) requirements. Be proactive in monitoring turnaround times. Advise Client of potential problems.
- Determine in general that the work of each Contractor is being performed in accordance with the Contract Documents, endeavoring to guard the City against defects and deficiencies.
- Monitor the sequence of construction to address conformity with time schedules. Apprise City if schedule is being deviated from with solution options.
- Assist the architect in review and evaluation of Change Order prior to preparation of same by Architect (where recommended).
- Establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals. Track status as part of the Monthly Report.
- Record the progress of the Project by submitting monthly written reports to the City and Architect and maintaining an observation report.
- Present written project update to the City (typically once a month).
- Maintain at the Project site one (1) record copy of all Contracts, Drawings, Specifications, Addenda and Change Orders.
- Monitor the delivery, storage, protection and security of City-purchased materials, systems and equipment which are necessary for the Project.

Closeout Phase

- Observe the Contractor's final testing and start up of operational systems and equipment with the City's maintenance personnel and the Architect.
- Coordinate the correction and completion of the Work and evaluate completeness prior to the issuance of the certificate of substantial completion. Also assist the Architect/Engineer in conducting final inspections.
- With the Architect, review a list of incomplete or unsatisfactory items and schedule their completion with the Contractor(s), prior to Contractor(s) work being substantially complete to expedite close out.
- Secure and transmit warranties and similar submittals for delivery to the City along with keys, manuals, record drawings and maintenance documents.
- Forward final payment application to the Architect.
- Assemble as-built documents for review by the Architect and Consultants.
- Facilitate turnover to City.
- Schedule and coordinate video end-user training with appropriate contractor and manufacturers' equipment representatives.
- Schedule and coordinate eleven (11) month inspection.

**REQUEST FOR PROPOSALS: Construction Management Services
New Municipal Service & Environmental Complex
Project No. 2009-029**

SECTION 2: THE RFP/ PROPOSAL STATEMENT PROCESS

2.1 Proposal Statement.

The City is soliciting responses to this RFP (Otherwise known as Proposal Statements) from interested persons and/or firms for the provision of professional services, as more particularly described herein. Through a Request for Proposal process described herein, persons and/or firms interested in assisting the City with the provision of such services must prepare and submit a Proposal Statement in accordance with the procedure and schedule in this RFP. The City will review Proposals only from those persons and/or firms that submit a Proposal which includes all information which includes all the information required to be included as described herein (in the sole judgment of the City).

The City intends to qualify person(s) and/or firm(s) that (a) possesses the professional and administrative capabilities to provide the proposed services, and (b) will agree to work under the compensation terms and conditions determined by the City to provide the greatest benefit to the taxpayers of the City.

2.2 Procurement Process and Schedule.

The selection of Qualified Respondents is not subject to the provisions of the Local Public Contracts Law, N.J.S.A. 40A: 11-1 et seq. The selection is subject to the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 et seq. The City has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Proposal Statement in response to the RFP. Proposal Statements will be evaluated in accordance with the criteria set forth in Section 2 of this RFP, which will be applied in the same manner to each Proposal Statement received.

Proposal Statements will be reviewed and evaluated by the City's Business Administrator and Chief Architect. The Proposals will be reviewed to determine if the Respondent has met the minimum professional and administrative areas described in this RFP. Based upon the totality of the information contained in the Qualification Statement, including information about the reputation and experience of each Respondent, the Business Administrator and Chief Architect will determine which Respondents are qualified.

The RFP process commences with the issuance of this RFP. The steps involved in the process and the anticipated completion dates are set forth in Table 1, Procurement Schedule. The City reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

All communications concerning this RFP or the RFP process shall be directed to the City's Designated Contact Person (The Chief Architect), in writing.

Proposal Statements must be submitted to, and be received by the Chief Architect by 4:00 PM prevailing time on the date indicated in both the notice and the Schedule below (See Table 1) See Notice for specific information and address. Proposal Statements will not be accepted by facsimile transmission or e-mail. Proposal Statements shall be reviewed by the Chief Architect and Administration, for recommendation to the City Council (See Section 5 for Evaluation Process).

Subsequent to issuance of this RFP, the City (through the issuance of addenda to all persons and/or firms that have received a copy of the RFP) may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the City.

**REQUEST FOR PROPOSALS: Construction Management Services
New Municipal Service & Environmental Complex
Project No. 2009-029**

TABLE 1**ANTICIPATED PROCUREMENT SCHEDULE**

ACTIVITY	DATE
1. Issuance of Request for Proposals	00/00/00
2. Receipt of Proposals	00/00/00
3. Completion of Evaluation of Proposals	00/00/00
4. Designation of Qualified Respondent	00/00/00

2.3 Conditions Applicable to RFP.

Upon submission of a Qualification Statement in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Qualification Statement:

- This document is an RFP
- All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent.
- The City reserves the right (in its sole judgment) to reject for any reason any and all responses and components thereof and to eliminate any and all Respondents responding to this RFP from further consideration for this procurement.
- The City reserves the right (in its sole judgment) to reject any Respondent that submits incomplete responses to this RFP, or a Qualification Statement that is not responsive to the requirements of this RFP.
- The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
- All Proposal Statements shall become the property of the City and will not be returned.
- All Proposal Statements will be made available to the public at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with law.
- The City may request Respondents to send representatives to the City for interviews.
- Any and all Proposal Statements not received by the City by the due date and time will be rejected.
- Neither the City, nor its officers, officials or employees shall be liable for any claims or damages resulting from the solicitation or preparation of the Proposal Statement, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Proposal Statement or for participating in this procurement process.

**REQUEST FOR PROPOSALS: Construction Management Services
New Municipal Service & Environmental Complex
Project No. 2009-029**

2.4 Rights of City.

The City reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To determine that any Proposal Statement received complies or fails to comply with the terms of this RFP.
- To supplement, amend or otherwise modify the RFP through issuance of addenda to all prospective Respondents who have received a copy of this RFP.
- To waive any technical non-conformance with the terms of this RFP.
- To change or alter the schedule for any events called for in this RFP upon the issuance of notice to all prospective Respondents who have received a copy of this RFP.
- To conduct investigations of any or all of the Respondents, as the City deems necessary or convenient, to clarify the information provided as part of the Proposal Statement and to request additional information to support the information included in any Proposal received.
- To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
- The City shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

2.5 Addenda or Amendments to RFP.

During the period provided for the preparation of responses to the RFP, the City may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the City and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Statement submission date.

2.6 Cost of Proposal Statement Preparation.

Each Proposal Statement and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the City, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in the preparation of the Qualification Statement or other information required by the RFP.

2.7 Proposal Statement Format.

Proposal Statements must cover all information requested in this RFP. Proposal Statements which in the judgment of the City fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

**REQUEST FOR PROPOSALS: Construction Management Services
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SECTION 3: SUBMISSION REQUIREMENTS

3.1 General Requirements.

The Proposal Statement submitted by the Respondent must meet or exceed the professional and administrative qualifications set forth in this Section 3 and shall incorporate the information requested below. In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its Proposal Statement. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

3.2 Required Enclosures

Your Proposal Statement shall include the following administrative forms and other required enclosures.

- A. Letter of Qualification (On your letterhead, using the enclosed format)
- B. Non-Collusion Affidavit (Notarized, and in original form)
- C. Public Disclosure Information (Notarized, and in original form)
- D. Americans with Disabilities Act Language
- E. Mandatory Equal Employment Opportunity Language
- F. Affirmative Action Compliance Notice
- G. Minority/Women Business Enterprise (MWBE) Notice & Questionnaire (Must complete 2 copies)
- H. Form AA302-Employee Information Report
- I. New Jersey Business Registration Certificate
- J. Letter of Intent (On your letterhead, using the enclosed format)

Please note that original signature(s) are required on all forms.

3.2 Professional Information Requirements.

- a. Respondent shall submit a description of its relevant experience in providing the type of services sought in the RFP. At a minimum, the following information on past experience should be included as appropriate:
 - 1. Description of a minimum of three(3) to a maximum of seven (7) relevant municipal projects.
 - 2. Name, address and contact information of references.
 - 3. Brief narrative for each submitted project, explaining your perceived relevance to this RFP.
- b. Brief description of Respondent's relevant clients including municipal government clients during the last five(5) years. The City may obtain references from any of the parties listed.
- c. Resumes of key employees, including those who will be assigned to provide services to the City if the City awards a contract to Respondent.
- d. Disclosure of all immediate relatives of Principal(s) of Respondent who are City employees or elected officials of the City. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild and in-laws.
- e. Any other information the Respondent wishes to include that the Respondent deems relevant to the selection process of this RFP. This may include promotional material, other project descriptions, etc.

3.3 Management Information Requirements.

**REQUEST FOR PROPOSALS: Construction Management Services
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The Respondent shall provide as part of their response to this RFP, the following information related to its organizational and management structure, as well as how it may interface with both its sub-consultants, as well as with city representatives.:

- a. Provide a summary of the key points or highlights you wish to emphasize in your proposal. Similar in function to a cover letter, it is an opportunity to illustrate why you think your firm is best suited for this project.
- b. Briefly outline the history of your firm, how your project experience is analogous to the requirements of this Proposal. You may wish to cite specific projects you are working on, or have worked on in the past.
- c. Discuss briefly your understanding of the Scope of Work as presented in this RFP. If you have any suggestions for modifications to the Scope of Work, or if you have any concerns as to the content, you should use this section to state as such.
- d. Please detail the organizational structure you believe necessary to accomplish each phase of the project within the desired time frame and budget. Illustrate interfacing with the Division of Architecture, and illustrate how communication with the Owner will be conducted to ensure progress, manage the flow of information, and pro-actively address problems. You can supply organizational flowcharts, if you wish, but they must fit within the bound proposal (either on 8-1/2 x 11, or an 11 x 17 fold-out).
- e. Provide a brief description and organizational flowchart of the project team members, stating exactly what role each key personnel member will assume in this project. Key sub-consultant team members should also be listed.
- f. Provide a time line schedule showing both progress and key dates for deliverables. Illustrate how you intend to meet the present milestone dates for design and construction (See Section 1.2), or show how you have modified the schedule based upon your intended Scope of Work. This should be used as an opportunity to be creative, and illustrate how you can accomplish this project.
- g. Briefly describe any assumptions relating to the responsibilities and/or commitments the Consultant is expecting of the City of Jersey City. What particular milestones do you think the City must meet in order to achieve success.
- h. Resumes of key employees, including those who will be assigned to provide services to the City if the City awards a contract to Respondent. The Respondent should also use this section to clearly state any other assumptions or qualifying statements, relating to any part of this Proposal or the Project strategy.
- i. Provide disclosure of all immediate relatives of Principal(s) of Respondent who are City employees or elected officials of the City. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild and in-laws.

3.4 Fee Structure

Provide a lump-sum fee for your services, which will be broken down into the three(3) phases in the Scope of Work. In addition, provide a fee breakdown that illustrates the approximate values of each of your project personnel, expressed either as a dollar value, or as a percentage of the lump sum fee. It is assumed by the Owner that you will be billing monthly for your services, and not upon completion of each phase. You should provide an estimate of the monthly charge for construction management services. The lump-sum fee must include any and all reimbursable expenses (by phase). No other allowances shall be made for reimbursable expenses above and beyond what the

**REQUEST FOR PROPOSALS: Construction Management Services
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Respondent calculates in this Proposal, unless the Owner specifically requests additional services or additional copies of any work product. For the purpose of evaluation, the Respondent should expect to submit at least five (5) copies of any written work product during the course of this project. Additionally, the respondent shall assume that project jobsite requirements of the CM shall be provided by the awarded General Contractor/Bidder (Trailer, power, copier/fax, etc.).

The proposal must provide an accurate, reliable representation of your full cost from which a contract can be formulated. For purposes of uniformity, the following list shall be used to outline your fees:

PHASES OF WORK

1. PRE-CONSTRUCTION
2. CONSTRUCTION
3. PROJECT CLOSE-OUT

SECTION 4: INSTRUCTIONS TO RESPONDENTS

Submission of Response to RFP:

Respondents must submit an original and six(6) copies of their Response to this RFP to the Designated Contact Person.

Proposal Statements must be received by the City no later than the time and date indicated, and must be mailed or hand-delivered. Proposal Statements forwarded by facsimile or e-mail will not be accepted, however respondents may alternately submit one signed original and 1 softcopy version (MS Word or PDF format) on CD. Please note that the City will not be responsible for CDs or softcopy files which cannot be read, and that this may be grounds for rejection.

To be responsive, Proposal Statements must provide all requested information, and must be in strict conformance with the instructions set forth herein.

SECTION 5: EVALUATION OF RESPONSES

The City's objective in soliciting Proposal Statements is to enable it to select a Respondent that will provide high quality and cost effective services to the citizens of Jersey City. The City will consider Proposal Statements only from Respondents that, in the City's sole judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City in the manner described in this RFP.

Proposal statements will be evaluated by the City on the basis of which is the most advantageous, and this evaluation will consider:

1. Experience and reputation in the field; and
2. Knowledge of Public Service Facilities; and
3. Availability to accommodate the required milestones of the City; and
4. Other factors demonstrated to be in the best interest of the City.

Each Proposal Statement must satisfy the objectives and requirements detailed in this RFP.

**REQUEST FOR PROPOSALS: Construction Management Services
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The City will select the most advantageous Proposal Statement based on all of the evaluation factors set forth in this RFP. The City will then enter into fee negotiations with those respondents deemed most qualified, and make the award that is in the best interest of the City.

Each Proposal must satisfy the objectives and requirements detailed in this RFP. Successful Respondents shall be determined by an evaluation of the total content of the Proposal Statement submitted. The City reserves the right to:

- a. Not select any of the Proposal Statements;
- b. Award a contract for the requested services at any time within the qualification period. Every Proposal Statement should be valid through a 90 day time period.

The City shall not be obligated to explain the results of the evaluation process to any Respondent.

SECTION 6: GENERAL TERMS AND CONDITIONS

1. The City reserves the right to reject any or all Proposal Statements, if necessary, or waive any informalities in the Proposal Statements, and, unless otherwise specified by the Respondent, to accept any item, items or services in the Qualification statement should it be deemed in the best interest of the City to do so.
2. Each Proposal Statement must be signed by the person authorized to do so.
3. Proposal Statements may be hand delivered or mailed consistent with the provisions of the legal notice to Respondents. In the case of mailed Proposal Statements, the City assumes no responsibility for Proposal Statements received after the designated date and time and will return late Proposal Statements unopened. Proposal Statements will not be accepted by facsimile or e-mail.
4. In accordance with Affirmative Action Law, P.L. 1975/ c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful Respondents must agree to submit individual employer certifications and numbers or complete Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) The contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status or affectional or sexual orientation. 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, sex or handicap. 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 section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause: (b) 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, sex or handicap; (c) 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 worker's representative of the contractor's commitments under this act and shall post copies of the notice; (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations

**REQUEST FOR PROPOSALS: Construction Management Services
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promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time. (Sample forms in Section 7) For information on AA/EEO forms, please contact:

Jeana F. Abuan, Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration, Office of Equal Opportunity/Affirmative action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547-4533
Fax# 201-547-5088

5. No respondent shall influence, or attempt to influence, or cause to be influenced, any City officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgement of said officer or employee.
6. No respondent shall cause or influence, or attempt to cause or influence, any City officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.
7. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the City's Business Administrator's decision shall be final and conclusive.
8. The City not be responsible for any expenditure or monies or other expenses incurred by the respondent in making this proposal.

SECTION 7: FORM OF AGREEMENT/CONTRACT

If selected to provide services, the successful Respondent shall be required to execute the City's Standard Form of Agreement, which includes indemnification, insurance, termination, mediation, and licensing provisions. A complete copy of a draft Form of Agreement is available upon written request.

It is also agreed and understood that the acceptance of the final payment shall be considered a release in full of all claims against the City arising out of, or by reason of, the work done and materials or services furnished under this Form of Agreement.

**REQUEST FOR PROPOSALS: Construction Management Services
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SAMPLE LETTER OF QUALIFICATION

Note: To be typed on Respondent's Letterhead. No Modifications may be made to this letter.

[Insert date]

Glenn A. Wrigley, AIA, Chief Architect
Department of Administration
Division of Architecture
CITY OF JERSEY CITY
575 Route 440
Jersey City, New Jersey 07305

Dear Mr. Wrigley,

The undersigned have reviewed the Proposal submitted in response to the Request for Proposals (RFP) issued by the City of Jersey City (City), dated **[Insert date of RFP]**, in connection with the City's need for:

[Insert Type of Services]

[Insert Name of Project]

[Insert City Project #]

We affirm that the contents of our Proposal (in which the Proposal is incorporated herein by reference) is accurate, factual and complete to the best of our knowledge and belief, and that the Proposal is submitted in good faith upon express understanding that any false statement may result in the disqualification of **[Name of Company / Respondent]**.

Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.

[Signature of Chief Executive Officer or Partner]

[Insert Typed Name and Title]

[Typed Name of Firm]*

[Insert date]

* **If joint venture, partnership or other formal organization is submitting a qualification statement, each participant shall execute this Letter of Qualification.**

**REQUEST FOR PROPOSALS: Construction Management Services
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NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am _____
of the firm of _____

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

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

(name of contractor)

SUBSCRIBED AND SWORN TO

BEFORE ME THIS _____ DAY

OF 20 _____

(TYPE OR PRINT NAME OF
AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: _____ 20 _____

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

**REQUEST FOR PROPOSALS: Construction Management Services
New Municipal Service & Environmental Complex
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SAMPLE LETTER OF INTENT

Note: To be typed on Respondent's Letterhead. No Modifications may be made to this letter.

[Insert date]

Glenn A. Wrigley, AIA, Chief Architect
Department of Administration
Division of Architecture
CITY OF JERSEY CITY
575 Route 440
Jersey City, New Jersey 07305

Dear Mr. Wrigley,

The undersigned as Respondent, has (have) submitted the attached Proposal in response to a Request for Proposals (RFP), issued by the City of Jersey City (City), dated **[Insert date of RFP]**, in connection with the City's need for:

[Insert Type of Services]
[Insert Name of Project]
[Insert City Project #]

[Name of Respondent] HEREBY STATES

1. The Qualification Statement contains accurate, factual and complete information.
2. **[Name of Respondent]** agrees (agree) to participate in good faith in the procurement process as described in the RFP and to adhere to the City's procurement schedule.
3. **[Name of Respondent]** acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Proposal in response to the RFP, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. **[Name of Respondent]** hereby declares (declare) that the only persons participating in this Proposal as Principals are named herein and that no person other than those herein mentioned has any participation in this Proposal or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City.
5. **[Name of Respondent]** declares that this Proposal is made without connection with any other person, firm or parties who has submitted a Proposal, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.

**REQUEST FOR PROPOSALS: Construction Management Services
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6. [Name of Respondent] acknowledges and agrees that the City may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the City shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFP.
7. [Name of Respondent] acknowledges that any contract executed with respect to the provision of [insert services] must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

(Respondent shall sign and complete the space provided below. If a joint venture, appropriate officers of each company shall sign.)

[Signature of Chief Executive Officer or Partner]

[Insert Typed Name and Title]

[Typed Name of Firm]*

[Insert date]

* If a joint venture, partnership or other formal organization is submitting a Qualification Statement, each participant shall execute this Letter of Intent.

**REQUEST FOR PROPOSALS: Construction Management Services
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EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services, and General Service Contracts

Questions in reference to EEO/AA Requirements for Goods, Professional Services, and General Service Contracts should be directed to:

Jeana F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative Action
280 Grove Street, Room 103
Jersey City, New Jersey 07302
Tel. # 201-547-4533
Fax # 201-547-5088
E-mail Address: abuanJ@icnj.org

**REQUEST FOR PROPOSALS: Construction Management Services
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Sample Federal Letter of Approval

**U.S. Department of Labor Employment Standards Administration Office of Federal
Controls Compliance Programs Newark Area Office 124 Evergreen Place, Fourth Floor
East Orange, NJ 07108**

February 27, 20__

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 20__.

We found no apparent deficiencies or violations of Executive order 11266, as amended, Section 503 of the Rehabilitation Act of 1973 or 38 USC 2012 (The Vietnam Era Victorians Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based upon the material reviewed.

The Office of Federal Contract Compliance Programs sincerely appreciates the cooperation and courtesies extended by you and your staff during the conduct of compliance review.

Sincerely, Area

Office Director.

**REQUEST FOR PROPOSALS: Construction Management Services
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Project No. 2009-029**

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY**

**DIVISION OF PUBLIC CONTRACTS EQUAL
EMPLOYMENT OPPORTUNITY COMPLIANCE**

SECTION

7

Fee Structure

Prepared August 20, 2009

7.0 CM COMPENSATION SUMMARY

Summary of Lump Sum Costs

▶ Preconstruction Phase.....	\$166,700
▶ Construction Phase.....	\$1,378,700
▶ Closeout Phase.....	<u>\$123,600</u>
TOTAL.....	<u>\$1,669,000</u>

MBE/WBE Participation in CM Services

▶ Burgos	\$29,500
▶ Medina	<u>\$383,700</u>
	\$413,200 (a)

a) This cost is within our total of \$1,669,000 (24.7% MBE-WBE participation in CM Service)

7.1 Preconstruction Phase

CM Staff

Discipline	Hours	Cost	Total
Project Executive	164		
Accounting	68		
Scheduler	46		
Purchasing	32		
Estimating	244		
Total	554 hrs	\$119,400	\$119,400

Reimbursable Costs

Item	Cost	Total
Local Auto Travel	\$1,800	
MIS	\$2,200	
Burgos	\$13,500	
Medina (200 hours)	\$28,800	
Stationary, Postage, Phones	\$1,000	
Total	\$47,300	\$47,300

Total (Preconstruction) \$166,700

7.2 Construction Phase

7.2.1 Remediation Phase

CM Staff

<u>Discipline</u>	<u>Hours</u>	<u>Cost</u>	<u>Total</u>
Project Superintendent	1817		
Safety Engineer	88		
Total	1905 hrs	\$144,200	\$144,200

Reimbursable Costs

<u>Item</u>	<u>Cost</u>	<u>Total</u>
MIS	\$7,400	
Medina (925 hours)	\$111,200	
Local Travel	\$17,700	
Cell Phones	\$1,300	
Total	\$137,600	\$137,600

7.2.2 Building Phase

CM Staff

<u>Discipline</u>	<u>Hours</u>	<u>Cost</u>	<u>Total</u>
Project Manager	2336		
Project Superintendent	2682		
Project Executive	128		
Accounting	188		
Scheduler	104		
Quality Engineer	48		
Safety Engineer	112		
Total	5598 hrs	\$731,600	\$731,600

Reimbursable Costs

<u>Item</u>	<u>Cost</u>	<u>Total</u>
Local Auto Travel	\$4,000	
MIS	\$21,800	
Home Office (Stationary, Postage, Phone)	\$1,300	
Digital Camera	\$2,500	
PC-Printer/MS Office	\$10,000	
TV-VCR-Tapes	\$2,500	
Bottled Water	\$1,300	
Prolog Software	\$600	
Suretrack Software	\$500	
DSL	\$12,800	
First Aid	\$200	
Misc. Blueprinting Allowance	\$2,500	
Postage, Shipping, Expenses	\$6,400	
Progress Photos	\$2,400	
Records Retention	\$1,500	
Small Tools	\$400	
Stationary, Paper, Supplies	\$4,800	
Telephone	\$4,800	
Burgos	\$16,000	
Medina (1995 hours)	\$243,700	
Vehicle-Travel	\$21,700	
Cell Phone	\$3,600	
Total	\$365,300	\$365,300

Total (Construction) \$1,378,700

7.3 Closeout Phase

CM Staff

<u>Discipline</u>	<u>Hours</u>	<u>Cost</u>	<u>Total</u>
Project Executive	40		
Accounting	48		
Quality Engineer	8		
Safety Engineer	8		
Project Manager	173		
Project Engineer-Superintendent	692		
Total	969 hrs	\$105,800	\$105,800

Reimbursable Costs

<u>Item</u>	<u>Cost</u>	<u>Total</u>
Local Auto Travel	700	
MIS	3,800	
Home Office (Stationary, Postage, Phone)	300	
Bottled Water	300	
DSL	3,200	
Field - Stationary, Supplies	1,200	
Telephone (in trailer)	1,600	
Cell Phone	2,600	
Vehicle-Mileage	4,100	
Total	\$17,800	\$17,800

Total (Closeout) \$123,600

7.4 Clarifications

7.4.1 Our cost of CM Services is based on our preliminary schedule in Section 5.

Your addendum indicated the schedule may be extended. As we discussed at our interview, if our manhours of service for each phase remain within the hours listed for that phase we would not charge additional money if the schedule is extended. However, if additional hours are needed, we would bill you per the hourly billing rates provided for hours above those stated for that phase of work.

7.4.2 We will bill you monthly for services rendered, with payment due 14 days of invoice. We will bill you in equal monthly lump sum amounts for that specific phase.

End dates per our schedule are:

	Estimated Monthly Cost for that phase
▶ End of Design Phase, September 17, 2010.....	\$13,900 per month
▶ End of Site Remediation - October 10, 2010.....	28,200
▶ End of Building Construction - March 2, 2012.....	62,700
▶ End of Closeout - May 25, 2012.....	49,400 per month

7.4.3 Cost Estimate Review

We will review the cost estimate prepared by the Architect at the end of Schematic Design, Design Development, and Construction Documents. We will provide our recommendations to you and Urbahn.

7.4.4 We will provide one constructibility review of the design documents at 50% CDs (to be done by Medina).

Standard industry CM services do not include IDC (Interdisciplinary Document Coordination). If desired by Jersey City, we would do the IDC review at 95% CD Completion. To be effective, IDC has to be done when design documents are complete. The ADDED cost for one IDC review is \$73,000.

7.4.5 Per Item 3.4 of your RFP, General Contractor will provide a suitably equipped trailer for CM's use.

7.4.6 Hourly billing Rates.

If added services are needed, the following billing rates would apply through December 31, 2010 (subject to 4% annual escalation after December 2010). These rates do not include reimbursable expenses.

Gilbane

<u>Discipline</u>	<u>Hourly Billing Rate</u>
Project Executive	\$298
Cost Engineer	\$166
Accounting	\$99
Scheduler	\$204
Purchasing	\$199
Project Estimator	\$241
Estimator	\$193
Mechanical Estimator	\$237
Electrical Estimator	\$199
Safety Engineer	\$167
Quality Engineer	\$115
Project Manager	\$189
Superintendent	\$136
Project Engineer	\$86

Medina

<u>Discipline</u>	<u>Hourly Billing Rate</u>
Project Manager	\$175
Site/building Inspector/Project Engineer	\$117
Constructibility Review	\$130

3.4 Fee Structure

As requested, below we provide a lump-sum fee for our services, which are broken down into the three (3) phases. We are also providing an estimate of the monthly charge for construction management services.

PHASE	FEE	Estimate of Monthly Draw
Pre-Construction	\$202,057	\$18,369
Construction	\$1,384,648	\$65,936
Project Close-out	\$191,820	\$63,940
Total Lump Sum Fee	\$1,778,525	

Below is the fee breakdown that illustrates the approximate values of each of our project personnel, expressed as a percentage of the lump sum fee.

Key Personnel	Personnel % of Lump Sum Fee
Project Executive	4.02%
Project Manager	35.90%
Design Review Manager	2.30%
Civil/Structural Design Reviewer	0.82%
Mechanical Design Reviewer	0.47%
Plumbing Design Reviewer	0.35%
Electrical Design Reviewer	0.60%
Chief Estimator	0.26%
Estimators	2.19%
Scheduler	2.73%
LEED Coordinator	0.94%
Quality Manager	0.28%
Safety Manager	0.20%
Project Engineer	15.55%
Construction Manager	26.29%
MEP Inspector	3.78%
Civil/Structural Inspector	2.56%
Project Controls	0.78%
	100.00%

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

City Clerk File No. Res. 11-045

Agenda No. 10.S

Approved: JAN 26 2011

TITLE:



RESOLUTION AMENDING A PROFESSIONAL SERVICE AGREEMENT WITH DRESDNER ROBIN IN CONNECTION WITH CIVIL ENGINEERING SERVICES FOR BAYSIDE PARK - RENOVATION, PROJECT NO. 2005-020, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE.

**COUNCIL
RESOLUTION:**

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, the Municipal Council of the City of Jersey City at its August 4, 2010 meeting did authorize the award of a Professional Service Agreement between the City of Jersey City and Dresdner Robin Res. 10-531 for Engineering Support and Inspection Services for Bayside Park currently under construction; and

WHEREAS, Engineering Support and Inspection Services under Res. 10-531 have revealed deterioration of a masonry stone retaining wall specifically, movement, pavement separation in the roadway and stone separation within the wall outside of the cul-de-sac; and

WHEREAS, it has become necessary to change the original scope from wall repair work to include stabilization of the entire retaining wall with a new retaining wall; and

WHEREAS, the aforementioned situation is endangering the welfare and safety of the public namely the residents of Bayside Terrace and the new playground at Bayside Park; and

WHEREAS, it has become necessary to have Dresdner Robin prepare plans and specifications for the design and repair of the retaining wall; and

WHEREAS, it is in the best interests of the City to have Dresdner Robin perform this work under the existing Professional Services Agreement; and

WHEREAS, Dresdner Robin has submitted the attached revised proposal dated January 10, 2011 in the amount of \$22,500.00; and

WHEREAS, Dresdner Robin, 371 Warren Street, P.O. Box 38, Jersey City, New Jersey 07302 possesses the necessary qualifications to undertake this design work; and

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

WHEREAS, the additional amount to be encumbered for this amendment shall not exceed **TWENTY-TWO THOUSAND FIVE HUNDRED SEVENTY-ONE AND 00/100 (\$22,500.00)** bringing the overall base contract amount to **SIXTY-NINE THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$69,200.00)**; and

WHEREAS, Dresdner Robin have submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the funds are available for this expenditure from account no.

<u>Account</u>	<u>P. O. No.</u>	<u>Amount</u>
04-215-55-208-990	100494	\$69,200.00

JAN 26 2011

TITLE:

RESOLUTION AMENDING A PROFESSIONAL SERVICE AGREEMENT WITH DRESDNER ROBIN IN CONNECTION WITH CIVIL ENGINEERING SERVICES FOR BAYSIDE PARK - RENOVATION, PROJECT NO. 2005-020, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE.

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

1. a. The agreement with **Dresdner Robin** is amended to increase the fee by an additional **\$22,500.00**; and
- b. The contract will be increased by an additional six (6) months; and
- c. The contract is amended to include the attached revised proposal dated January 10, 2011; and
- d. All other terms and conditions of the agreement shall remain in effect; and
2. This Agreement shall be subject to the condition that Dresdner Robin provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

J.A. 1/14/11

I, Donna Mauer (Donna Mauer), as Chief Financial Officer hereby certify that these funds are available for this expenditure.

<u>Account</u>	<u>P. O. No.</u>	<u>Amount</u>
04-215-55-208-990	100494	\$69,200.00

ab
January 11, 2011

APPROVED: *Rodney Noddy*
 APPROVED: *[Signature]*
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required
 Not Required

APPROVED **7-0**
1/26/11

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY	✓			FULOP	✓			FLOOD		ABSENT	
LOPEZ	✓			RICHARDSON		ABSENT		BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan
 Peter M. Brennan, President of Council

Robert Byrne
 Robert Byrne, City Clerk

LEGISLATIVE FACT SHEET

This summary sheet is to be attached to any ordinance or resolution submitted for Council consideration. Incomplete or sketchy summary sheets will be returned. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. FULL TITLE OF LEGISLATION:

RESOLUTION AMENDING A PROFESSIONAL SERVICE AGREEMENT WITH DRESDNER ROBIN IN CONNECTION WITH CIVIL ENGINEERING SERVICES FOR BAYSIDE PARK - RENOVATION, PROJECT NO. 2005-020, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE.

2. NAME, TITLE, AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:

Brian F. Weller, L.L.A., Acting Director, Division of Architecture; 547-5900

3. DESCRIPTION OF THE PROGRAM, PROJECT, PLAN, PURCHASE, ETC.

Due to signs of deterioration which include wall movement, pavement separation in the roadway and stone separation within the wall itself of the retaining wall outside of the cul-de-sac, it has become necessary to change the original scope of work to include repair and stabilization of the entire retaining wall. Therefore, it is also necessary to have Dresdner Robin design plans and specifications for a new retaining wall.

4. ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:

Provide for a stable wall to protect the public safety in proximity of the wall; Bayside Terrace and the new park playground.

**5. COST OF PROPOSED PROGRAM OR PURCHASE:
(IF EQUIPMENT PURCHASE, WHAT DOES IT REPLACE.
HOW WILL THE PROGRAM OR PURCHASE BE FUNDED?):**

The funds for this increase are available in account number 04-215-55-208-990 in the amount of the **TWENTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$22,500.00)** bringing the overall base contract amount to **SIXTY-NINE THOUSAND TWO HUNDRED EIGHTY DOLLARS (\$69,200.00)**; and

6. IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:

Design work will commence upon Council approval.

7. ANTICIPATED COMPLETION OF PURCHASE DATE:

Six (6) Months

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.

Brian Weller
SIGNATURE OF DIVISION DIRECTOR

1.12.11
DATE

Rodney Stoddy
SIGNATURE OF DEPARTMENT DIRECTOR

1/13/11
DATE



CITY OF JERSEY CITY

DIVISION OF PURCHASING
1 JOURNAL SQUARE PLAZA, JERSEY CITY, N.J. 07306
TEL. NO. (201) 547-5155 FAX NO. (201) 547-6586

SK
01/12/11

REQUEST FOR CHANGE ORDER OR CANCELLATION

C.O. NO.

FROM: <i>Brian F. Weller</i> Brian F. Weller, L.L.A, Acting Director	PURCHASE ORDER NO. 100494
APPROVED: <i>[Signature]</i>	REQUISITION NO. R0151111
	ORIGINAL AMOUNT \$46,700.00
DEPT./DIV. Public Works/Architecture	BUD. YEAR: 11 FUND: 04 G/L NO: 215
DATE: January 11, 2011	CAFR: 55 SUB LDGR: 208 OBJ: 990
VENDOR NAME: Dresdner Robin & Associates	VENDOR NO. DR165740

PLEASE CHANGE CANCEL THIS PURCHASE ORDER FOR THE FOLLOWING REASON:

- AMOUNT IS WRONG \$ 46,700.00 INCREASE BY \$ 22,500.00
- IT SHOULD BE \$ 69,200.00 DECREASE BY \$ _____
- BUD. YR. _____ FUND: _____ G/L NO.: _____ IS WRONG
IT SHOULD BE BUD. YR. _____ FUND _____ G/L NO. _____
- CAFR: _____ SUB LDGR: _____ OBJ: _____ IS WRONG
IT SHOULD BE CAFR: _____ SUB LDGR: _____ OBJ: _____
- VENDOR NUMBER IS WRONG: _____
IT SHOULD BE _____
- VENDOR NAME IS WRONG: _____
IT SHOULD BE _____
- VENDOR ADDRESS IS WRONG: _____
IT SHOULD BE _____
- SHIPPING CHARGE IS WRONG: \$ _____ IT SHOULD BE \$ _____

LGFS BATCH NO. _____

DESCRIBE IN DETAIL REASON FOR CHANGE ORDER OR CANCELLATION:

Bayside Park - Renovation, Project No. 2005-020 - Increase for Design and Construction Administration for a new Retaining Wall.

COPY

BUYER: _____
REMARKS: _____

PETER FOLGADO
PURCHASING DIRECTOR

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



CITY OF JERSEY CITY
 1 JOURNAL SQUARE PLAZA
 JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER
100494

PURCHASE ORDER & VOUCHER

CHECK NO. _____
 CHECK DATE _____
 VOUCHER NO. _____
 VENDOR INV.# _____

REQUISITION # 0151111
 BUYER PROFSRVC

07/14/2010 DR165740

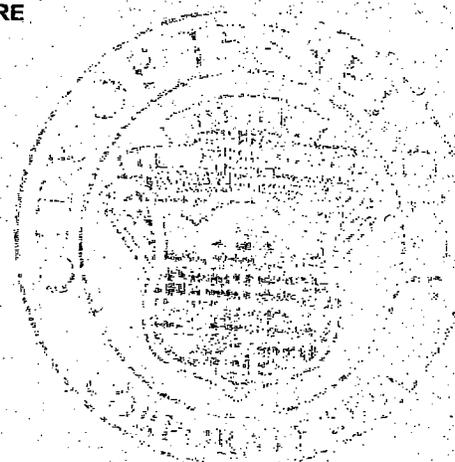
VENDOR INFORMATION

DRESDNER ROBIN & ASSOCIATES
 371 WARREN STREET
 P.O. BOX 38
 JERSEY CITY NJ 07302

DELIVER TO

ARCHITECTURE
 575 ROUTE 440
 JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	BAYSIDE PARK RESO AWARDING A PROFESSIONAL SERVICE IN CONNECTION WITH ENGINEERING SUPPORT & INSPECTION SERVICES FOR THE RENOVATION OF BAYSIDE PARK, PROJECT NO. 2005-020, FOR THE DEPARTMENT OF PUBLIC WORKS DIVISION OF ARCHITECTURE	04-215-55-208-990	46,700.0000	46,700.00



RECEIVED
 2010 AUG 10 AM 11:30
 DIVISION OF ARCHITECTURE

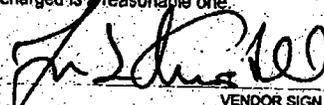
COPY

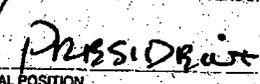
TAX EXEMPTION NO. 22-6002013

PO Total 46,700.00

CLAIMANT'S CERTIFICATION AND DECLARATION

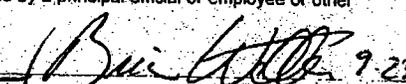
I do, solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection 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


 PRESIDENT
 OFFICIAL POSITION DATE 9/23/10

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.

ACTING DIRECTOR  9-23-10
 TITLE OR POSITION DATE

APPROVED BY THE PURCHASING AGENT  8/9/10
 DATE

APPROVED BY ACCOUNTS & CONTROL _____
 DATE

Original Copy

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE DELIVER TO ADDRESS

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

City Clerk File No. Res. 10-531

Agenda No. 10.Z.15

Approved: AUG - 4 2010

TITLE:



RESOLUTION AWARDING A PROFESSIONAL SERVICE AGREEMENT TO DRESDNER ROBIN, IN CONNECTION WITH ENGINEERING SUPPORT AND INSPECTION SERVICES FOR THE RENOVATION OF BAYSIDE PARK, PROJECT NO. 2005-020, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City requires the services of a Site/Civil Engineering Consultant to provide engineering support and inspection services in connection with the renovation of Bayside Park, Jersey City which is currently under construction; and

WHEREAS, The City of Jersey City has solicited proposals for the above-mentioned work. Three (3) proposals were received from:

Dresdner Robin:	\$46,700.00
HNTB Architects Engineers Planners:	Declined see attached
Lichtenstein Consulting Engineers, Inc.:	Declined see attached

WHEREAS, Dresdner Robin, 371 Warren Street, P.O. Box 38, Jersey City, New Jersey 07302 possesses the necessary qualifications to undertake this project and has submitted the attached proposal dated July 7, 2010; and

WHEREAS, these funds are available for this expenditure from Account:

04-215-55-208-990 P.O. No. *100494* \$46,700.00

WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) These services are professional services which may be awarded without public bidding; and

WHEREAS, Dresdner Robin, has submitted to the City of Jersey City's Division of Architecture, the attached proposal dated July 7, 2010 for the needed services; and

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 the firm of Dresdner Robin for a lump sum fee not to exceed FORTY-SIX THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS (\$46,700.00).
2. The Mayor or Business Administrator hereby authorized to execute the agreement; subject to such modification as the Corporation Counsel deems necessary or appropriate, and to take such other steps as may be necessary to effectuate purpose of this resolution.
3. A copy of this Resolution be published in a newspaper of general circulation within the City of Jersey City as required by law within ten (10) days of the adoption of this Resolution.

COPY

City Clerk File No. Res. 10-531

Agenda No. 10.Z.15

TITLE: AUG - 4 2010

RESOLUTION AWARDING A PROFESSIONAL SERVICE AGREEMENT TO DRESDNER ROBIN, IN CONNECTION WITH ENGINEERING SUPPORT AND INSPECTION SERVICES FOR THE RENOVATION OF BAYSIDE PARK, PROJECT NO. 2005-020, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE.

- 4. The Contract be awarded without competitive bidding as a "professional" service; under the provisions of the Local Public Contracts Law because the services will be rendered by persons authorized by law to practice a recognized profession; and
- 5. The award of this agreement shall be subject to the condition that Consultant provide satisfactory evidence of compliance with the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et-seq.
- 6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

*g.A.
7/15/10*

[Signature] (DONNA MAUER), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account No. 04-215-55-208-990 for payment of the above Resolution.

July 8, 2010
ab

APPROVED: *[Signature]*

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/4/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA		ABSENT	
DONNELLY	✓			FULOP	✓			FLOOD		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

DRESDNER ROBIN

November 9, 2010
December 15, 2010 (revised)
January 10, 2011 (revised)

Mr. Brian F. Weller, L.L.A.
Division of Architecture
575 Route 440, Second Floor
Jersey City, NJ 07305

**Re: Proposal for Additional Engineering Services
Bayside Park Renovation
Project No. 2005-020
DR Project No. B769-11**

Dear Mr. Weller:

Pursuant to our recent site meeting and communications, Dresdner Robin is pleased to present this revised Proposal for additional Engineering Services at Bayside Park. Specifically, the existing stone retaining wall along the south side of Bayside Terrace is showing noticeable signs of deterioration along its entire length and you have decided to stabilize the entire structure instead of a limited portion at the cul-de-sac end of the Terrace. Signs of deterioration include wall movement, as evident by pavement separation in the roadway, and stone separation within the wall itself.

A majority of our services will be performed by our subconsultant, JZN Engineering PC, of South Bound Brook, NJ. JZN previously prepared the design documents to stabilize the cul-de-sac portion of the wall. You have met Nejm Jundi, PE, President of JZN, on several occasions, including the recent site inspection to review the overall wall condition. During that site inspection, it was generally agreed to design and construct a poured concrete wall immediately in front of the existing wall, along its entire length. The existing wall will not be demolished and will be utilized as a temporary shoring during construction of a new wall. Also discussed during the site inspection were the existing steps immediately to the west of the cul-de-sac portion of the wall. It is our understanding that these steps will be abandoned in place and the area backfilled to accommodate the new wall design. New steps are not proposed.

Based on our understanding of the existing site conditions and the design criteria, we propose to undertake the following scope of work:

Engineering
Environmental
Planning
Land Survey
Landscape
Architecture
Real Estate
Consulting

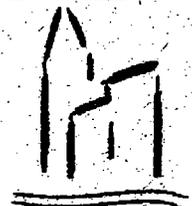
371 Warren St
P.O. Box 38
Jersey City, NJ 07303
201.217.9200
Fax: 201.217.9607

603 Mattison Ave
Suite 201
Asbury Park, NJ 07712
732.988.7020
732.988.7032 FAX

4300 Haddonfield Rd
Suite 115
Pennsauken, NJ 08109
856.488.6200
856.488.4302 FAX

7 Dolg Rd
Suite 1
Wayne, NJ 07470
973.696.2600
973.696.1362 FAX

DresdnerRobin.com



PROPOSED SCOPE OF WORK

TASK I: CONCRETE RETAINING WALL DESIGN

This task will include Professional Engineering design services for the development and preparation of a concrete retaining wall design and stability calculations and materials specifications (concrete, reinforcing steel rebar type, length and strength). Services include the design and stability calculations; and preparation of final design plans showing elevations of the walls, details of the wall sections, and general notes regarding recommendations for construction of the proposed retaining walls. Our engineering analysis and construction plans will be prepared by a Professional Engineer Licensed in the State of New Jersey.

TASK II: PROJECT MEETINGS, CONFERENCE CALLS, & SITE VISITS

This task will include attendance of meetings, conference calls, and site visits as requested or needed. Services will be provided to the extent requested by the client.

FEE BREAKDOWN

<u>TASK</u>	<u>FEE</u>
Task I: Concrete Retaining Wall Design	\$ 20,000
Task II: Project Meetings, Conference Calls, Site Visits	\$ <u>2,500</u>
Total for Concrete Wall Design (Tasks I & II)	\$ 22,500

ASSUMPTIONS AND EXCLUSIONS

We have prepared the proposed scope of work and cost estimate based on these additional assumptions:

- Any additional document information sources such as Site Plans, Surveys, Proposed Architectural-Structural-Mechanical Drawings, and/or previously conducted Property Condition Reports shall be provided to our office and serve to aid the rendering of our services;
- Site access will be authorized and provided by client for the duration of our design services;
- The following are specifically excluded from the proposed scope of work: Construction Administration/Observation/Management services; pre and post construction certifications/controlled inspections; step design.

LIMITATIONS

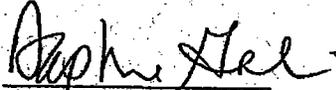
The forgoing scope of work and fee proposal has been prepared based on typical projects performed by Dresdner Robin on similar sites.

Unless specifically limited in a written agreement between Dresdner Robin and Jersey City, Dresdner Robin has the right to rely on information provided by Jersey City or by other Design Professionals employed by Jersey City. Work of other Design Professionals furnished to Dresdner Robin for use under this Agreement, Jersey City represents it owns the Work or has obtained the necessary authorization to permit use by Dresdner Robin.

Dresdner Robin anticipates being able to commence work immediately upon receiving your notice to proceed. To initiate this project, Dresdner Robin requests acceptance of this letter and confirmation of our engagement by your signature in the place provided below. The Contract between the City of Jersey City and Dresdner Robin consist of this Proposal and Attachments. Progress billing will be provided on a monthly cycle in accordance with the Jersey City standard professional services agreement.

If you have any questions regarding the information presented in this proposal, please do not hesitate to call me at 201.217.9200, ext 276.

Very truly yours,
DRESDNER ROBIN



Daphne A. Galvin, PE
Director of Engineering

Encl: Fee Schedule
Standard Terms and Conditions

**DRESDNER ROBIN
2011 FEE SCHEDULE**

<u>PROFESSIONAL SERVICES</u>	<u>HOURLY RATE</u>
Principal	\$ 215.00
Director	\$ 180.00
Associate Consultant	\$ 165.00
Professional VII*	\$ 149.00
Professional VI*	\$ 134.00
Professional V*	\$ 118.00
Professional IV*	\$ 108.00
Professional III*	\$ 98.00
Professional II*	\$ 88.00
Professional I*	\$ 77.00
Technician IV**	\$ 98.00
Technician III**	\$ 88.00
Technician II**	\$ 77.00
Technician I**	\$ 72.00
Administrative Support	\$ 67.00
Survey Crew 2-person	\$ 165.00
Survey Crew 3-person	\$ 215.00
Licensed Site Remediation Professional (LSRP)	\$ 180.00
Court Testimony (4 hr. Minimum)	\$260.00 / Hour
Public Hearing- Meeting/Testimony	\$670.00 / Meeting

*Professional Designations apply to any discipline: Engineer, Environmental Scientist, Surveyor, Landscape Architect, Planner
 **Technician Designations may apply to any discipline. Functional titles also may include: Construction Resident, Construction Inspector, CAD Operator

Effective 1/01/11

Client's Initials _____

STANDARD TERMS AND CONDITIONS

The standard terms and conditions applicable to any Agreement with Dresdner Robin Environmental Management, Inc. ("Dresdner Robin") are as follows:

1. **STANDARD OF CARE.** Services performed by Dresdner Robin under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions and in accordance with all applicable governmental laws, rules and regulations. Dresdner Robin does not make and by the Agreement hereby makes no other representation, warranty, or guarantee of any kind, expressed or implied, in the Agreement, or in any report, opinion, document or other communication, whether in oral, written or electronic form, delivered or supplied in connection with the Agreement.
2. **TERMINATION AND SUSPENSION.** Either party may terminate the Agreement for any reason by giving fourteen (14) days written notice of intent to do so. Notwithstanding any termination of the Agreement, Client shall pay Dresdner Robin for all services rendered as of the effective date of termination. Dresdner Robin reserves the right to suspend services immediately after the account becomes Past Due (as defined below). Dresdner Robin will have no liability whatsoever to the Client for any costs or damages resulting from such suspension.
3. **RETAINER.** If a retainer is required by the Agreement, Client shall submit the retainer payment at the execution of the Agreement. Dresdner Robin will credit the retainer payment against the final invoice. Notwithstanding the foregoing, should the Client's account become Past Due, Dresdner Robin reserves the right to apply the retainer against such Past Due amount and the Client shall be responsible for immediately replenishing the retainer. If the scope of work contemplated by this Agreement is modified or changed in any way, Dresdner Robin reserves the right to request an additional retainer to be paid upon acceptance of such modification.
4. **INVOICES, INTEREST, AND PAYMENT.** Except where noted, Dresdner Robin will perform the work on a time and materials expense basis in accordance with the Fee Schedule, which is subject to review and update. Lump Sum services will be billed on a percentage completion basis.
 - a. Invoices are to be paid in full within 30 days of the date of invoice. A Client's account is considered past due if any amount due remains unpaid 30 days after the invoice date ("Past Due").
 - b. 1.5% interest, calculated monthly, from the date of the original invoice, will be imposed on all bills that remain unpaid after 30 days.
 - c. Client has 30 days from the date of invoice in which to dispute any invoiced amount. Disputes must be in writing. If Client does not dispute any invoice within 30 days of its date, it is immediately due in full.
 - d. All payments are to be delivered to Controller, Dresdner Robin, 371 Warren St P.O. Box 38 Jersey City, NJ 07303-0038.
5. **EQUIPMENT, SUPPLIES, AND OTHER CHARGES:**
 - a. Time for field and out-of-office meeting activities is charged portal-to-portal.
 - b. Subcontractor services and the costs associated with the rental of specialized equipment will be billed at cost plus 10%.
 - c. Client is obligated to pay Dresdner Robin for reimbursable expenses, including application fees, printing and reproduction, delivery expenses, specialized equipment or materials, laboratory charges, etc. In addition, any significant third party expense incurred may be directly billed to the Client for direct payment to said third party.

- d. Charges for company-owned equipment and expendable supplies will be billed according to Dresdner Robin's schedule of charges.
 - e. All direct charges (i.e. rental vehicles, meals, air/rail travel and lodging, etc. and outside delivery and reproduction costs) will be billed at cost plus 5%. The use of personal vehicles for travel outside of NY and NJ will be charged at the then current (business use) IRS mileage recommendation.
 - f. Printing/Reproduction, in-house large format copies will be invoiced at \$0.65 per square foot.
 - g. Communications, internal reproduction and local use of personal vehicles will be covered by a charge of 1.5% of direct labor costs.
6. **CONFIDENTIALITY.** Dresdner Robin shall not intentionally divulge technical information related to services to be performed in connection with the Agreement without the prior written consent of Client, except (i) to employees, agents, subcontractors, and representatives who have a need to know such technical information for the performance of their duties as employees, agents, subcontractors or representatives; (ii) to the extent disclosure to a government entity or third party is requested by Client as part of Dresdner Robin's scope of services; (iii) to the extent that such technical information is previously known to Dresdner Robin or that becomes known through legal means, is public knowledge, or subsequently becomes public knowledge through no fault of Dresdner Robin and without breach of the Agreement; (iv) with respect to any disclosures that are compelled by any requirement of law or pursuant to any legal proceeding; provided that Dresdner Robin shall notify Client and use its commercially reasonable efforts determined by the circumstances to cooperate with Client, at Client's expense, to obtain a protective order or other similar determination with respect to the disclosure of such technical information; (v) to the extent necessary to comply with laws, regulations, ordinances, court orders, governmental directives, legal obligations and professional standards of conduct regarding the reporting of findings to appropriate public agencies; and (vi) to protect Dresdner Robin against claims or liabilities arising from the performance of the work under the Agreement.
7. **INDEMNIFICATION.** Dresdner Robin agrees to hold harmless, indemnify and defend Client from and against any liability to the extent resulting from Dresdner Robin's negligent acts, errors or omissions in the performance of the services provided pursuant to the Agreement. Notwithstanding the foregoing, it is specifically understood and agreed that such indemnification shall be limited to the actual damages incurred. In no event shall Dresdner Robin be liable for any special, incidental, punitive, consequential damages, lost profits, commercial losses, or any other indirect damages. Dresdner Robin will not be liable for and will not indemnify the Client for the Client's own negligence.
8. **INSURANCE REQUIREMENTS.** Dresdner Robin will procure and maintain (1) statutory worker's compensation insurance coverage; (2) general liability insurance coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate; (3) Automobile Liability Coverage in the amount of \$1,000,000 Combined Single Limit; and (4) professional liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, on a claims made basis. These insurances shall be with an acceptable insurance company authorized to do business in the State of New Jersey or State in which service is to be performed. All liability insurance policies written on a claims-made basis shall be maintained for a minimum of three (3) years following completion of all services under the Agreement as long as it is reasonably available under standard policies at rates comparable to those currently in effect.
9. **COMPLIANCE WITH LAWS.** Dresdner Robin and Client agree to comply with all applicable Local, State, and Federal laws and regulations pertaining to work under the Agreement.

10. **OWNERSHIP AND RETENTION OF MATERIALS AND DOCUMENTS.** All reports, field notes, laboratory test data, calculations, estimates, plans, and other similar documents ("Documents") are instruments of service, not products and have been prepared solely for this project, in consideration of time-specific circumstances and regulatory requirements. Ownership is retained by Dresdner Robin. In the event Client requires ownership of the Documents, Client shall indemnify Dresdner Robin against any claims arising from its use beyond the purpose for which it was prepared.
11. **USE AND REUSE OF MATERIALS AND DOCUMENTS.** Any Documents are provided for the sole and exclusive use of the Client for specific application to the project. Any third party use of or reliance upon such Documents is prohibited without the express, written authorization of Dresdner Robin. Client agrees to defend, indemnify and hold harmless Dresdner Robin, its sub-consultants, officers, shareholders, agents and employees from and against any and all claims, damage, liability, costs, judgment, suits or expense (including reasonable defense and attorney fees) arising from any reuse or modifications of Documents and from any use of electronically prepared Documents (due to the unsecured nature of electronic documents).
- a. Client agrees that should any differences exist between printed drawings, specifications or other Documents delivered by Dresdner Robin in connection with the project and the electronic Documents, the information contained in the printed documents shall be presumed to be correct and take precedence over the electronic Documents.
 - b. If documents issued by Dresdner Robin do not expressly state "For Construction", the Client indemnifies Dresdner Robin for any and all claims associated from using the Documents for construction purposes.
12. **NOTICES.** Any notice required to be given under the Agreement is validly given, made or served if in writing and delivered personally; sent by registered or certified mail, return receipt required, postage prepaid, and addressed to the address listed in the Agreement and to: Christine Payne, Operations Manager, Dresdner Robin Environmental Management Inc., 371 Warren St P.O. Box 38 Jersey City, NJ 07303-0038; or by facsimile and/or email, with a hard copy of such transmission to be sent by mail.
13. **SUCCESSORS AND ASSIGNS.** The Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any other person or entity as a third-party beneficiary or otherwise under any theory of law.
14. **SEVERABILITY.** If any provisions of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and Dresdner Robin and the Client will in good faith attempt to replace any such invalid, illegal, or unenforceable provision or provisions with one that is valid, legal and enforceable and which comes as close as possible to expressing the intent of the original provision or provisions.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES 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 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

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 personal 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, 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 subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

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

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

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

Representative's Name/Title (Print):

Fred Worstell, President

Representative's Signature:

Name of Company: Dresdner Robin

Environmental Management Inc.

Tel. No.: 201-217-9200 Date: 1/12/2011

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

The contractor and the City of Lucy 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): Fred Worstell, President
Representative's Signature: [Signature]
Name of Company: Dresdner Robin Environmental Management Inc
Tel. No.: 201-217-9200 Date: 11/12/2011

**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 : Dresdner Robin Environmental Management Inc
Address : 371 Warren St (P.O.Box 38) Jersey City, NJ 07303-0038
Telephone No. : 201-217-9200
Contact Name : Fred Worstell x 234

Please check applicable category :

- Minority Owned Business (MBE)
- Minority & Woman Owned Business (MWBB)
- Woman Owned business (WBB)
- Neither we are an SBE

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

**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-2006** to **15-JAN-2013**

**DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT
371 WARREN STREET
JERSEY CITY NJ 07302 3035**



A handwritten signature in cursive script, appearing to read "John P. Lerman".

State Treasurer

**STATE OF NEW JERSEY
 BUSINESS REGISTRATION CERTIFICATE
 FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS**

DEPARTMENT OF TREASURY/
 DIVISION OF REVENUE
 PO BOX 222
 TRENTON, NJ 08646-0222

TAXPAYER NAME:
 DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT,

TRADE NAME:

TAXPAYER IDENTIFICATION#:
 223-142-211/000

SEQUENCE NUMBER:
 0104629

ADDRESS:
 371 WARREN ST. P O BOX 38
 JERSEY CITY NJ 07303-0038

ISSUANCE DATE:
 08/05/02

EFFECTIVE DATE:
 12/12/91

J.P. & Tully

FORM-BRC(08-01)

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

PART II - Signature and Attestation:

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

Name of Business Entity: Dresdner Robin Environmental Mgmt., Inc

Signed *[Signature]* Title: President

Print Name: Fred Worstell Date: 1/12/2011

Subscribed and sworn before me
this 12 day of Jan, 2011.
My Commission expires: 6/18/2014

Christine Payne
(Affiant)
Christine Payne, 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.**

011772027008ENVy to PlayPay-to-Play Certification Following Ord. 08-128.wpd

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).

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	Fulop 2009 Inc.
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
Friends of Phil Kenny	Healy for Mayor 2009
Friends of Nidia R. Lopez	

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Frederick (Fred) Worstell	30 Oak Ridge Rd Basking Ridge NJ07920

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: Dresdner Robin Environmental Management Inc ("Dresdner Robin

Signed: [Signature] Title President

Print Name: Fred Worstell Date: 1/12/2011

Subscribed and sworn before me this 12 day of January, 2011

My Commission expires: 6/18/2014

[Signature]
(Attiant)
Christine Payne, Notary
(Print name & title of affiant) (Corporate Seal)

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

City Clerk File No. _____ Res. 11-046

Agenda No. _____ 10.T

Approved: _____ JAN 26 2011

TITLE:



RESOLUTION AWARDING A CONTRACT TO RELIASTAR LIFE INSURANCE COMPANY TO PROVIDE STOP GAP INSURANCE FOR EMPLOYEES AND RETIREES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, the City of Jersey City must provide Stop Gap Insurance for all employees and retirees; and

WHEREAS, Reliastar Life Insurance Company is a provider of Stop Gap insurance; and

WHEREAS, stop gap insurance is a policy that protects the City from catastrophic claims that exceed \$225,000 per individual; and

WHEREAS, the City of Jersey City desires to enter into an agreement, with Reliastar Life Insurance Company for a period of one (1) year beginning January 1, 2011 and ending December 31, 2011; and

WHEREAS, the City of Jersey City may enter into a contract for stop gap insurance pursuant to N.J.S.A. 40A:11-5(1)(m) as an Extraordinary Unspecifiable Service ("EUS"); and

WHEREAS, John Kelly, the City Business Administrator, has certified that these services qualify as extraordinary, unspecifiable service under the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(ii); and

WHEREAS, contracts with insurance companies are not subject to the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et.seq.

WHEREAS, the total amount of the one (1) year contract is TWO MILLION ONE HUNDRED TWENTY THREE (\$2,123,000.00) DOLLARS; and

WHEREAS, during the term of this contract the City Purchasing Agent is authorized to issue change orders, not to exceed twenty (20%) percent to cover cost increases resulting from the hiring of new employees; and

WHEREAS, funds in the amount of TWO HUNDRED SEVENTY NINE THOUSAND DOLLARS (\$279,000) are available in the 2011 temporary calendar year budget in account number 11-01-201-23-220-802; and

WHEREAS, the continuation of this agreement is contingent upon the availability and appropriation annually of sufficient funds in the 2011 calendar year budget.

TITLE: **JAN 26 2011**

**RESOLUTION AWARDING A CONTRACT TO RELIASTAR
LIFE INSURANCE COMPANY TO PROVIDE STOP GAP
INSURANCE FOR EMPLOYEES AND RETIREES AS AN
EXTRAORDINARY UNSPECIFIABLE SERVICE**

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

1. Subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the contract attached hereto with Reliastar Life Insurance Company to provide stop gap insurance for active employees and retirees for a term of one year (1) beginning January 1, 2011 and expiring on December 31, 2011.
2. The total cost to the city for the one (1) year contract is Two Million One Hundred Twenty Three Thousand (\$2,123,000.00) Dollars.
3. The contract is authorized as an EUS pursuant to N.J.S.A. 40A:11-5(1)(a)(ii), N.J.S.A. 40A:11-5(1)(m), and for the reasons stated in the EUS certification executed by the Business Administrator and attached hereto.
4. The contract shall contain a clause making the continuation of the contract after the expenditure of funds encumbered in the 2011 calendar year temporary budget subject to the appropriation of sufficient funds in the 2011 calendar year permanent budget.
5. Upon certification by an official or employee of the city authorized to attest that Reliastar Life Insurance Company has provided services in accordance with the contract, then; payments to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. 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 ten (10) days of the adoption of this resolution.
7. The award of this contract shall be subject to a condition that Reliastar Life Insurance Company provides satisfactory evidence of compliance with the applicable Affirmative Action amendments to the Law Against Discrimination, N.J.S.A 10:5-31 et seq.

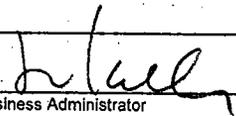
TITLE: **JAN 26 2011**

RESOLUTION AWARDING A CONTRACT TO RELIATAR LIFE INSURANCE COMPANY TO PROVIDE STOP GAP INSURANCE FOR EMPLOYEES AND RETIREES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE

I, Donna Mauer, 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. *P.O. No. 102201*



Donna Mauer,
Chief Financial Officer

APPROVED: _____
APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM _____
Corporation Counsel

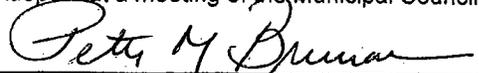
Certification Required
Not Required

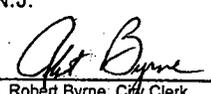
APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
										1/26/11	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY	✓			FULOP	✓			FLOOD			ABSENT
LOPEZ	✓			RICHARDSON			ABSENT	BRENNAN, PRES	✓		

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

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


Peter M. Brennan, President of Council


Robert Byrne, City Clerk

CERTIFICATION OF JOHN KELLY IN SUPPORT OF AWARDING A CONTRACT TO
RELIASTAR LIFE INSURANCE COMPANY FOR STOP GAP INSURANCE AS AN
EXTRAORDINARY UNSPECIFIABLE SERVICE CERTIFICATION

DATE: January 12, 2011
TO: Municipal Council
FROM: John Kelly, Business Administrator
RE: Contract to provide stop gap insurance for
Active Employees and Retirees

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Reliastar Life Insurance Company
Cost: \$2, 143,000.00
Period: January 1, 2011 thru December 31, 2011
Purpose: To provide a stop gap insurance policy for
active employees and retirees of the City
of Jersey City

This is to request an award of a contract without receipt of formal bids as an Extraordinary, Unspecifiable Service (N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b)). I do hereby certify to the following:

1. Provide a clear description of the nature of the work to be done.

Reliastar Life Insurance Company will provide a stop gap insurance policy for all active employees and retirees in the event that medical bills for an individual surpass \$225,000.00 in a given plan year. This is an umbrella policy that protects the City from catastrophic claims.

2. Describe in detail why the contract meets the provisions of the statute and rules:

The contract is to provide stop gap insurance coverage for City non-management employees. N.J.S.A. 40A:11-5(m) states that contracts for insurance may be awarded in accordance with the regulations applicable to extraordinary, unspecifiable service contracts.

3. The service is of such a specialized and qualitative nature that the performance of the service cannot be reasonably described by written specifications because:

It is insurance that is coupled with the Horizon health insurance and a necessity with a group the size of the City of Jersey City for claims protection in the event of any catastrophic incidents.

4. Describe the informal solicitation of quotations:

The following solicitations were obtained by Frenkel & Co., Inc. Each provider gave a monthly premium.

Reliastar	Horizon*	Horizon**	Perico**
\$176,917.00	\$177,101.00	\$353,769.00	\$510,976.00

*\$250,000.00 for total individual claim

** \$200,000.00 for total individual claim

5. I have reviewed the rules of the Division of Local Government Services as contained in N.J.A.C. 5:34-2.1 et. seq. And certify that the proposed contract may be considered as an extraordinary, unspecifiable service in accordance with the requirements thereof.

Respectfully submitted,

John Kelly
Business Administrator

CITY OF JERSEY CITY

Requisition #

0153094

Assigned PO #

Requisition

Vendor
RELIASTAR LIFE INSURANCE CO
20 WASHINGTON AVENUE SO.
MINNEAPOLIS MN 55401

Dept. Bill To
HEALTH BENEFITS
CITY HALL
280 GROVE ST. ROOM 107
JERSEY CITY NJ 07302

Dept. Ship To
CITY HALL
280 GROVE ST. ROOM 107
JERSEY CITY NJ 07302

RE460350

Contact Info
MICHALINE YURCIK
0000005515

<u>Quantity</u>	<u>UOM</u>	<u>Description</u>	<u>Account</u>	<u>Unit Price</u>	<u>Total</u>
1.00	1	STOP GAP INSURANCE	01-201-23-220-802	279,000.00	279,000.00

STOP GAP INSURANCE FOR EMPLOYEES, RETIREES
AND THEIR ELIGIBLE DEPENDENTS FOR THE PERIOD
OF JANUARY 1, 2011 THRU DECEMBER 31, 2011

TOTAL CONTRACT AMOUNT: \$2,123,000.00
AMOUNT TO BE ENCUMBERED: \$279,000.00

Requisition Total 279,000.00

Req. Date: 01/04/2011

Requested By: MICHALNE

Approved By: _____

Buyer Id:

This Is Not A Purchase Order

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: Scott Knowlton
Representative's Signature: [Signature]
Name of Company: ING - ReliaStar Life Ins Company
Tel. No.: (613) 342-7750 Date: 1/4/11

RECEIVED -
Office of Equal Opportunity/
Affirmative Action

2011 JAN 19 PM 2:10

(REVISED 10/05)

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)

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 or sex. Except with respect to affectional or sexual orientation, 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 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of 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 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 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 19 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): Scott Knowlton
Representative's Signature: *Scott Knowlton*
Name of Company: TNG/ReliaStar
Life Insurance Company
Tel. No.: (612) 342-7750 Date: 1/4/11

**AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

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

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: ING - Reliastar Life Insurance Company
SIGNATURE: Scott Knowlton DATE: 1/4/11
PRINT NAME: Scott Knowlton TITLE: UP

Certification 44983

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-MAY-2010** to **15-MAY-2013**

ING LIFE INSURANCE AND ANNUITY COMPANY
ONE ORANGE WAY
HARTFORD

CT 06095



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

Andrew P. Sidamon-Eristoff
Acting State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: RELIASTAR LIFE INSURANCE COMPANY

Trade Name:

Address: 20 WASHINGTON AVENUE SO
MINNIA NEAPOLIS, MN 55401

Certificate Number: 0851022

Effective Date: June 01, 1966

Date of Issuance: January 16, 2008

For Office Use Only:

20080116165543488

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

City Clerk File No. Res. 11-047
Agenda No. 10.U
Approved: JAN 26 2011
TITLE:



RESOLUTION AWARDING A CONTRACT TO HORIZON BLUE CROSS/BLUE SHIELD OF NEW JERSEY TO ADMINISTER THE CITY'S SELF FUNDED HEALTH PLAN AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)

WHEREAS, Resolution 07-854 approved on November 7, 2007 authorized a contract with Horizon Blue Cross/Blue Shield of New Jersey (Horizon) to administer the City's Self-Funded Health Plan for City of Jersey City employees and retirees; and

WHEREAS, the contract was awarded as an Extraordinary Unspecifiable Services Agreement pursuant to N.J.S.A. 40A:11-5(1)(m) of the Local Public Contracts Law; and

WHEREAS, Resolution 07-854 authorized the Business Administrator to execute a contract with Horizon for the provision of such services; and

WHEREAS, the contract was in effect from of January 1, 2008 through December 31, 2010; and

WHEREAS, Horizon has provided administrative services for the City's Self Funded Health Plan from January 1, 2008 to December 31, 2010; and

WHEREAS, the City wishes to enter into an agreement with Horizon to provide administrative services for the City's Self-Funded Health Plan from January 1, 2011 to December 31, 2011 with the option to renew for two additional one year terms; and

WHEREAS, the City of Jersey City may enter into a contract for administrative services pursuant to N.J.S.A. 40A:11-5(1)(m) as an Extraordinary Unspecifiable Service ("EUS"); and

WHEREAS, John Kelly the City Business Administrator, has certified that these services qualify as an extraordinary, unspecifiable service under the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(ii); and

WHEREAS, contracts with insurance companies are not subject to the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et. seq.

WHEREAS, the total contract amount paid to Horizon Blue Cross Blue Shield of New Jersey will be for the payment of their administrative fees and claims incurred by all eligible enrollees; and

WHEREAS, the total contract amount for the period of January 1, 2011 to December 31, 2011 is FIFTY-TWO MILLIONS (\$52,000,000.00) DOLLARS; and

WHEREAS, during the time of this contract the City Purchasing Agent is authorized to issue change orders, if required, not to exceed twenty (20%) percent; and

WHEREAS, funds in the amount of TWELVE MILLION (\$12,000,000.00) DOLLARS are available in the 2011 temporary calendar year budget in account number 01-201-23-220-801.

WHEREAS, the continuation of this agreement is contingent upon the availability and appropriation annually of sufficient funds in the 2011 calendar year budget.

TITLE:

RESOLUTION AWARDING A CONTRACT TO HORIZON BLUE CROSS/BLUE SHIELD OF NEW JERSEY TO ADMINISTER THE CITY'S SELF FUNDED HEALTH PLAN AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)

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

1. Subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the contract with Horizon Blue Cross Blue Shield of New Jersey to provide administrative services for the City's self-insured health plan for a term of one year (1) beginning January 1, 2011 and expiring on December 31, 2011 with the option to renew for two (2) years.
2. The total cost to the city for the one (1) year contract is Fifty-Two Million (\$52,000,000.00) Dollars.
3. The contract is authorized as an EUS pursuant to N.J.S.A. 40A:11-5(1)(a)(ii), N.J.S.A. 40A:11-5(1)(m), and for the reasons stated in the EUS certification executed by the Business Administrator and attached hereto.
4. The contract shall contain a clause making the continuation of the contract after the expenditure of funds encumbered in the 2011 calendar year temporary budget subject to the appropriation of sufficient funds in the 2011 calendar year permanent budget.
5. Upon certification by an official or employee of the city authorized to attest that Horizon Blue Cross Blue Shield of New Jersey has provided services in accordance with the contract, then; payments to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. 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 ten (10) days of the adoption of this resolution.
7. The award of this contract shall be subject to a condition that Horizon Blue Cross Blue Shield of New Jersey provides satisfactory evidence of compliance with the applicable Affirmative Action amendments to the Law Against Discrimination, N.J.S.A 10:5-31 et seq.

I, Donna Mauer, Chief Financial Officer hereby certify that funds are available in Account No. 01-201-23-220-801. PO 102202

Donna Mauer
Donna Mauer
Chief Financial Officer

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/26/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY	✓			FULOP	✓			FLOOD	ABSENT		
LOPEZ	✓			RICHARDSON	ABSENT			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

CITY OF JERSEY CITY

Requisition #

0153097

Assigned PO #

Requisition

Vendor
HORIZON BLUE CROSS
BLUE SHIELD OF NJ
3 PENN PLAZA EAST
NEWARK NJ 07105
HO273520

Dept. Bill To
HEALTH BENEFITS
CITY HALL
280 GROVE ST. ROOM 107
JERSEY CITY NJ 07302

Dept. Ship To
CITY HALL
280 GROVE ST. ROOM 107
JERSEY CITY NJ 07302

Contact Info
MICHALINE YURCIK
000005515

Quantity	UOM	Description	Account	Unit Price	Total
1.00	1	MEDICAL INSURANCE	01-201-23-220-801	.00	.00
MEDICAL INSURANCE FOR ALL ACTIVE EMPLOYEES, RETIREES AND THEIR ELIGIBLE DEPENDENTS FOR THE PERIOD OF JANUARY 1, 2011 THRU DECEMBER 31, 2011					

CONTRACT AMOUNT: \$52,000,000.00
AMOUNT TO BE ENCUMBERED: \$12,000,000.00

Requisition Total .00

Req. Date: 01/04/2011

Requested By: MICHALNE

Approved By: _____

Buyer Id:

This Is Not A Purchase Order

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)

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 or sex. Except with respect to affectional or sexual orientation, 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 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 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 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 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO 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): _____

Alison Banks-Moore

Representative's Signature: Alison Banks-Moore

Name of Company: HORIZON BC BENT

Tel. No.: 973-466-8825 Date: 1/10/11

Please refer to the attached Certificate of Employee Information Report.

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

The contractor and the ^{EO/AA Worklife Programs} Director of Diversity HORIZON BCBSNJ (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): Alison Banks-Moore
Representative's Signature: Alison Banks-Moore
Name of Company: HORIZON BCBSNJ
Tel. No.: 973-466-8826 Date: 1/10/11

Please refer to the attached Certificate of Employee Information Report.

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: HORIZON BCBSNJ

SIGNATURE: Alison Banks-Moore

DATE: 1/10/11

PRINT NAME: Alison Banks-Moore

TITLE: Director Diversity, EO/AA,
WorkLife Programs

Please refer to the attached Certificate of Employee Information Report.

Sample Federal Letter of Approval

U.S. Department of Labor

Employment Standards Administration
Office of Federal Control Compliance Programs
Newark Area Office
124 Evergreen Place, Fourth Floor
East Orange, NJ 07108



February 27, 20__

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 20__.

We found no apparent deficiencies or violations of Executive Order 11266, as amended, Section 503 of the Rehabilitation Act of 1973 or 38 USC 2012 (the Vietnam Era Veterans Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Programs sincerely appreciates the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director.

Please refer to the attached Certificate of Employee Information Report.

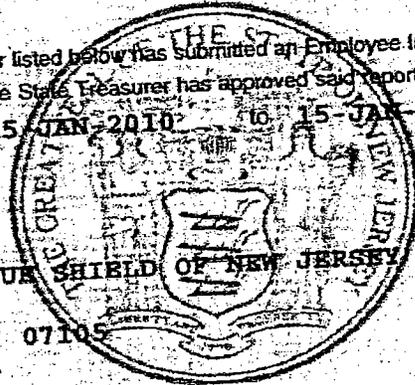
Certification 2250

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 2010 to 15 JAN 2013

HORIZON BLUE CROSS BLUE SHIELD OF NEW JERSEY
3 PENN PLAZA EAST
NEWARK NJ 07102



[Handwritten signature]

NEW JERSEY FACILITY

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

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

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE IF THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT	CITY	COUNTY STATE ZIP CODE
Official Use Only	DATE RECEIVED	INAUG. DATE ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. When 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 (Col. 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													
Total employment from previous Report (if any):													
Temporary & Part-Time Employees													

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO. DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY STATE ZIP CODE	PHONE (AREA CODE, NO. EXTENSION)

WHITE - DIV. OF CONTRACT COMPLIANCE; CANARY - DIV. OF CONTRACT COMPLIANCE DP;
PINK - PUBLIC AGENCY; GOLD - VENDOR
Please refer to the attached Certificate of Employee Information Report.

**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 : Horizon Blue Cross Blue Shield of NJ
Address : 3 Penn Plaza East Newark, NJ 07105
Telephone No. : 973 4666 5292
Contact Name : Stacy Henderson, Account Manager

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

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

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

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

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Telephone No. : 973 406 5292
Contact Name : Stacy Henderson, Account Manager

Please check applicable category :

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 Woman Owned business (WBE) Neither

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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.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

HORIZON HEALTHCARE SERVICES, INC.

TRADE NAME:

ADDRESS:

3 PENN PLAZA EAST
NEWARK NJ 07105

SEQUENCE NUMBER:

0062167

EFFECTIVE DATE:

07/01/66

ISSUANCE DATE:

04/23/07

James J. Fusione

Acting Director
New Jersey Division of Revenue

FORM-BRC(08-04)

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

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

City Clerk File No. Res. 11-048

Agenda No. 10.V

Approved: JAN 26 2011



TITLE: RESOLUTION AUTHORIZING AN AGREEMENT WITH VERIZON TO PROVIDE TELECOMMUNICATION SERVICES, PURSUANT TO N.J.S.A. 40A:11-5(1)(f).

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, funding is required for the provision of **VERIZON** data communication services in the Calendar 2011 Fiscal Year; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(f), authorizes the City to contract without public bidding for the rendering of any service by a public utility company which is subject to the jurisdiction of the Board of Public Utilities (BPU, in accordance with tariffs and schedules of charges made, charged or extracted, and filed with the BPU; and

WHEREAS, the anticipated funding required for this contract is Seventy Thousand (\$70,000.00) Dollars per month, Eight Hundred Forty Thousand (\$840,000.00) Dollars per year, of which One Hundred Thousand (\$100,000.00) Dollars will be available in the temporary budget for this expenditure in accordance with Local Budget Law, N.J.S.A. 4QA:4-1 et. seq.

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

WHEREAS, this award of contract is contingent upon sufficient funds being appropriated in the 2011 temporary and permanent budgets; and

Administration/Division of Information Technology
Acct. No. 01-201-31-435-621 AMT. \$100,000.00

WHEREAS, the remaining contract funds will be made available in the 2011 temporary and permanent budgets; and

WHEREAS, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the 2011 temporary and permanent budgets; and

WHEREAS, if funds are not available for the contract in the 2011 temporary and permanent budgets, the contract will be terminated.

JAN 26 2011

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH VERIZON TO PROVIDE NON-CENTREX COMMUNICATION SERVICES, PURSUANT TO N.J.S.A. 40A:11-5(1)(f).

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

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

RESOLVED, this contract is awarded without competitive bidding in accordance with N.J.S.A 40A:11-5 (1) (p).

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

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **01-201-31-435-621** for payment of the above Resolution.

Requisition No. 0153105

Purchase Order No. 102129

EEO/AA Review _____

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
											1/26/11
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY	✓			FULOP	✓			FLOOD			ABSENT
LOPEZ	✓			RICHARDSON			ABSENT	BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. Full Title of Ordinance/Resolution/Cooperation Agreement :

RESOLUTION AUTHORIZING AN AGREEMENT WITH VERIZON TO PROVIDE TELECOMMUNICATION SERVICES, PURSUANT TO N.J.S.A. 40A:11-5(1)(f).

2. Name and Title of Person Initiating Ordinance/Resolution :

ROBERT MAGRO, DIRECTOR, IT DIVISION

3. Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:

PROVISION OF DATA LINES (FRAME RELAY CIRCUITS, PRI's, POINT TO POINT DATA CIRCUITS)

4. Reasons (Need) for the Proposed Program, Project, etc.:

SERVICES REQUIRED TO INSURE THE UNINTERRUPTED FUNCTION OF CITY OFFICES USING COMMUNICATION LINES FOR DAILY OPERATIONAL TASKS.

5. Anticipated Benefits to the Community:

UNINTERRUPTED OPERATION OF CITY OFFICES PROVIDING SERVICES TO CONSTITUENTS.

6. Cost of Proposed Program, Project, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.):

\$70,000.00 (MONTHLY) \$840,000 (YEARLY) \$100,000.00 (TEMPORARY BUDGET)

7. Date Proposed Program or Project will Commence:

JANUARY 1, 2011

8. Anticipated Completion Date:

DECEMBER 31, 2011

9. Person Responsible for Coordinating Proposed Program/Project :

ROBERT MAGRO, DIRECTOR, IT DIVISION

I certify that all the facts presented herein are accurate.



Signature of Department Director

1-7-11

Date



CITY OF JERSEY CITY
 1 JOURNAL SQUARE PLAZA
 JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER
 102129

THIS NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES

PURCHASE ORDER & VOUCHER

CHECK NO. _____
 CHECK DATE _____
 VOUCHER NO. _____
 VENDOR INV.# _____

REQUISITION # 0153105
 BUYER RESOLUTION

DATE: 01/10/2011 VENDOR NO: VE570301

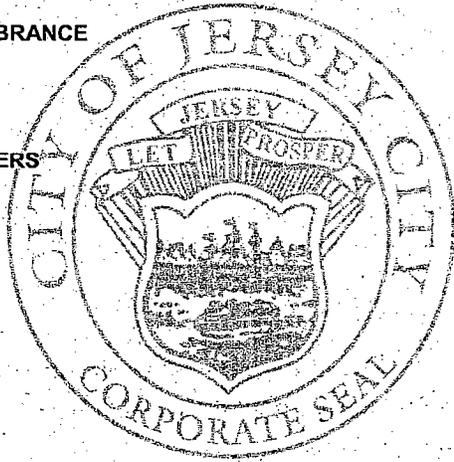
VENDOR INFORMATION

VERIZON
 PO BOX 4833
 TRENTON NJ 08650

DELIVER TO

INFORMATION TECHNOLOGY
 1 JOURNAL SQUARE PLAZA, 3RD FL
 JERSEY CITY NJ 07306

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	NA	DATA LINES ENCUMBRANCE FOR DATA LINES FROM VERIZON ONE YEAR CONTRACT: 1/1/11 - 12/31/11 \$70,000 P/MO, \$840,000 P/YR \$100,000.00 INITIAL ENCUMBRANCE CY 2011 PARTIAL PAYMENT VOUCHERS	01-201-31-435-621	100,000.0000	100,000.00



TAX EXEMPTION NO. 22-6002013

PO Total 100,000.00

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

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 DELIVER TO ADDRESS

CITY OF JERSEY CITY

RESOLUTION:

VENDOR: Verizon Select Services

RESPONDENT'S CHECKLIST

Item	
A. Non-Collusion Affidavit properly notarized	
B. Public Disclosure Statement	
C. Mandatory Affirmative Action Language	
D. Americans with Disabilities Act	
E. Affirmative Action Compliance Notice	
F. MWBE Questionnaire (2 copies)	
G. Form AA302 - Employee Information Report	
H. Business Registration Certificate	
I. Original signature(s) on all required forms.	

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

David K. Brown
Executive Director
Pricing/Contract Management

I certify that I am _____

of the firm of Verizon Business Network Services on behalf of Verizon Select Services Inc.

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

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

(Signature of respondent) _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

3rd August OF 20 09

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

David K. Brown

NOTARY PUBLIC OF Georgia
MY COMMISSION EXPIRES: 20 12/29/2010

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



PUBLIC DISCLOSURE INFORMATION

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

STOCKHOLDERS:

Name	Address	% owned

SIGNATURE: _____

TITLE: _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY _____ OF 20 _____

(TYPE OR PRINT NAME OF AFFILIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 _____

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

David K. Brown
Executive Director
Pricing/Contract Management

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

During the performance of this contract, the contractor agrees to follow:

The contractor or subcontractor, when 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 or sex. Except with respect to affectional or sexual orientation, 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 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 non-discrimination clause.

The contractor or subcontractor, when 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 or sex.

The contractor or subcontractor, when applicable, will send to each labor union or representatives 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, when 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 finding 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 its existing or 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will disseminate the

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

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 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

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

David K. Brown
Executive Director
Pricing/Contract Management

Representative's Name/Title (Print): _____

Representative's Signature: _____

Name of Company: Venra Business Network Services on behalf of

Tel. No.: 973 630-7618 Date: 8/3/2009 Venra Select Service POC

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.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability (continued)

Furthermore, the contractor expressly understands and agrees that the provisions of this Federal Acquisition Regulation 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 award from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

David K. Brown
Executive Director
Pricing/Contract Management

Representative's Name (Print Name):

Representative's Signature: [Signature]

Name of Company: Verona Business Network Services on behalf of

Tel. No. 973 630-7618 Date: 8/31/2009 Verona Select
Services Inc.

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

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

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

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

The undersigned vendor further understands that failure to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27, if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27,

COMPANY: Verona Business Network Services on behalf of
SIGNATURE: [Signature] DATE: 8/31/2009

PRINT NAME:

David K. Brown
Executive Director
Pricing/Contract Management

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: Verizon Business Network Services Inc on behalf of
Verizon Select
Address: 8 Campus Dr, Parsippany, NJ 07940
Services Inc
Telephone No.: 973 630-7618
Contact Name: Sharon Garcia

Please check applicable category:

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Bidders

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

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

Business Name: Verizon Business Network Services Inc. on behalf of Verizon Select Services
Address: 8 Campus Drive, Parsippany, NJ 07054
Telephone No.: 973 630-7618
Contact Name: Sharon Garcia

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

Definition of 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

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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.

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

OFFICE OF EQUAL OPPORTUNITY COPY

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELBC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

N.J.S.A. 19:44A-3(a): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: Hudson

State: Governor, and Legislative Leadership Committees.

Legislative District #: 31, 32, & 33

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Executive

County Clerk

Surrogate

Sheriff

Registrar of Deeds

Municipalities (Mayor and members of governing body, regardless of title):

Bayonne City

East Newark Borough

Guttenberg Town

Harrison Town

Hoboken City

Jersey City

Kearny Town

North Bergen Township

Secaucus Town

Union City City

Weehawken Township

West New York Town

Boards of Education

(Members of the Board):

East Newark Borough

Guttenberg Town

Hoboken City

Kearny Town

North Bergen Township

Secaucus Town

Weehawken Township

Fire Districts (Board of Fire Commissioners):

(None)

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- OR**
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | | |

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

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2____	_____
(Notary Public)	(Affiant)
My Commission expires:	_____
	(Print name & title of affiant)
	(Corporate Seal)

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Verizon Business Network Services Inc. on behalf of Verizon Select Services 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 Verizon Business Network Services Inc. on behalf of Verizon Select Services Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

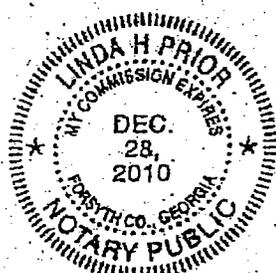
Name of Business Entity: Verizon Business Network Services Inc. on behalf of Verizon Select Services Inc.

Signed: [Signature] Title: _____

Print Name: David K. Brown Executive Director Pricing/Contract Management Date: 08/03/2009

Subscribed and sworn before me this 3rd day of August, 2009 Linda H. Prior (Affiant)

My Commission expires: _____ (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>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19-5-4, any county committee of a political party, as organized pursuant to R.S.19-5-3, or any municipal committee of a political party, as organized pursuant to R.S.19-5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

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

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 May 20, 2009 to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Mariano Vega, Jr. Election Fund	Gaughan Election Fund 2005
Friends of Peter Brennan Election Fund	Steven Fulop for Jersey City Inc.
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
Friends of Phil Kenny	Healy for Mayor 2009
Friends of Nidia Lopez	

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address

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: Verizon Business Network Services a subsidiary of Verizon Select Services Inc.
 Signed: [Signature] David K. Brown
 Print Name: _____ Executive Director
 Pricing/Contract Management
AUGUST 3, 2009

Subscribed and sworn before me this 2 day of _____

My Commission expires: _____

(Affiant)

(Print name & title of affiant) (Corporate Seal)

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

City Clerk File No. Res. 11-049

Agenda No. 10.W

Approved: _____

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ZOLAND CORPORATION FOR MAINTENANCE AND REPAIR FOR HEAVY DUTY VEHICLES, CLASS 5 OR HIGHER OVER 15,000 LB GVWR, PURSUANT TO STATE CONTRACT FOR THE DIVISION OF AUTOMOTIVE SERVICES



**COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:**

OFFERED AND MOVED

WHEREAS, maintenance and repair for heavy duty vehicles are needed to keep the City of Jersey City's (City) vehicle fleet operational; 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(c) requires City Council authorization for contracts exceeding \$36,000.00; and

WHEREAS, Zoland Corporation, 1742 Kennedy Boulevard, Jersey City, New Jersey 07305, being in possession of State Contract A 73526 submitted a proposal for maintenance and repair for heavy duty vehicles; and

WHEREAS, the contract term is for twelve months (12) months effective as of January 01, 2011 to December 31, 2011 and the total cost of the contract shall not exceed **one hundred thousand dollars (\$100,000.00)**; and

WHEREAS, funds in the amount of **thirty thousand (\$30,000.00)** are available in Account No. 11-01-201-26-315-310.

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

- 1) A contract is awarded to Zoland Corporation for maintenance and repair for heavy duty vehicles;
- 2) The contract term is for twelve (12) months effective as of January 01, 2011, and the total cost of the contract shall not exceed **\$100,000.00**;
- 3) This contract is awarded pursuant to N.J.S.A. 40A:11-12;
- 4) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2011 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2011 calendar year permanent budget;
- 5) 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
- 6) This contract award shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(Continued on page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ZOLAND CORPORATION FOR MAINTENANCE AND REPAIR FOR HEAVY DUTY VEHICLES, CLASS 5 OR HIGHER OVER 15,000 LB GVWR, PURSUANT TO STATE CONTRACT FOR THE DIVISION OF AUTOMOTIVE SERVICES

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that funds in the amount of \$30,000.00 are available in Account No. 11-01-201-26-315-310.

Requisition #
0153154

Purchase Order #
102170

State Contract #
A 73526

RWH/sb
Jan 03, 2011

APPROVED: Rodney W. Hadley 1/20/11 APPROVED AS TO LEGAL FORM
Rodney W. Hadley, Director, Department of Public Works

APPROVED: [Signature] Corporation Counsel
Business Administrator

Certification Required
Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				1/26/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				VELAZQUEZ			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council

WITHDRAWN

CITY OF JERSEY CITY

Requisition #
0153154

Assigned PO #
102170

Requisition

Vendor
ZOLAND CORP
DBA AAMCO TRANSMISSIONS
1742 JFK BOULEVARD
JERSEY CITY NJ 07305
ZO250180

Dept. Bill To
AUTOMOTIVE
575 ROUTE 440
JERSEY CITY NJ 07305

Dept. Ship To
575 ROUTE 440
JERSEY CITY NJ 07305

Contact Info
HECTOR ORTIZ, DIRECTOR
2015474423

Quantity	UOM	Description	Account	Unit Price	Total
1.00	SC	STATE CONTRACT RESO MAINTENANCE AND REPAIR FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	01-201-26-315-310	30,000.00	30,000.00
<p>*** STATE CONTRACT VENDOR*** SC # A73526, T # 2108</p> <p>DURATION OF CONTRACT = 01/01/11 TO 12/31/11 CONTRACT AMOUNT = \$100,000.00 TEMP. ENCUMBRANCY OF = \$30,000.00</p> <p>PARTIAL PAYMENT VOUCHERS</p>					

Requisition Total 30,000.00

Req. Date: 01/07/2011
Requested By: BAIJNAUTHS
Buyer Id:

Approved By: *Jelinda Bayjic*
01/07/11

This Is Not A Purchase Order



Term Contract Search by TNumber

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
T2108_09-x-20137	MAINT. & REPAIR FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	ZOLAND CORPORATION	73526

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Public Records Act](#)

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Vendor Name & Address:	ZOLAND CORPORATION 1742 KENNEDY BLVD JERSEY CITY, NJ 07305
Contact Person:	LOUIS M FIZZAROTTI
Contact Phone:	201-433-5555
Order Fax:	201-433-9138
Contract#:	73526
Expiration Date:	02/29/12
Terms:	NONE
Delivery:	2 WEEKS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. Full title of ordinance/resolution/cooperative agreement:

State Contract Resolution authorizing a contract for the Department of Public Works, Division of Automotive Maintenance.

2. Name and title of person initiating ordinance/resolution, etc.:

Rodney W. Hadley, Director of the Department of Public Works for the Division of Automotive Maintenance.

3. Concise description of program, project or plan proposed in the ordinance/resolution:

SC resolution for maintenance and repair for heavy duty vehicles for the Department of Public Works, Division of Automotive Services.

4. Reasons (need) for the proposed program, project, etc.:

For heavy duty repairs for the Department of Public Works, Division of Automotive Maintenance.

5. Anticipated benefits to the community:

For heavy duty repairs for the Department of Public Works, Division of Automotive Maintenance.

6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contributions):

The cost of this contract is one hundred thousand dollars (100,000.00).

7. Date the proposed program, or project will commence:

Upon adoption by The Jersey City Municipal Council.

8. Anticipated completion date:

December 31, 2011.

9. Person responsible for coordinating proposed program, project, etc.:

Hector Ortiz, Director, Division of Automotive Maintenance, Department of Public Works.

10. Additional comments:

Resolution proposed at the recommendation of the Director of Automotive Maintenance.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.



Signature of Department Director



Date

CERTIFICATION OF RODNEY W. HADLEY

I, Rodney W. Hadley, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. The Department of Public Works, Division of Automotive Maintenance is authorizing a state contract resolution for heavy duty repairs for the Department of Public Works, Division of Automotive Maintenance.
3. The total funds requested for this purpose is \$100,000.00.
4. The funds are available in Account No. **11-01-201-26-315-310**.
5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: _____

1/7/11



Rodney W. Hadley
Director of Department of Public Works

**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 Zoland Corp dba AAACU (name of business entity) has not made any reportable contributions in the **one-year period preceding 1/14/2011 (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 Zoland Corp dba AAACU (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: Zoland Corp dba AAACU

Signed [Signature] Title: President

Print Name Louis M Fizzarotti Date: 1/14/11

Subscribed and sworn before me
this 14th day of January, 2011.

My Commission expires:

[Signature]
(Affiant)
Louis M Fizzarotti President
(Print name & title of affiant) (Corporate Seal)

RUTH A. FIZZAROTTI
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JULY 20, 2014

[Signature]

**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).

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2009
Friends of Nidia R. Lopez	

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

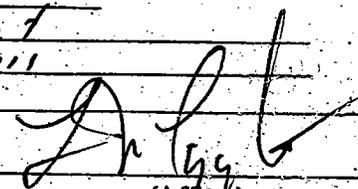
- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Louis M Fizzarotti	61 Hemlock Rd Little Falls NJ

Part 3 – Signature and Attestation:

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

Name of Business Entity: Zelan Corp
 Signed: [Signature] Title: President
 Print Name: Louis M Fizzarotti Date: 1/14/2011

Subscribed and sworn before me this <u>14th</u> day of <u>January</u> , 20 <u>11</u> . My Commission expires:	 (Affiant) <u>Louis M Fizzarotti</u> President (Print name & title of affiant) (Corporate Seal)
--	--

RUTH A. FIZZAROTTI
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 MY COMMISSION EXPIRES JULY 20, 2014

Ruth A. Fizzarotti

BUSINESS ENTITY DISCLOSURE CERTIFICATION

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

<NAME OF CONTRACTING AGENCY>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/lgs/lfnslfnmenu.shtml](http://www.nj.gov/dca/lgs/lfnslfnmenu.shtml)).

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006- for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions.

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 52:34-25(b) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest:" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."





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

City Clerk File No. Res. 11-050

Agenda No. 10.X

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



TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO CERTIFIED PRODUCTS FOR PARTS AND REPAIRS FOR ROAD MAINTENANCE EQUIPMENT PURSUANT TO STATE CONTRACT FOR THE DIVISION OF AUTOMOTIVE SERVICES**

COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, parts and repairs for road maintenance equipment are needed to keep the City of Jersey City's (City) vehicle fleet operational; 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(c) requires City Council authorization for contracts exceeding the public bid threshold of \$36,000.00; and

**WHEREAS**, Certified Products Co., Inc., 400 Westside Avenue, Jersey City, New Jersey 07305, being in possession of State contract A 69708 submitted a proposal for parts and repairs for various City Vehicles; and

**WHEREAS**, the contract term of the contract shall be for twelve (12) months and the total cost of the contract shall not exceed **one hundred and twenty thousand dollars (\$120,000.00)**; and

**WHEREAS**, funds in the amount of **twenty thousand dollars (\$20,000.00)** are available in Account No. 11-01-201-26-315-310.

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

- 1) A contract is awarded to Certified Products Co., Inc. for parts and repairs for road maintenance equipment for various City vehicles;
- 2) The contract term is for twelve (12) months effective as January 01, 2011, and the maximum amount of the contract shall not exceed **\$120,000.00**;
- 3) This contract is awarded pursuant to N.J.S.A. 40A:11-12;
- 4) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2011 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2011 calendar year permanent budget;
- 5) 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 Affairs Law, N.J.S.A. 40A:5-1 et seq; and
- 6) This contract award shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(Continued on page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO CERTIFIED PRODUCTS FOR PARTS AND REPAIRS FOR ROAD MAINTENANCE EQUIPMENT PURSUANT TO STATE CONTRACT FOR THE DIVISION OF AUTOMOTIVE SERVICES**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that funds in the amount of \$20,000.00 are available in Account No. 11-01-201-26-315-310.

Requisition #  
0153157

Purchase Order #  
102175

State Contract #  
A69708

RWH/sb  
Jan 03, 2011

APPROVED: Rodney W. Hamley 1/20/11 APPROVED AS TO LEGAL FORM

APPROVED: [Signature] Rodney W. Hamley, Director, Department of Public Works  
Business Administrator

\_\_\_\_\_  
Counsel

**WITHDRAWN**

| COUNCILPERSON | AYE | NAY | N.V. | REMARKS |
|---------------|-----|-----|------|---------|
| SOTTOLANO     |     |     |      | G       |
| DONNELLY      |     |     |      | FI      |
| LOPEZ         |     |     |      | R       |

✓ Indicates Vote

APPROVED  
7/26/11

| PERSON | AYE | NAY | N.V. |
|--------|-----|-----|------|
| UEZ    |     |     |      |
| PRES   |     |     |      |

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal

CITY OF JERSEY CITY

Requisition #  
0153157

Assigned PO #  
102175

Requisition

Vendor  
CERTIFIED PRODUCTS CO INC  
269 KEARNY AVENUE  
JERSEY CITY NJ 07305

Dept. Bill To  
AUTOMOTIVE  
575 ROUTE 440  
JERSEY CITY NJ 07305

Dept. Ship To  
575 ROUTE 440  
JERSEY CITY NJ 07305

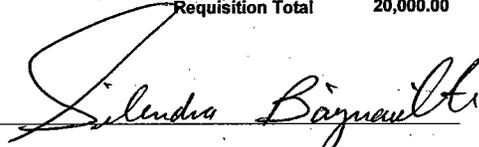
CE106100

Contact Info  
HECTOR ORTIZ, DIRECTOR  
2015474423

| Quantity | UOM | Description                                      | Account           | Unit Price | Total     |
|----------|-----|--------------------------------------------------|-------------------|------------|-----------|
| 1.00     | SC  | STATE CONTRACT RESO                              | 01-201-26-315-310 | 20,000.00  | 20,000.00 |
|          |     | PARTS AND REPAIRS FOR ROAD MAINTENANCE EQUIPMENT |                   |            |           |
|          |     | **** STATE CONTRACT VENDOR ****                  |                   |            |           |
|          |     | SC # A69708 , T # 2188                           |                   |            |           |
|          |     | DURATION OF CONTRACT = 01/01/11 TO 12/31/11      |                   |            |           |
|          |     | CONTRACT AMOUNT = \$120,000.00                   |                   |            |           |
|          |     | TEMP. ENCUMBRANCY = \$20,000.00                  |                   |            |           |
|          |     | PARTIAL PAYMENT VOUCHERS                         |                   |            |           |

Requisition Total 20,000.00

Req. Date: 01/07/2011  
Requested By: BAIJNAUTHS  
Buyer Id:

Approved By: 

This Is Not A Purchase Order



State of New Jersey  
 Department of the Treasury  
 — Division of Purchase and Property

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[Contact DPP](#)

## Term Contract Search by TNumber

[Click Here](#) to search more Term Contracts

| T-Number         | Title                                          | Vendor                | Contract # |
|------------------|------------------------------------------------|-----------------------|------------|
| T2188 08-x-36537 | PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT | CERTIFIED PRODUCTS CO | 69708      |
|                  |                                                |                       | TOP        |



Open  
Public Records Act

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 This site is maintained by the Office of Treasury Technology.

|                                      |                                                                     |
|--------------------------------------|---------------------------------------------------------------------|
| <b>Vendor Name &amp; Address:</b>    | CERTIFIED PRODUCTS CO<br>400 WEST SIDE AVE<br>JERSEY CITY, NJ 07305 |
| <b>Contact Person:</b>               | S.RAMDAT                                                            |
| <b>Contact Phone:</b>                | 201-433-0013                                                        |
| <b>Order Fax:</b>                    | 201-433-1482                                                        |
| <b>Contract#:</b>                    | 69708                                                               |
| <b>Expiration Date:</b>              | 06/30/11                                                            |
| <b>Terms:</b>                        | 5% 10 NET 30                                                        |
| <b>Delivery:</b>                     | 14 DAYS ARO                                                         |
| <b>Small Business Enterprise:</b>    | NO                                                                  |
| <b>Minority Business Enterprise:</b> | NO                                                                  |
| <b>Women Business Enterprise:</b>    | NO                                                                  |
| <b>Cooperative Purchasing *:</b>     | YES                                                                 |

**This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.**

**1. Full title of ordinance/resolution/cooperative agreement:**

State Contract Resolution authorizing a contract for the Department of Public Works, Division of Automotive Maintenance.

**2. Name and title of person initiating ordinance/resolution, etc.:**

Rodney W. Hadley, Director of the Department of Public Works for the Division of Automotive Maintenance.

**3. Concise description of program, project or plan proposed in the ordinance/resolution:**

SC resolution for parts and repairs for road maintenance equipment for the Department of Public Works, Division of Automotive Services.

**4. Reasons (need) for the proposed program, project, etc.:**

For parts and repairs for road maintenance equipment for the Department of Public Works, Division of Automotive Maintenance.

**5. Anticipated benefits to the community:**

For parts and repairs for road maintenance equipment for the Department of Public Works, Division of Automotive Maintenance.

**6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contributions):**

The cost of this contract is one hundred and twenty thousand dollars (120,000.00).

**7. Date the proposed program, or project will commence:**

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

December 31, 2011.

**9. Person responsible for coordinating proposed program, project, etc.:**

Hector Ortiz, Director, Division of Automotive Maintenance, Department of Public Works.

**10. Additional comments:**

Resolution proposed at the recommendation of the Director of Automotive Maintenance.

**Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.**

  
\_\_\_\_\_  
Signature of Department Director                      1/7/11  
Date

**CERTIFICATION OF RODNEY W. HADLEY**

I, Rodney W. Hadley, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. The Department of Public Works, Division of Automotive Maintenance is authorizing a state contract resolution for parts and repairs for road maintenance equipment for the Department of Public Works, Division of Automotive Maintenance.
3. The total funds requested for this purpose is \$120,000.00.
4. The funds are available in Account No. **11-01-201-26-315-310.**
5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: \_\_\_\_\_

*1/7/11*

*Rodney Hadley*  
\_\_\_\_\_  
Rodney W. Hadley  
Director of Department of Public Works

**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 CERTIFIED PRODUCTS (name of business entity), has not made any reportable contributions in the \*\*one-year period preceding 01/18/11 (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 CERTIFIED PRODUCTS (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: CERTIFIED PRODUCTS

Signed [Signature] Title: V. PRESIDENT

Print Name JOSEPH FERRAGI Date: 1/18/10

Subscribed and sworn before me  
this 18<sup>th</sup> day of JAN, 2011  
My Commission expires: 11/07/2012

[Signature]  
CALVIN WATSON  
(Print name & title of affiant) (Corporate Seal)  
CALVIN WATSON  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 11/7/2012

**\*\*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).

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Mariano Vega, Jr. Election Fund         | Gaughan Election Fund                  |
| Friends of Peter Brennan Election Fund  | The Election Fund of Steven Fulop      |
| Committee to Elect Willie Flood         | Friends of Viola Richardson for Ward F |
| Friends of Michael Sottolano            |                                        |
| EFO David P. Donnelly J.C. Council 2010 | Healy for Mayor 2009                   |
| Friends of Nidia R. Lopez               |                                        |

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

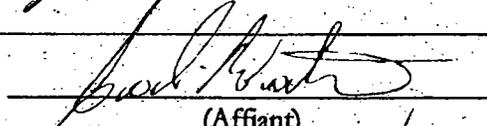
- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

| Name of Stock or Shareholder | Home Address                         |
|------------------------------|--------------------------------------|
| COSIMO J. FERRETTI 100%      | 34 SUNSET DRIVE<br>WHIPPANY NJ 07981 |
|                              |                                      |
|                              |                                      |
|                              |                                      |
|                              |                                      |
|                              |                                      |
|                              |                                      |
|                              |                                      |

**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: PERMITS PRODUCTS  
 Signed: \_\_\_\_\_ Title: V. PRESIDENT  
 Print Name: JOSEPH FERRETTI Date: 1/18/11

|                                                                                                 |                                                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subscribed and sworn before me this <u>18<sup>th</sup></u> day of <u>JANUARY</u> , 20 <u>11</u> | <br>(Affiant)<br><u>CALVIN WATSON</u><br>(Print name & title of affiant) (Corporate Seal)<br>CALVIN WATSON |
| My Commission expires: <u>11/07/2012</u>                                                        |                                                                                                                                                                                                |

NOTARY PUBLIC OF NEW JERSEY  
 Commission Expires 11/7/2012

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
◁NAME OF CONTRACTING AGENCY▷

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

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- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 52:34-25(b) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest:" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

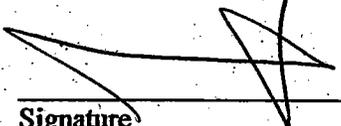
Required Pursuant To N.J.S.A. 19:44A-20.26

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:	CERTIFIED PRODUCTS		
Address:	769 HEARLEY AVE		
City:	Jersey City	State:	NJ
		Zip:	07305

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.

	JOSEPH FERRETTI	V.P.
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
CERTIFIED PRODUCTS	COUNCILMAN DAVID P. DONNELLY	8/26/10	\$ 1000.00
CERTIFIED PRODUCTS	HEARLEY FOR MAYOR 2013	11/30/10	\$ 1500.00
CERTIFIED PRODUCTS	JEFFREY DUBLIN	10/15/10	\$ 1250.00
CERTIFIED PRODUCTS	SANDRA & GLENN S. CHANNINGHAM FOUNDATION	05/19/10	\$ 300.00
CERTIFIED PRODUCTS	VIOLA RICHARDSON CIVIC ASSC. OUTREACH COST	11/03/10	\$ 450.00

Check here if the information is continued on subsequent page(s)

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

City Clerk File No. Res. 11-051

Agenda No. 10.Y

Approved: _____



TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AIR BRAKE AND EQUIPMENT FOR MAINTENANCE AND REPAIR FOR HEAVY DUTY VEHICLES, CLASS 5 OR HIGHER OVER 15,000 LB GVWR, PURSUANT TO STATE CONTRACT FOR THE DIVISION OF AUTOMOTIVE SERVICES

COUNCIL ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, maintenance and repair for heavy duty vehicles are needed to keep the City of Jersey City's (City) vehicle fleet operational; 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(c) requires City Council authorization for contracts exceeding \$36,000.00; and

WHEREAS, Air Brake and Equipment, 225 Route 22, Hillside, New Jersey 07205, being in possession of State Contract A 73487 submitted a proposal for maintenance and repair for heavy duty vehicles; and

WHEREAS, the contract term is for twelve months (12) months effective as of January 01, 2011 to December 31, 2011 and the total cost of the contract shall not exceed **one hundred thousand dollars (\$100,000.00)**; and

WHEREAS, funds in the amount of **thirty thousand (\$30,000.00)** are available in Account No. 11-01-201-26-315-310.

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

- 1) A contract is awarded to Air Brake and Equipment for maintenance and repair for heavy duty vehicles;
- 2) The contract term is for twelve (12) months effective as of January 01, 2011, and the total cost of the contract shall not exceed **\$100,000.00**;
- 3) This contract is awarded pursuant to N.J.S.A. 40A:11-12;
- 4) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2011 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2011 calendar year permanent budget;
- 5) 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
- 6) This contract award shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(Continued on page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AIR BRAKE AND EQUIPMENT FOR MAINTENANCE AND REPAIR FOR HEAVY DUTY VEHICLES, CLASS 5 OR HIGHER OVER 15,000 LB GVWR, PURSUANT TO STATE CONTRACT FOR THE DIVISION OF AUTOMOTIVE SERVICES

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that funds in the amount of **\$30,000.00** are available in Account No. 11-01-201-26-315-310.

Requisition #
0153154

Purchase Order #
102176

State Contract #
A 73526

RWH/sb
Jan 03, 2011

APPROVED: Rodney W. Hadley 1/20/11 APPROVED AS TO LEGAL FORM

Rodney W. Hadley, Director, Department of Public Works

APPROVED: _____
Business Administrator

Corporation Counsel

WITHDRAWN

	REC		
COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO			
DONNELLY			
LOPEZ			

✓ Indicates Vote

APPROVED
1/26/11

PERSON	AYE	NAY	N.V.
EZ			
PRES			

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal

CITY OF JERSEY CITY

Requisition #
0153166

Assigned PO #
102176

Vendor
AIR BRAKE & EQUIPMENT
225 ROUTE 22 WEST
HILLSIDE NJ 07205

Requisition
Dept. Bill To
AUTOMOTIVE
575 ROUTE 440
JERSEY CITY NJ 07305

Dept. Ship To
575 ROUTE 440
JERSEY CITY NJ 07305

AI012260

Contact Info
HECTOR ORTIZ, DIRECTOR
2015474423

Quantity	UOM	Description	Account	Unit Price	Total
1.00	SC	STATE CONTRACT RESO	01-201-26-315-310	30,000.00	30,000.00

MAINTENANCE AND REPAIR FOR HEAVY DUTY VEHICLES
(CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)

*** STATE CONTRACT VENDOR ***

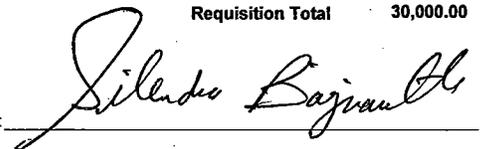
SC# A73487 , T# 2108

DURATION OF CONTRACT = 01/01/11 TO 12/31/11
CONTRACT AMOUNT = \$100,000.00
TEMP. ENCUMBRANCY OF = \$30,000.00

PARTIAL PAYMENT VOUCHERS

Requisition Total 30,000.00

Req. Date: 01/07/2011
Requested By: BAIJNAUTHS
Buyer Id:

Approved By: 

This Is Not A Purchase Order



State of New Jersey
 Department of the Treasury
 — Division of Purchase and Property

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[Contact DPP](#)

Term Contract Search by TNumber

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T-Number	Title	Vendor	Contract #
T2108_09-x-20137	MAINT. & REPAIR FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	AIR BRAKE & EQUIPMENT	73487

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VENDOR INFORMATION	
Vendor Name & Address:	AIR BRAKE & EQUIPMENT 225 ROUTE 22 WEST HILLSIDE, NJ 07205
Contact Person:	WILLIAM WHITE
Contact Phone:	973-926-0166
Order Fax:	973-926-3110
Contract#:	73487
Expiration Date:	02/29/12
Terms:	NONE
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. Full title of ordinance/resolution/cooperative agreement:

State Contract Resolution authorizing a contract for the Department of Public Works, Division of Automotive Maintenance.

2. Name and title of person initiating ordinance/resolution, etc.:

Rodney W. Hadley, Director of the Department of Public Works for the Division of Automotive Maintenance.

3. Concise description of program, project or plan proposed in the ordinance/resolution:

SC resolution for Maintenance and repair for heavy duty vehicles for the Department of Public Works, Division of Automotive Services.

4. Reasons (need) for the proposed program, project, etc.:

For Maintenance and repair for heavy duty vehicles for the Department of Public Works, Division of Automotive Services.

5. Anticipated benefits to the community:

For Maintenance and repair for heavy duty vehicles for the Department of Public Works, Division of Division of Automotive Services.

6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contributions):

The cost of this contract is one hundred thousand dollars (100,000.00).

7. Date the proposed program, or project will commence:

Upon adoption by The Jersey City Municipal Council.

8. Anticipated completion date:

December 31, 2011.

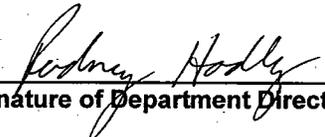
9. Person responsible for coordinating proposed program, project, etc.:

Hector Ortiz, Director, Division of Automotive Services, Department of Public Works.

10. Additional comments:

Resolution proposed at the recommendation of the Director of Division of Automotive Services.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.



Signature of Department Director 1/7/11 Date

CERTIFICATION OF RODNEY W. HADLEY

I, Rodney W. Hadley, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. The Department of Public Works, Division of Automotive Maintenance is authorizing a state contract resolution for maintenance and repairs for heavy duty vehicles for the Department of Public Works, Division of Automotive Services Maintenance.
3. The total funds requested for this purpose is \$100,000.00.
4. The funds are available in Account No. **11-01-201-26-315-310.**
5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: _____

1/7/11


Rodney W. Hadley
Director of Department of Public Works

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

PART II - Signature and Attestation:

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

Name of Business Entity: Air Brake + Equipment

Signed [Signature] Title: Manager

Print Name William White Date: 1/19/11

Subscribed and sworn before me this 19 day of Jan 2011.

My Commission expires: _____

[Signature]

(Affiant)
ELVIRA BELL

(Print name & title of affiant) (Corporate Seal)

ELVIRA BELL
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 30, 2012

**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).

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2009
Friends of Nidia R. Lopez	

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address

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: _____

Signed: _____ Title: _____

Print Name: _____ Date: _____

Subscribed and sworn before me this ____ day of _____, 2___. My Commission expires:	_____ (Affiant) _____ (Print name & title of affiant) (Corporate Seal)
--	---

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
◀NAME OF CONTRACTING AGENCY▶

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions. In pertinent part...**

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in **Local Finance Notice 2006-1** ([www.nj.gov/dca/lgs/lfns/lfnmenu.shtml](http://www.nj.gov/dca/lgs/lfns/lfnmenu.shtml)).

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006- for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions.

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 52:34-25(b) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)]. The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

# 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: | Air Brake & Equipment  |        |       |
| Address:     | 225 Route 22 West Hill |        |       |
| City:        | Hillside               | State: | N.J.  |
|              |                        | Zip:   | 07205 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



Signature

William Whit

Printed Name

Manager

Title

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
| None             |                |      | \$            |
|                  |                |      |               |
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|                  |                |      |               |
|                  |                |      |               |

Check here if the information is continued on subsequent page(s)

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

City Clerk File No. Res. 11-052

Agenda No. 10.Z

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

TITLE: **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SHERWIN WILLIAMS TO PROVIDE PAINT AND RELATED SUPPLIES PURSUANT TO STATE CONTRACT FOR THE DIVISION OF BUILDINGS AND STREETS, DEPARTMENT OF PUBLIC WORKS**



COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, there exists a need for various paint and related supplies for the Division of Buildings and Streets/Department of Public Works; and

**WHEREAS**, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State contract; and

**WHEREAS**, Sherwin Williams, 185 Moonachie Road, Moonachie, New Jersey 07074, being in possession of State contract A 73153 submitted a proposal for various paint and related supplies in the amount of **forty thousand and zero cents (\$40,000.00)**; and

**WHEREAS**, the effective date of the contract is January 01, 2011 through December 31, 2011 and the total cost of the contract shall not exceed **\$40,000.00**; and

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

**WHEREAS**, **\$5,000.00** is available in Account No. 11-01-201-26-291-211.

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

- 1) A contract is awarded to Sherwin Williams for various paint and related supplies.
- 2) The contract term shall be twelve (12) months effective as of January 01, 2011, and ending on December 31, 2011, and the maximum amount of the contract shall not exceed **\$40,000.00**.
- 3) This contract is awarded pursuant to N.J.S.A. 40A:11-12.
- 4) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2011 calendar year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2011 calendar year permanent budget.
- 5) 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.
- 6) This contract award shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(Continued on page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO  
 SHERWIN WILLIAMS TO PROVIDIE PAINT AND RELATED  
 SUPPLIES PURSUANT TO STATE CONTRACT FOR THE DIVISION  
 OF BUILDINGS AND STREETS, DEPARTMENT OF PUBLIC WORKS**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that  
 funds in the amount of \$5,000.00 are available in Account No. 11-01-201-26-291-211.

**Department of Public Works / Buildings and Streets**

**Requisition #**                      **Purchase Order #**                      **State Contract #**  
 0153155                                      102171                                      A 73153

RWH/sb  
 Jan 03, 2011

APPROVED: Rodney Hadley 1/20/11 APPROVED AS TO LEGAL FORM  
Rodney W. Hadley, Director, Department of Public Works  
 APPROVED: [Signature]  
Business Administrator

Cer  
 Not

**WITHDRAWN**

| RECORD OF COUNCIL VOTE |     |     |      |               |     |
|------------------------|-----|-----|------|---------------|-----|
| COUNCILPERSON          | AYE | NAY | N.V. | COUNCILPERSON | AYE |
| SOTTOLANO              |     |     |      | GAUGHAN       |     |
| DONNELLY               |     |     |      | FULOP         |     |
| LOPEZ                  |     |     |      | RICHARDSON    |     |

✓ Indicates Vote

|      |
|------|
| N.V. |
|      |
|      |
|      |

Abstain)

Adopted at a meeting of the Municipal Council of the City of

CITY OF JERSEY CITY

Requisition #  
0153155

Assigned PO #  
102171

Requisition

Vendor  
SHERWIN WILLIAMS  
185 MOONACHIE ROAD  
MOONACHIE NJ 07074

Dept. Bill To  
BUILDING & STREET MAINTENANCE  
575 ROUTE 440  
ROOM 127  
JERSEY CITY NJ 07305

Dept. Ship To  
575 ROUTE 440  
ROOM 127  
JERSEY CITY NJ 07305

SH502018

Contact Info  
JOHN MCGRATH, DIRECTOR  
2015474432

| Quantity | UOM | Description         | Account           | Unit Price | Total    |
|----------|-----|---------------------|-------------------|------------|----------|
| 1.00     | SC  | STATE CONTRACT RESO | 01-201-26-291-211 | 5,000.00   | 5,000.00 |

PAINT AND RELATED SUPPLIES

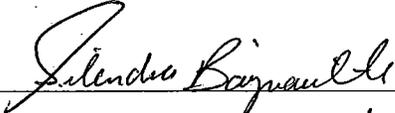
\*\*\*\* STATE CONTRACT VENDOR \*\*\*\*  
SC # A73153 , T # 0927

DURATION OF CONTRACT = 01/01/11 TO 12/31/11  
CONTRACT AMOUNT = \$40,000.00  
TEMP. ENCUMBRANCY = \$5,000.00

PARTIAL PAYMENT VOUCHERS

Requisition Total 5,000.00

Req. Date: 01/07/2011  
Requested By: BAIJNAUTHS  
Buyer Id:

Approved By: 

This Is Not A Purchase Order

01/07/11



State of New Jersey  
Department of the Treasury  
— Division of Purchase and Property

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Contact DPP

## Term Contract Search by TNumber

[Click Here](#) to search more Term Contracts

| T-Number         | Title                      | Vendor                  | Contract # |
|------------------|----------------------------|-------------------------|------------|
| T0927 09-x-39576 | PAINT AND RELATED SUPPLIES | SHERWIN WILLIAMS CO INC | 73153      |

[TOP](#)



SPRM | Open  
Public Records Act

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This site is maintained by the Office of Treasury Technology.

|                                                                                     |                                                                    |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| <b>Vendor Name &amp; Address:</b>                                                   | SHERWIN WILLIAMS CO INC<br>10406 TUCKER ST<br>BELTSVILLE, MD 20705 |
| <b>Contact Person:</b>                                                              | CRAIG MACKAY                                                       |
| <b>Contact Phone:</b>                                                               | 800-723-8766                                                       |
| <b>Order Fax:</b>                                                                   | 301-902-3806                                                       |
| <b>Contract#:</b>                                                                   | 73153                                                              |
| <b>Expiration Date:</b>                                                             | 06/30/11                                                           |
| <b>Terms:</b>                                                                       | NONE                                                               |
| <b>Delivery:</b>                                                                    | 5 DAYS ARO                                                         |
| <b>Small Business Enterprise:</b>                                                   | NO                                                                 |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                 |
| <b>Women Business Enterprise:</b>                                                   | NO                                                                 |
| <b>Cooperative Purchasing *:</b>                                                    | YES                                                                |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                                    |
|                                                                                     |                                                                    |

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. Full title of ordinance/resolution/cooperative agreement:**

State Contract Resolution authorizing a contract for the Department of Public Works, Division of Buildings and Streets Maintenance.

**2. Name and title of person initiating ordinance/resolution, etc.:**

Rodney W. Hadley, Director of the Department of Public Works for the Division of Buildings and Streets Maintenance

**3. Concise description of program, project or plan proposed in the ordinance/resolution:**

SC resolution for paints and related supplies for the Department of Public Works, Division of Buildings and Streets Maintenance.

**4. Reasons (need) for the proposed program, project, etc.:**

For paint and related supplies for the Department of Public Works, Division of Buildings and Streets Maintenance.

**5. Anticipated benefits to the community:**

For paints and related supplies for the Department of Public Works, Division of Buildings and Streets Maintenance.

**6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contributions):**

The cost of this contract is forty thousand dollars (40,000.00).

**7. Date the proposed program, or project will commence:**

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

December 31, 2011.

**9. Person responsible for coordinating proposed program, project, etc.:**

John McGrath, Director, Division of Buildings and Streets Maintenance, Department of Public Works.

**10. Additional comments:**

Resolution proposed at the recommendation of the Director of Buildings and Streets Maintenance.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

  
\_\_\_\_\_  
Signature of Department Director                      1/7/11  
Date

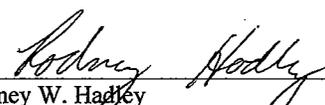
**CERTIFICATION OF RODNEY W. HADLEY**

I, Rodney W. Hadley, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. The Department of Public Works, Division of Buildings and Streets Maintenance is authorizing a state contract resolution for paint and related supplies for the Department of Public Works, Division of Buildings and Streets Maintenance.
3. The total funds requested for this purpose is \$40,000.00.
4. The funds are available in Account No. **11-01-201-26-291-211.**
5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: \_\_\_\_\_

11/7/11

  
\_\_\_\_\_  
Rodney W. Hadley  
Director of Department of Public Works

**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. 17 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), (s) and (t).

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Mariano Vega, Jr. Election Fund         | Gaughan Election Fund                  |
| Friends of Peter Brennan Election Fund  | The Election Fund of Steven Pulop      |
| Committee to Elect Willie Flood         | Friends of Viola Richardson for Ward F |
| Friends of Michael Sotolano             |                                        |
| EFO David P. Donnelly J.C. Council 2010 | Healy for Mayor 2009                   |
| Friends of Nidia R. Lopez               |                                        |

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder   | Home Address                            |
|--------------------------------|-----------------------------------------|
| The Sherwin Williams Paint Co. | 101 Prospect Ave NW, Cleveland Oh 44115 |
|                                |                                         |
|                                |                                         |
|                                |                                         |
|                                |                                         |
|                                |                                         |
|                                |                                         |
|                                |                                         |

**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: The Sherwin Williams Paint Co.

Signed: Alexandro L. Gomez Title: Assistant Manager

Print Name: Alexandro L. Gomez Date: 1/19/11

|                                                                                                                                                               |                                                      |                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| Subscribed and sworn to before me this <u>19</u> day of <u>January</u> , 2011.<br>My Commission expires: <u>1/19/11</u><br>My Commission Expires Jul 28, 2015 | BHAVESH RANA<br>Notary Public<br>State of New Jersey | <u>Alexandro L. Gomez</u><br>(Affiant)<br><u>Alexandro L. Gomez Assistant Manager</u><br>(Print name & title of affiant) (Corporate Seal) |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
*<NAME OF CONTRACTING AGENCY>*

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definition relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions. In pertinent part...**

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county, and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/lgs/lfnslfomenu.shtml](http://www.nj.gov/dca/lgs/lfnslfomenu.shtml)).

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006- for additional information re this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions.

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 52:34-25(b) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

\* N.J.S.A. 19:44A-3(s) "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."





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

City Clerk File No. Res. 11-053  
 Agenda No. 1077.1  
 Approved: JAN 26 2011



TITLE:

**AUTHORIZATION FOR THE CITY OF JERSEY CITY TO ACCEPT SUBGRANT AWARD OF THE FEDERAL FISCAL YEAR 2010 DEPARTMENT OF HOMELAND SECURITY EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM FUNDING AND FOR THE CITY OF JERSEY CITY'S CHIEF FISCAL OFFICER TO AMEND THE BUDGET AND CERTIFY THE AVAILABILITY OF FUNDS**

**COUNCIL**  
 the following resolution:

Offered and moved adaption of

**WHEREAS**, the City of Jersey City Office of Emergency Management has been awarded State Homeland Security Grant program subgrant CFDA #: 97.042, Award #: 2010-P110-0906, from the New Jersey State Police Office of Emergency Management; and

**WHEREAS**, the total amount of the subgrant of \$40,000.00 consists of a \$20,000.00 Federal award and \$20,000.00 of local matching funds and is to be used for the purpose of enhancing the City of Jersey City's ability to prevent, protect against, respond to and recover from acts of terrorism, natural disasters and other catastrophic events and emergencies; and

**WHEREAS**, the subgrant award incorporates all conditions and representations contained or made in the grant application and notice of award #: 2010-EP-EO-0047; and

**WHEREAS**, the Jersey City Office of Emergency Management, designated by the New Jersey State Police, Office of Emergency Management, has submitted an application for the subgrant award that was required by the said New Jersey State Police Office of Emergency Management; and

**WHEREAS**, the application for the subgrant award required a match in the amount of \$20,000.00 which the Jersey City Office of Emergency Management satisfied through the 2010 City of Jersey City approved budget for Division salaries and wages and fringe benefits.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Jersey City here with accepts the award of the FFY10 Homeland Security Emergency Management Performance Grant Program subgrant in the amount of \$20,000.00 from the New Jersey State Police, Office of Emergency Management;

**BE IT FURTHER RESOLVED**, that the like sum of \$20,000.00 is hereby appropriated under the caption FFY10 homeland Security Emergency Management Performance Grant;

**BE IT FURTHER RESOLVED**, that the City of Jersey City's Mayor or Business Administrator, the City of Jersey City's Chief Fiscal Officer and the City of Jersey City's Municipal Director of Emergency Management are authorized to sign the appropriate subgrant award documents; and

**BE IT FURTHER RESOLVED**, that copies of this Resolution shall be sent to the New Jersey State Police, Office of Emergency Management, the Director of the Division of Local Government Services.

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

02011018

Certification Required

Not Required

APPROVED 7-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |        | 1/26/11       |     |     |        |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|--------|---------------|-----|-----|--------|
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V.   | COUNCILPERSON | AYE | NAY | N.V.   |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |        | FLOOD         |     |     | ABSENT |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |        | VELAZQUEZ     | ✓   |     |        |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    |     |     | ABSENT | BRENNAN, PRES | ✓   |     |        |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan  
 Peter M. Brennan, President of Council

Robert Byrne  
 Robert Byrne, City Clerk

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

City Clerk File No. \_\_\_\_\_ Res. 11-054

Agenda No. \_\_\_\_\_ 10.Z.2

Approved: \_\_\_\_\_ JAN 26 2011

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DELL MARKETING CORPORATION LP, FOR MICROSOFT ENTERPRISE AGREEMENT SOFTWARE LICENSING TO THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING**

---

**COUNCIL**

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

**WHEREAS**, there exists a need to purchase **Microsoft Enterprise Agreement Software Licensing** for the Department of Administration, Division of Information Technology; and

**WHEREAS**, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-12 allowing municipalities to use state contract without public bidding; and

**WHEREAS**, **Dell Marketing L.P., 850 Asbury Drive, Buffalo, IL 60089** being in possession of State Contract **77003**, will Furnish Microsoft Enterprise Agreement Software Licensing to the Department of Administration, Division of Information Technology in the total amount of **Fifty Eight Thousand, Eight Hundred Fifty (\$58,850.90) Dollars and Ninety Cents;** and

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

**WHEREAS**, this amount is available in the present budget for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

**Administration/Information Technology**

**Acct. No. 01-201-20-140-304                      P.O. No. 101906                      Amount \$58,850.90**

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

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

**JAN 26 2011**

**TITLE:**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DELL MARKETING CORPORATION LP, FOR MICROSOFT ENTERPRISE AGREEMENT SOFTWARE LICENSING TO THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING**

*J.A.*  
*1/19/11* **RESOLVED**, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq. and be it further

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

I, *Donna Mauer* Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the Account No. 01-201-20-140-304

**Administration Department/Information Technology**

Acct. No. 01-201-20-140-304 P.O. No. 101906 Amount \$58,850.90

**APPROVED**  
*Peter Folgado*  
 Peter Folgado, Director of Purchasing

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

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*  
 Business Administrator

*[Signature]*  
 Corporation Counsel

Certification Required

Not Required

**APPROVED 7-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |               |               |     |     |               |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|---------------|---------------|-----|-----|---------------|
| 1/26/11                                 |     |     |      |               |     |     |               |               |     |     |               |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V.          | COUNCILPERSON | AYE | NAY | N.V.          |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |               | FLOOD         |     |     | <b>ABSENT</b> |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |               | VELAZQUEZ     | ✓   |     |               |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    |     |     | <b>ABSENT</b> | BRENNAN, PRES | ✓   |     |               |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*Peter M. Brennan*  
 Peter M. Brennan, President of Council

*Robert Byrne*  
 Robert Byrne, City Clerk.

**RESOLUTION FACT SHEET**

**Date Submitted to B.A.** \_\_\_\_\_

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. Full Title of Ordinance/Resolution/Cooperation Agreement:**

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DELL MARKETING LP, FOR MICROSOFT ENTERPRISE AGREEMENT SOFTWARE LICENSING TO THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING

**2. Name and Title of Person Initiating Ordinance/Resolution:**

ROBERT MAGRO, DIRECTOR, INFORMATION TECHNOLOGY

**3. Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:**

MICROSOFT ENTERPRISE AGREEMENT SOFTWARE LICENSING

**4. Reasons (need) for the Proposed Program, Project, etc.:**

SOFTWARE LICENCE, SUPPORT, MAINTENANCE & RELATED SERVICES

**5. Cost of Proposed Program, Project, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.):**

FIFTY EIGHT THOUSAND, EIGHT HUNDRED FIFTY (\$58,850.90) DOLLARS AND NINETY CENTS

**6. Person Responsible for Coordinating Proposed Program/Project:**

ROBERT MAGRO, DIRECTOR, INFORMATION TECHNOLOGY

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

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

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

**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 Dell Marketing L.P. (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 Dell Marketing L.P. (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: Dell Marketing L.P.

Signed Jill Henderson Title: Public Contracts Manager

To the best of my knowledge and belief

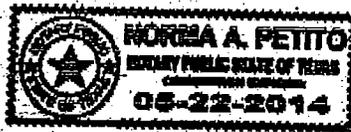
Print Name: Jill Henderson Date: 1/4/2011

Subscribed and sworn before me:

this 4th day of January, 2011.

My Commission expires: 5-22-2014

Norma A. Petito (Attest)  
Print name & title of official (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 13, 2008) shall be deemed to be a violation of the Ordinance.

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\*N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."





**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name: Hudson**

**State: Governor, and Legislative Leadership Committees**

**Legislative District #s: 31, 32, & 33**

**State Senator and two members of the General Assembly per district.**

**County:**

**Freeholders**

**County Executive**

**County Clerk**

**Surrogate**

**Sheriff**

**Registrar of Deeds**

**Municipalities (Mayor and members of governing body, regardless of title):**

Bayonne City

East Newark Borough

Guttenberg Town

Harrison Town

Hoboken City

Jersey City

Kearny Town

North Bergen Township

Secaucus Town

Union City City

Weehawken Township

West New York Town

**Boards of Education**

**(Members of the Board):**

East Newark Borough

Guttenberg Town

Hoboken City

Kearny Town

North Bergen Township

Secaucus Town

Weehawken Township

**Fire Districts (Board of Fire Commissioners):**

(None)

# STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders: None

|               |               |
|---------------|---------------|
| Name:         | Name:         |
| Home Address: | Home Address: |
| Name:         | Name:         |
| Home Address: | Home Address: |
| Name:         | Name:         |
| Home Address: | Home Address: |

Subscribed and sworn before me this 5 day of January, 2014.

(Notary Public)

*Norma A. Pettit*

My Commission expires:

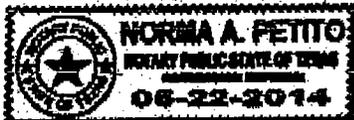
5-22-2014

*Jill Henderson*

Jill Henderson, Contract Manager

(Print name & title of affiant)

(Corporate Seal)



**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8

Part I -- Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> Dell Marketing L.P. 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 the date of award to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the county of Sussex as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Any candidate committee, joint candidate committee, or political party as defined pursuant to N.J.S.A. 19:44A (p), (q), and (r).	

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: Dell Marketing L.P.

Signed: Jill Henderson

Title: Public Contracts Manager

Print Name: Jill Henderson

Date: 12/2/10

*To the best of my knowledge and belief

Subscribed and sworn before me this 2 day of

DECEMBER 2010.

My Commission expires:



KEVIN M. BROMLEY
 NOTARY PUBLIC STATE OF TEXAS
 COMMISSION EXPIRES
06-22-2014

[Signature]
 (Affiant)
KEVIN M. BROMLEY
 (Print name & title of affiant) (Corporate Seal)



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: DELL MARKETING LP
Trade Name:
Address: ONE DELL WAY C/O DE ANN MS RR1-38
ROUND ROCK, TX 78682
Certificate Number: 0095191
Effective Date: May 18, 2010
Date of Issuance: December 01, 2010

For Office Use Only:
201012011 0929919

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

City Clerk File No. Res. 11-055
Agenda No. 10.Z.3
Approved: JAN 26 2011
TITLE:



RESOLUTION RATIFYING AN EXTRAORDINARY UNSPECIFIABLE SERVICES AGREEMENT WITH PFM ASSET MANAGEMENT LLC, TO PROVIDE ASSISTANCE IN DETERMINING ARBITRAGE LIABILITY

COUNCIL
of the following resolution:

offered and moved adoption

WHEREAS, because of an Internal Revenue Service Audit which commenced in October 2009, the City of Jersey City (City) required immediate assistance in determining its arbitrage liability in connection with certain bond issues issued by the City; and

WHEREAS, PFM Asset Management LLC (PFM) performed similar services for the City in connection determining the City's arbitrage liability; and

WHEREAS, PFM agreed to provide these services to the City for a term of one year commencing on October 26, 2009 for a total contact amount not to exceed \$100,000.00; 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-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, the Chief Financial Officer has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the City desires to retain PFM Asset Management LLC, as financial advisor in connection with determining the arbitrage liability with certain bond issues issued by the City and to award a contract to such firm as an extraordinary unspecifiable services (EUS) contract pursuant to N.J.S.A. 40A:11-5(1)(a)(ii); and

WHEREAS, the Chief Financial Officer has certified that these services qualify as an EUS contract under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, PFM Asset Management LLC, has agreed to provide these services in accordance with the fee schedule listed below:

Managing Director	\$525.00
Senior Managing Consultant	\$380.00
Consultant Level 4	\$230.00
Consultant Level 3	\$195.00
Consultant Level 2	\$165.00
Consultant Level 1	\$135.00
Support Staff	\$75.00; and

JAN 26 2011

TITLE:

RESOLUTION RATIFYING AN EXTRAORDINARY UNSPECIFIABLE SERVICES AGREEMENT WITH PFM ASSET MANAGEMENT LLC, TO PROVIDE ASSISTANCE IN DETERMINING ARBITRAGE LIABILITY

WHEREAS, pursuant to N.J.S.A. 19:44A-20.4 et seq., PFM Asset Management LLC, has completed and submitted a Business Entity Disclosure Certification which certifies that PFM Asset Management LLC, has not made any reportable contributions to a political or candidate committee in the City of Jersey City in the previous one year, and that the contract will prohibit PFM Asset Management LLC, from making any reportable contributions through the term of the contract; and

WHEREAS, PFM Asset Management LLC, has submitted a Chapter 271 Political Contribution Disclosure Certification prior to the award of this contract; and

WHEREAS, PFM Asset Management LLC, has submitted a Certification that it is in compliance with the City's Pay-to-Play Ordinance 08-128; and

WHEREAS, funds in the amount of \$100,000.00 are available in Account No. 2011-04-227-55-000-021.

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 extraordinary unspecifiable service contract, in substantially the form of the attached, with PFM Asset Management LLC, for providing assistance in determining the arbitrage liability in connection with certain bond issues issued by the City for a total contract amount not to exceed \$100,000.00;
2. The contract term shall be one year effective as of October 25, 2010;
3. This contract is awarded as an Extraordinary Unspecifiable Services contract under the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(ii) because of the reasons stated in the EUS certification attached hereto;
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;
5. The award of this contract shall be subject to the condition that PFM Asset Management LLC, provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-1 et seq.;
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Determination of Value Certification, and Certification of Compliance with the City's Pay-to-Play Ordinance 08-128, all of which are attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

TITLE: **JAN 26 2011**

RESOLUTION RATIFYING AN EXTRAORDINARY UNSPECIFIABLE SERVICES AGREEMENT WITH PFM ASSET MANAGEMENT LLC, TO PROVIDE ASSISTANCE IN DETERMINING ARBITRAGE LIABILITY

7. The resolution authorizing the award of this contract and the contract itself shall be available for public inspection; and

I hereby certify that funds in the amount of \$100,000.00 are available in Account No.: 2011-04-227-55-000-021, P.O. No.: 102257 for payment of this resolution.

Donna Mauer
Donna Mauer, Chief Financial Officer

APPROVED: Donna Mauer, CFO

APPROVED AS TO LEGAL FORM

APPROVED: John Tull
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
1/26/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY	✓			FULOP	✓			FLOOD	ABSENT		
LOPEZ	✓			RICHARDSON	ABSENT			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

10.7.3

CERTIFICATION IN SUPPORT OF AWARDING A CONTRACT TO PFM ASSET MANAGEMENT LLC, AS AN EXTRAORDINARY, UNSPECIFIABLE SERVICE

DATE: January 19, 2011
TO: Municipal Council
FROM: Donna Mauer, Chief Financial Officer
SUBJECT: Contract for providing services in determining the City's arbitrage liability in connection with certain bond issues.

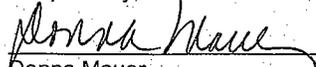
This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: PFM Asset Management LLC
Cost: not to exceed \$100,000
Period: twelve (12) months
Purpose: To provide services in determining the City's arbitrage liability

This is requested to be awarded without competitive bids as an Extraordinary, Unspecifiable Service (N.J.S.A. 40A:11-5(1)(a)(ii)). I do hereby certify as follows:

1. PFM Asset Management LLC (PFMAM) agrees to assist the City with meeting its arbitrage rebate requirements. This assistance will include a review of documents relating to the bond issues, note issues, the investments and disbursements of bond and note proceeds.
2. This contract meets the provisions of the statute and rules because the service is specialized and qualitative in nature requiring expertise and proven reputation in rebate calculations. This service requires a thorough knowledge and understanding of accounting principles, federal tax laws and extensive experience in the municipal bond market.
3. The services are of such specialized and qualitative nature that the performance of these services cannot be reasonably described by written specifications because they require extensive experience in arbitrage rebate calculations, municipal bonding, investing and knowledge of relevant tax laws.
4. It is impracticable to solicit quotes due to the specialized nature of the work. Few firms understand municipal arbitrage liability. PFM Asset Management has a proven track record with the city.
5. I have reviewed the rules and regulations of the Division of Local Government Services as contained in N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered as an Extraordinary, Unspecifiable Service in accordance with the requirements thereof.

Respectfully,



Donna Mauer
Chief Financial Officer

AGREEMENT

AGREEMENT made this _____ day of _____, 2011 between the City of Jersey City, a Municipal Corporation of the State of New Jersey ("City") and PFM Asset Management LLC (hereinafter referred to as ("PFMAM")).

ARTICLE I

Purpose of Agreement

The purpose of this Agreement is for PFMAM to conduct a review of the Bond Issues to assist the City in meeting the requirements of the Arbitrage and Tax Certificates executed in connection the Bond Issues.

ARTICLE II

Scope of Services

1. PFMAM shall perform for the City all the required services in accordance with the proposal dated **January 21, 2011**, prepared by PFMAM, which is attached hereto and made a part hereof by reference. This Agreement and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy among the provisions of this Agreement and the Proposal, the provisions of this Agreement shall govern over the Proposal.

2. Such described services shall be performed during a period of 12 months, commencing on _____ and ending on _____.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and PFMAM. Any modifications which increase the compensation of PFMAM shall require the prior authorization of the governing body of the City.

ARTICLE III

Contractual Relationship

1. In performing the services under this Agreement, PFMAM shall operate and have the status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, PFMAM shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.

2. PFMAM 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. The total fee payable to PFMAM for the entire term of this Agreement shall not exceed \$100,000.00 This amount is based on the following fee schedule:

Managing Director	\$525.00
Senior Managing Consultant	\$380.00
Consultant-Level 4	\$230.00
Consultant-Level 3	\$195.00
Consultant-Level 2	\$165.00
Consultant-Level 1	\$135.00
Support Staff	\$ 75.00

2. Compensation shall be due and payable to PFMAM upon receipt of a monthly statement by the City from PFMAM outlining services performed and/or rendered by PFMAM on behalf of the City during that month. The monthly statement from PFMAM shall specify the number of hours expended by PFMAM during that monthly reporting period in the performance of services on behalf of the City. PFMAM understands that said monthly statements must be submitted to the governing body of the City for approval prior to payment.

ARTICLE V
Insurance

1. PFMAM shall purchase and maintain the following insurance during the term of this Agreement:

A. Comprehensive General Liability: including Premises Operations, and Products Completed Operations - covering as insured the PFMAM with not less than One Million (\$1,000,000) Dollars combined single limit for Bodily Injury and Property Damage Liability. The City of Jersey City, its agents, servants shall be named as additional named insured.

B. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of the PFMAM in the sum of One Hundred Thousand (\$100,000) Dollars (Statutory).

C. Professional Liability Insurance: covering as insured the PFMAM with not less than ONE MILLION DOLLARS (\$1,000,000) Limit of Liability. Said policy shall include an endorsement whereby the PFMAM indemnifies and holds harmless the CITY, its respective employees from all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or

caused by error, omission, or negligent act of the PFMAM or any one employed by the PFMAM.

2. The PFMAM agrees to procure and maintain insurance of the kinds and in the amounts herein above provided by insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Before commencing the work, the PFMAM shall furnish the City certificates of such insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, and Workmen's Compensation Insurance, shall be kept in force until submission of the PFMAM's final invoice.

ARTICLE VI Termination

1. Either party shall have the right to terminate this Agreement in whole or in part without cause at any time upon two (2) weeks written notice. PFMAM shall be paid the amount earned by or reimbursable to PFMAM hereunder to the time specified in said notice. PFMAM shall have no further claim against the City with respect thereto.

ARTICLE VII Indemnity

The PFMAM shall be liable to and hereby agrees to indemnify and hold harmless the City and employees of the City from any damages and for any 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 PFMAM or anyone employed by the PFMAM in the performance of this contract.

ARTICLE VIII Entire Agreement

1. This agreement constitutes the entire agreement between City and PFMAM.

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.

ARTICLE IX
Assignment

PFMAM shall make no assignment or transfer of this agreement or assign or transfer any part of the work under this agreement.

ARTICLE X
Choice of Law

This agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this agreement shall be constructed in accordance with the laws of the State of New Jersey.

ARTICLE XI
Modification

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the agreement.

ARTICLE XII
Counter-parts

This agreement shall be executed in four counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

ARTICLE XIII
Paragraph Headings

The paragraph headings in this agreement are for convenience only; they form no part of this agreement and shall not affect its interpretation.

ARTICLE XIV

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.

ARTICLE XV

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.

ARTICLE XVI

COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PLAN

(A) If the Agreement exceeds \$21,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Equal Employment Opportunity and Affirmative Action provisions).

(B) This Agreement shall not become effective and PFMAM shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity and 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).

(C) PFMAM 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:

- 1) A photo copy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or
- 2) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- 3) 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 XVII

Notice

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

City of Jersey City
Management and Budget Office
City Hall, 280 Grove Street, Rm 208
Jersey City, N.J. 07302

Joan M. DiMarco
PFM Asset Management LLC
Two Logan Square, Suite 1600
Philadelphia PA 19103-2270

ARTICLE XVIII

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.) 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 XIX
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.

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 Contractor, 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 (contributions made prior to September 23, 2008 are exempt) 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.

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.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the date set forth above.

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

JOHN KELLY
Business Administrator

ATTEST:

PFM Asset Management LLC
Joan M. DiMarco

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

Part I – Vendor Affirmation

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

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Committee to Elect Willie Flood	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EPO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
PEM I, LLC (100%)	Two Logan Square Suite 1600 Philadelphia, PA 19103

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: PEM Asset Management LLC

Signed: [Signature] Title: Managing Director

Print Name: Steve Boyle Date: January 24, 2011

Subscribed and sworn before me this 21st day of January, 2011

My Commission expires:

[Signature]
 (Affiant)
Jennifer L. Howell, Notary
 (Print name & title of affiant) (Corporate Seal)

NOTARIAL SEAL
JENNIFER L. HOWELL
 Notary Public
 PHILADELPHIA CITY, PHILADELPHIA CNTY
 My Commission Expires May 8, 2013

**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 PFM Asset Management LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding 1/24/11 (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 PFM Asset Management LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

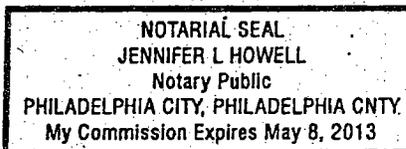
Name of Business Entity: PFM Asset Management LLC

Signed *Steve Boyle* Title: Managing Director

Print Name Steve Boyle Date: January 24, 2011

Subscribed and sworn before me
this 24 day of Jan, 2011.
My Commission expires:

Jennifer L Howell
Jennifer L Howell, 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.

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: Stephen Boyle
Representative's Signature: [Signature]
Name of Company: FBI Asset Management LLC
Tel. No.: (215) 567-6000 Date: 11/24/11

**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 : PFM Asset Management LLC
Address : Two Logan Square, Suite 1600, Philadelphia, PA 19103
Telephone No. : (215) 567-6100
Contact Name : Mike Aileo

Please check applicable category :

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

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: PFM ASSET MANAGEMENT LLC

Trade Name:

Address: ONE KEYSTONE PLAZA #200
HARRISBURG, PA 17101

Certificate Number: 1155985

Effective Date: June 03, 2005

Date of Issuance: January 24, 2011

For Office Use Only:

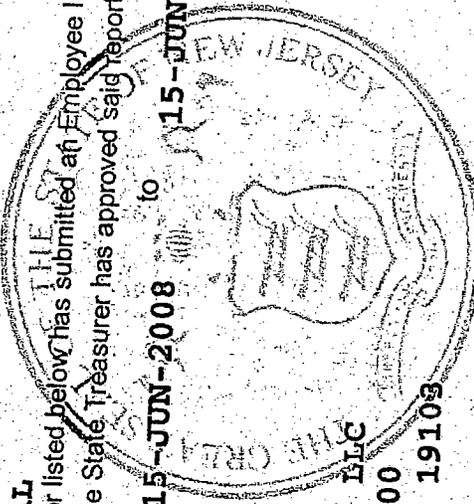
20110124151544013

Certification 36989
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

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

15-JUN-2008 to **15-JUN-2011**



**PFM ASSET MANAGEMENT, LLC
TWO LOGAN SQ. STE. 1600
PHILADELPHIA PA 19103**

A handwritten signature in black ink, appearing to read "D. P. ...", written over a horizontal line.

State Treasurer

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

City Clerk File No. Res. 11-056

Agenda No. 10.Z.4

Approved: JAN 26 2011

TITLE:



RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICE AGREEMENT TO ERFIS, INC. TO PROVIDE THE CITY OF JERSEY CITY WITH ENVIRONMENTAL SERVICES IN CONNECTION WITH REMEDIATION OF PPG SITES

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City requires the services of an engineer to perform environmental investigation and review of technical data furnished by PPG in connection with the remediation performed at the various PPG sites; and

WHEREAS, ERFIS, Inc. is qualified to perform these services and will provide these services for a total amount of \$70,000; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

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

WHEREAS, in addition ERFIS, Inc. have signed the Pay-to-Play Certification required by the adoption of Ordinance 08-128; and

WHEREAS, funds in the amount of \$70,000 are available for the cost of these services from the PPG Environmental Trust Fund Account No.: **04-226-55-000-034.**

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

1. An agreement is awarded to ERFIS, Inc. of 2150 Highway 35, Suite 250, Sea Girt, New Jersey 08750 to undertake an environmental investigation and remediation of the PPG Site located on Garfield Avenue, for a total amount of \$70,000, including expenses.
2. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.
3. 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.
4. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

TITLE:

JAN 26 2011

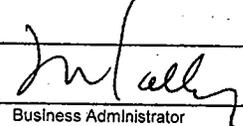
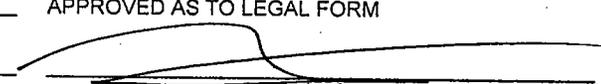
RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICE AGREEMENT TO ERF, INC. TO PROVIDE THE CITY OF JERSEY CITY WITH ENVIRONMENTAL SERVICES IN CONNECTION WITH REMEDIATION OF PPG SITES

5. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that there are sufficient funds available in Account No.: **04-226-55-000-034** for payment of this resolution. *PO 102261*


Donna Mauer, Chief Financial Officer

AV
1/20/11

APPROVED:  BUSINESS ADMINISTRATOR
APPROVED AS TO LEGAL FORM
APPROVED:  CORPORATION COUNSEL

Certification Required
Not Required

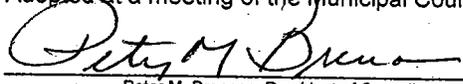
APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				1/26/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY	✓			FULOP	✓			FLOOD			ABSENT
LOPEZ	✓			RICHARDSON			ABSENT	BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Peter M. Brennan, President of Council


Robert Byrne, City Clerk

Jersey City Law Department
OFFICE OF THE CORPORATION COUNSEL
Memorandum

Date: January 20, 2011

To: City Council Members

From: William Matsikoudis, Corporation Counsel

Subject: Re-authorizing PPG JCO Oversight Professionals-Dr. Max Costa and ERFS

The City Council approved a settlement between the NJ DEP, City of Jersey City, and PPG, the which is enshrined in a judicial consent order (JCO) executed on June 26, 2009, whereby PPG agreed to remediate a number of sites in accordance with DEP chromium remediation standards and within a five (5) year master schedule, to be overseen by Site Administrator, Mike McCabe. Pursuant to the JCO, the City has the right to engage the services of professionals to review technical submissions by PPG, make recommendation to the Site Administrator that are in the interest of Jersey City's goals, and to assess the impact on human health, environmental safety and efficacy of PPG 's proposed actions. The JCO also stipulates that PPG will pay Jersey City \$70,000 per year from December 2010 to December 2014 to pay for the expense of retaining and compensating these professionals. Accordingly, the City retained the services of Dr. Max Costa and ERFS, Inc. to assist the City in overseeing the cleanup of the various PPG sites, who we now seek to re-authorize with funds received from PPG.

Dr. Max Costa of, Costa Toxicologist Consultants, has \$47,700 remaining from his previous authorization and will not require any additional appropriation of funds from the previous \$70,000.00 PPG installment we seek to reauthorize him pursuant to N.J.S.A. 40A:11-5 which requires annual reauthorization. Dr. Costa is a tenured professor at NYU and is considered a preeminent expert on the subject of chromium's impact on human health. He has provided City officials, the PPG Citizens' Advisory Board, and the public with his expert opinion on the health impacts of chromium in the air and its pathways to human exposure.

ERFS has played a key role in assessing scientific data presented by PPG and has assisted the City by reviewing and commenting on reports submitted to the Site Administrator and the DEP. ERFS requires an additional appropriation, as well as a re-authorization. ERFS will receive the full \$70,000.00 installment sent by PPG and their re-authorization will not cost the City any funds outside of the PPG installment.

Finally, as you may already know, PPG has agreed to fully excavate the chromium contamination at the Garfield Avenue site.. This is a great development for the City and the local residents who have been awaiting this remedy for over two decades. I have enclosed a newspaper article detailing this recent development and a copy of the last report submitted to Judge Olivieri.

c: Jack Kelly, Business Administrator
Robert Byre, City Clerk

EXHIBIT A**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27****GOODS, PROFESSIONAL SERVICES 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 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

Environmental Remediation and
Financial Services, LLC
2150 Highway 70, Suite 250
Sea Grant, NJ 08750

EXHIBIT A (Cont)

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 personal 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, 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 subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations; and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

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

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

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

Representative's Name/Title (Print): Mark Villano

Representative's Signature: [Signature]

Name of Company: ERFS

(732) 974-3570

Environmental Remediation and
Financial Services, LLC
2150 Highway 85, Suite 250
Sea Girt, NJ 08750

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

The contractor and the PRESIDENT of ERFS (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. 8121 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: MARK G. VIGNERI
Representative's Signature: [Signature]
Name of Company: ERFS
Tel. No.: (732) 974-3570 Date: 11/20/11

Environmental Remediation and
Financial Services, LLC
2150 Highway 85, Suite 250
Sea Girt, NJ 08750

Environmental Remediation and
Financial Services, LLC
2150 Highway 35, Suite 250
Sea Girt, NJ 08750

**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
ERFS (name of business entity) has not made any reportable
contributions in the **one-year period preceding 1/25/11 (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 ERFS
(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: ENVIRONMENTAL REMEDIATION AND FINANCIAL SERVICES, LLC

Signed [Signature] Title: PRESIDENT & CEO

Print Name MARK VIGNORI Date: 1/26/11

Subscribed and sworn before me
this ___ day of ___, 2___
My Commission expires:

(Affiant)

(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.

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 : ENVIRONMENTAL REMEDIATION AND FINANCIAL SERVICES LLC

Address : 2150 HWY 35, SUITE 250, SEA GIRT, NJ 0876

Telephone No. : (732) 974-3570

Contact Name : MARK VIGNORI

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ENVIRONMENTAL REMEDIATION AND FINANCIAL SERVICES LLC

Trade Name:

Address: 1127 CROSSING WAY
WAYNE, NJ 07470

Certificate Number: 1029092

Effective Date: November 28, 2003

Date of Issuance: January 26, 2011

For Office Use Only:

20110126111358617

DISPLAYS FORMER ADDRESS,
SYSTEM HAS NOT ALLOWED
ADDRESS TO CHANGE.

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

City Clerk File No. Res. 11-057

Agenda No. 10.Z.5

Approved: JAN 26 2011

TITLE:



RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICE AGREEMENT TO MAX COSTA, Ph.D. TO ASSIST THE CITY WITH THE IMPLEMENTATION OF THE SETTLEMENT OF THE PPG ENVIRONMENTAL LITIGATION

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City is a third party defendant in the matter entitled NJ Department of Environmental Protection v. Honeywell International, Inc and City of Jersey City, Civil Action No. HUD-C-77-05; and

WHEREAS, the parties have amicably resolved the elements of the dispute relative to the PPG Sites consisting of 61 residential and non-residential sites along Garfield Avenue as well as certain orphan sites, by the approval of a joint consent order; and

WHEREAS, the City of Jersey City required the services of an environmental health expert to consult with the City to assist it in evaluating the health exposure study and other related matters that will be undertaken in connection with the remediation of the PPG Sites under the joint consent order; and

WHEREAS, N.J.S.A. 40A:11-15 requires professional services contracts to be renewed on an annual basis; and

WHEREAS, Max Costa, PhD of the New York University School of Medicine Department of Environmental Medicine [NYU], is qualified to perform these services and will provide these services at the rate of \$350 per hour, including expenses; and

WHEREAS, a copy of the Curriculum Vitae of Max Costa, PhD, is on file in the office of the City Clerk; 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 City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, Max Costa, PhD of NYU has completed and submitted a Business Entity Disclosure Certification which certifies that the NYU 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 NYU from making any reportable contributions during the term of the contract; and

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

WHEREAS, Max Costa, PhD of NYU has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

City Clerk File No. Res. 11-057

Agenda No. 10.Z.5

JAN 26 2011

TITLE: RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICE AGREEMENT TO MAX COSTA, Ph. D. TO ASSIST THE CITY WITH THE IMPLEMENTATION OF THE SETTLEMENT OF THE PPG ENVIRONMENTAL LITIGATION

WHEREAS, funds in the amount of \$47,700 are available for the cost of these services from the PPG Environmental Trust Fund Account No.:

04-226-55-000-034 PO 10,2260 *Donna Mauer*

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

1. An agreement is reauthorized to Max Costa, PhD of NYU School Of Medicine Department of Environmental Medicine of Fair Lawn, New Jersey to consult with and to provide advice to Jersey City with regard to the medical study to be conducted pursuant to the PPG Settlement Agreement that will ascertain the health risks from exposure to chromium on Garfield Avenue, at the rate of \$350 per hour, including expenses, up to \$47,700.
2. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.
3. 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.
4. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
5. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				1/26/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY	✓			FULOP	✓			FLOOD			ABSENT
LOPEZ	✓			RICHARDSON			ABSENT	BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

Jersey City Law Department
OFFICE OF THE CORPORATION COUNSEL
Memorandum

Date: January 20, 2011

To: City Council Members

From: William Matsikoudis, Corporation Counsel

Subject: Re-authorizing PPG JCO Oversight Professionals-Dr. Max Costa and ERFs

The City Council approved a settlement between the NJ DEP, City of Jersey City, and PPG, the which is enshrined in a judicial consent order (JCO) executed on June 26, 2009, whereby PPG agreed to remediate a number of sites in accordance with DEP chromium remediation standards and within a five (5) year master schedule, to be overseen by Site Administrator, Mike McCabe. Pursuant to the JCO, the City has the right to engage the services of professionals to review technical submissions by PPG, make recommendation to the Site Administrator that are in the interest of Jersey City's goals, and to assess the impact on human health, environmental safety and efficacy of PPG's proposed actions. The JCO also stipulates that PPG will pay Jersey City \$70,000 per year from December 2010 to December 2014 to pay for the expense of retaining and compensating these professionals. Accordingly, the City retained the services of Dr. Max Costa and ERFs, Inc. to assist the City in overseeing the cleanup of the various PPG sites, who we now seek to re-authorize with funds received from PPG.

Dr. Max Costa of, Costa Toxicologist Consultants, has \$47,700 remaining from his previous authorization and will not require any additional appropriation of funds from the previous \$70,000.00 PPG installment we seek to reauthorize him pursuant to N.J.S.A. 40A:11-5 which requires annual reauthorization. Dr. Costa is a tenured professor at NYU and is considered a preeminent expert on the subject of chromium's impact on human health. He has provided City officials, the PPG Citizens' Advisory Board, and the public with his expert opinion on the health impacts of chromium in the air and its pathways to human exposure.

ERFS has played a key role in assessing scientific data presented by PPG and has assisted the City by reviewing and commenting on reports submitted to the Site Administrator and the DEP. ERFs requires an additional appropriation, as well as a re-authorization. ERFs will receive the full \$70,000.00 installment sent by PPG and their re-authorization will not cost the City any funds outside of the PPG installment.

Finally, as you may already know, PPG has agreed to fully excavate the chromium contamination at the Garfield Avenue site.. This is a great development for the City and the local residents who have been awaiting this remedy for over two decades. I have enclosed a newspaper article detailing this recent development and a copy of the last report submitted to Judge Olivieri.

c: Jack Kelly, Business Administrator
Robert Byre, City Clerk



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: COSTA TOXICOLOGIST CONSULTANTS, INC.
Trade Name:
Address: 208 FIRST ST UNIT 3
HOBOKEN, NJ 07030
Certificate Number: 1493446
Effective Date: June 15, 2009
Date of Issuance: June 15, 2009

For Office Use Only:
20090615153023135

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES 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 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 of 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

01/20/2011 16:55 201 377 0200

EXHIBIT A (Cont)

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 personal 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, 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 subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

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

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

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

Representative's Name/Title (Print): MAX COSTA
President
Representative's Signature: [Signature]
Name of Company: COSTA TOXICOLOGY, SS
CONSULTANT, LLC

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

The contractor and the ^{City} ~~County~~ of ^{S.C.} ~~VAN DYKE~~, (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: President, MAX COSTA
Representative's Signature: [Signature]
Name of Company: COST TOXICOLOGIST CONSULTING INC
Tel. No.: 201 419 8596 Date: 01/20/11

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 :

Costa Toxicologist Consultants
208 1st Street, Unit 3
Hoboken, NJ 07030

Address :

Telephone No. :

201-418-8596

Contact Name :

MAX COSTA

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.

P.L. 2004, c. 57 (N.J.S.A. 52:32-44)
MANDATORY BUSINESS REGISTRATION LANGUAGE

Non Construction Contracts

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32- 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. 40A:11-2).

"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 c P.L.2001, c.134 (C.52:32-44 et al) 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."

**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 COSTA TOXICOLOGIST CONSULT INC (name of business entity) has not made any reportable contributions in the **one-year period preceding 01/21/11 (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 COSTA TOXICOLOGIST CONSULT 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: COSTA TOXICOLOGIST CONSULT INC

Signed [Signature] Title: President

Print Name MAX COST Date: 1/20/11

Subscribed and sworn before me
this ___ day of ___, 2___
My Commission expires:

(Affiant)

(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.

City Clerk File No. Ord. 08-128

Agenda No. INITIATIVE PETITION 1st Reading

Agenda No. 4.A. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 08-128

TITLE:

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City
(CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

The Municipal Council of the City of Jersey City does hereby ordain:

WHEREAS, large political contributions from those seeking or performing contracts with a municipality raise reasonable concerns on the part of taxpayers and residents as to their trust in government and its business practices; and

WHEREAS, pursuant to N.J.S.A. 40:48-2, a municipality is authorized to adopt such ordinances, regulations, rules and by-laws as necessary and proper for good government, as well as the public health, safety and welfare; and

WHEREAS, pursuant to P.L.2005, c.271 (codified at N.J.S.A. 40A:11-57) a municipality is authorized to adopt by ordinance, measures limiting the awarding of public contracts to business entities that have made political contributions, and limiting the contributions that the recipient of such a contract can make during the term of a contract; and

WHEREAS, in the interest of good government, the people and the government of the City of Jersey City desire to establish a policy that will avoid the perception of improper influence in public contracting and local elections;

NOW, THEREFORE, BE IT RESOLVED, it shall be the policy of the City of Jersey City to create such a regulation which states that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City; and

BE IT ORDAINED by the City of Jersey City, in the County of Hudson, and State of New Jersey, as follows:

DEFINITIONS

As used in this ordinance:

- (a) "Campaign Committee" means (i) every candidate for City of Jersey City elective municipal office; (ii) every candidate committee established by or for the benefit of a candidate for City of Jersey City elective municipal office; (iii) every joint candidate committee established in whole or in part by or for the benefit of a candidate for City of Jersey City elective municipal office; (iv) every political party committee of the City of Jersey City; (v) every political party committee of the County of Hudson; and (vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates for the City of Jersey City municipal or Hudson county elective offices or City of Jersey City municipal or Hudson county political parties or political party committees. The terms in the foregoing paragraph have the meaning prescribed in N.J.A.C. 19:25-1.7.

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

- (b) "Contribution" has the meaning prescribed in N.J.A.C. 19:25-1.7. By way of illustration, and not limitation, this definition includes pledges, loans, and in-kind contributions.
- (c) A "contract for professional or extraordinary services" means all contracts for "professional services" and "extraordinary unspecifiable services" as such term is used in N.J.S.A. 40A:11-5
- (d) For purposes of this Ordinance, a "Business Entity" whose contributions are regulated by this ordinance means: (i) an individual including the individual's spouse, and any child/children; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (iii) any person who owns 10% or more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such an entity, in the aggregate, and their spouses and child/children; (v) any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or indefeasibly acquired the right to receive, from a person described in subparagraph (i) above, more than \$100,000.00 in compensation or income of any kind (including, by way of illustration, and not limitation: wages, salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award of, or during the term of, a contract subject to this ordinance; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) above, as such term is used in 11 U.S.C. 101(2).

SECTION 1 - PROHIBITION ON AWARDING PUBLIC CONTRACTS TO CERTAIN CONTRIBUTORS

- (e) To the extent that it is not inconsistent with state or federal law, the City of Jersey City and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement or otherwise contract to procure "professional services" as such term is defined at N.J.S.A. 40A:11-2(6) and used at N.J.S.A. 40A:11-5(1)(a)(i) and/or banking, insurance or other consulting service (hereinafter "Professional Services"), nor "extraordinary unspecified services" as such term is defined at N.J.S.A. 40A:11-2(7) and used at N.J.S.A. 40A:11-5(1)(a)(ii) and/or media, public relations, lobbying, parking garage management or other consulting and/or management service (hereinafter "Extraordinary Unspecified Services") from any Business Entity if such Business Entity has solicited or made any Contribution to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) to any continuing political committee or political action committee that regularly engages in the support of Jersey City municipal or Hudson County elections and/or Jersey City municipal or Hudson County candidates, candidate committees, joint candidate committees, political committees, political parties, political party committees; (hereinafter "PAC"), in excess of the thresholds specified in subsection (c) within one calendar year immediately preceding the date of the contract or agreement.
- (f) No Business Entity who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the City of Jersey City or any of its departments or instrumentalities, for the rendition of Professional Services or Extraordinary Unspecified Services shall knowingly solicit or make any Contribution, to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) any PAC between the time of first communication between that Business Entity and the municipality regarding a specific agreement for Professional Services or Extraordinary Unspecified Services, and the later of the termination of negotiations or rejection of any proposal, or the completion of the performance or specified time period of that contract or agreement.
- (g) The monetary thresholds of this Ordinance are: (i) a maximum of \$300 per calendar year each for any purpose to any candidate or candidate committee for mayor or governing body, or \$500 per calendar year to any joint candidates committee for mayor or governing body, or \$300 per calendar year to a political committee or political party committee of the City of Jersey City; (ii) \$500 maximum per calendar year to a Hudson County political committee or political party committee; and (iii) \$500 maximum per calendar year to any PAC. However, for each Business Entity party to a contract for Professional or Extraordinary Unspecified Services as defined in subparagraph (a), or engaged in negotiations for a contract defined in subparagraph (a), when such Business Entity's Contribution is aggregated with all "persons" defined in subparagraph (d)

Continuation of City Ordinance 08-128, page 3

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

of "Definitions" above, by virtue of their affiliation to that Business Entity party, a maximum of \$2,500 to all City of Jersey City candidates, candidate committees, joint candidate committees, and holders of public office having ultimate responsibility for the award of a contract, all City of Jersey City or Hudson County political committees and political party committees as described herein combined, without violating subsection (a) of this section.

(f) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be (i) the City of Jersey City Mayor or Governing body, if the contract requires approval or appropriation from the Mayor or Governing body, or (ii) the Mayor of the City of Jersey City, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

(i) Rules regarding subcontractors. No person may be awarded a subcontract to perform under a contract subject to this Ordinance, if the subcontractor would be disqualified by paragraph (a) from receiving the contract at the time that the subcontract is awarded. Nor may any person who would be disqualified by paragraph (a) from receiving the contract perform substantially all of obligations described in a contract for professional or extraordinary services that is subject to this ordinance.

SECTION 2 - CONTRIBUTIONS MADE PRIOR TO THE EFFECTIVE DATE

No Contribution or solicitation of contributions made prior to the effective date of this Ordinance shall be deemed to give rise to a violation of this Ordinance.

SECTION 3 - CONTRACT RENEWAL

No contract subject to this ordinance may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowable under the provisions of this ordinance if it were an initial contract.

SECTION 4 - CONTRIBUTION STATEMENT BY BUSINESS ENTITY

(j) Prior to awarding any contract or agreement to procure Professional Services* or Extraordinary Unspecified Services* from any Business Entity, the City of Jersey City or its purchasing agents and departments, as the case may be, shall receive a sworn statement from said Business Entity which is the intended recipient of said contract that he/she/it has not made a Contribution in violation of Section 1 of this Ordinance. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the City Council that the aforementioned sworn statement has been received and that the Business Entity is not in violation of this ordinance, prior to awarding the contract or agreement.

(k) A Business Entity shall have a continuing duty to report to the City of Jersey City any Contributions that constitute a violation of this act that are made during the negotiation, proposal process or the duration of a contract. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the governing body within ten (10) business days after receipt of said report from the Business Entity, or at the next City Council meeting following receipt of said report from the Business Entity, or whichever comes first.

(l) The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Jersey City, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

SECTION 5 - RETURN OF EXCESS CONTRIBUTIONS

A Business Entity that is a party to a contract for Professional Services or Extraordinary Unspecified Services may cure a violation of Section 1 of this Ordinance, if, within 30 days after the date on which the applicable GLEC report is published, said Business Entity notifies the municipality in writing and seeks and receives reimbursement of the Contribution from the recipient of such Contribution.

SECTION 6 - EXEMPTIONS

The contribution limitations prior to entering into a contract in Section 1(a) do not apply to contracts which (i) are awarded to the lowest responsible bidder after public advertising for bids and bidding therefor within the meaning of N.J.S.A. 40A:11-4, or (ii) are awarded in the case of emergency under N.J.S.A. 40A:11-6. There is no exemption for contracts awarded pursuant to a "Fair and Open Process" under N.J.S.A. 19:44A-20 et seq.

Continuation of City Ordinance 08-188, page 4

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

SECTION 7 - PENALTY

(m) It shall be a material breach of the terms of a City of Jersey City agreement or contract for Professional Services or Extraordinary Unspecified Services when a Business Entity that is a party to such agreement or contract has: (i) made or solicited a Contribution in violation of this Ordinance; (ii) knowingly concealed or misrepresented a Contribution given or received; (iii) made or solicited Contributions through intermediaries for the purpose of concealing or misrepresenting the source of the Contribution; (iv) made or solicited any Contribution on the condition or with the agreement that it will be re-contributed to a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or any Jersey City or Hudson County political committee or political party committee, or any PAC; (v) engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any Contribution, which if made or solicited by the professional Business Entity itself, would subject that entity to the restrictions of this Ordinance; (vi) funded contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engaged in any exchange of Contributions to circumvent the intent of this Ordinance; or (viii) directly or indirectly, through or by any other person or means, done any act which if done directly would subject that entity to the restrictions of this Ordinance.

(n) Furthermore, any Business Entity that violates Section 7 (a) (i-viii) shall be disqualified from eligibility for future City of Jersey City contracts for a period of four (4) calendar years from the date of the violation.

(o) Any person who knowingly, purposely, or recklessly violates any provision of this ordinance, or who conspires with another person to violate any provision of this ordinance, or who, with the purpose of promoting or facilitating a violation of this ordinance, solicits another person to commit it, or aids or agrees, or attempts to aid another person in planning or committing it, shall be subject to punishment including fines and/or imprisonment as fixed by law for violations of the ordinances of the City of Jersey City.

SECTION 8 - CITIZENS PRIVATE RIGHT OF ACTION

In addition to any rights that were heretofore available, or which may hereafter be available, to citizens, taxpayers, or associations, to challenge violations of this ordinance, every person aggrieved by a violation of the ordinance, or any taxpayer or resident of the City of Jersey City has the right, consistent with the Rules of Court, to file charges in a court of competent jurisdiction, and/or to pursue a civil action for a violation of this ordinance in a court of competent jurisdiction, and to seek and obtain declaratory, injunctive, or other legal or equitable relief, including but not limited to, attorneys fees and costs, arising from or related to a violation of this ordinance.

SECTION 9 - SEVERABILITY

If any provision of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby, and to this extent the provisions of this Ordinance are severable. The drafters of this Ordinance, the persons signing the petition in support of this Ordinance, and the persons who cast votes in favor of the Ordinance, declare that they would have supported the Ordinance and each section, subsection, sentence, clause, phrase, or provision or application thereof, irrespective of the fact that any one or more other sections, subsections, sentences, clauses, phrases, or provisions or applications thereof may be held invalid.

COMMITTEE OF PETITIONERS pursuant to N.J.S.A. 40:69A-186

James Carroll, 44 Terrace, Jersey City, New Jersey 07307
 Steven Fulop, 76 Essex Street, Jersey City, N.J. 07302
 Daniel Levin, 228 1/2 Third Street, Jersey City, NJ 07302
 Aaron Morrill, 209 Washington Street, Jersey City, N.J. 07302
 Shelly Skinner, 286 Pavonia, Jersey City, N.J. 07302

SECTION 10 - REPEALER

All ordinances or parts of ordinances which are inconsistent with any provisions of this Ordinance are hereby repealed as to the extent of such inconsistencies.

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

SECTION 11 - INDEXING

The monetary thresholds of "Definitions" Section (d) and Section 1(c) of this ordinance shall be increased effective March 1 of each calendar year by the percentage increase, in the prior calendar year, of the consumer price index for all urban consumers (CPI-U) for the New York-Northern New Jersey-Long Island region, rounded to the nearest \$10.00. The Clerk of the City of Jersey City shall, by no later than April 1 of each calendar year, prepare and publish the revised thresholds on the official municipal website and in an official municipal newspaper.

SECTION 12 - EFFECTIVE DATE

This Ordinance shall become effective twenty (20) days following the final adoption thereof by the Municipal Council of the City of Jersey City and shall be published as required by law.

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required
Not Required

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

ORDINANCE NO. Ord. 08-128

TITLE: 4.A.

An ordinance establishing a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (Contractor Pay-to-Play Reform Ordinance)



INITIATED BY PETITION CERTIFIED AUGUST 20, 2008

RECORD OF COUNCIL VOTE ON AMENDMENTS											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				BAUGHAN				BRENNAN			
SPINELLO				FLOPP				FLOPP			
LIPSKI				RICHARDSON				VEGA, PRES.			

Indicates Vote: **JAMES F. WADDETON** **AARON MORRILL** **JAMES CARROLL** N.V.-Not Voting (Absent)
BRET SCHWIGLER **RAYLIE VUNKEL** **SEBASTIAN BERNHEIM**
STEVE DAVISON **TOM GIBBONS** **HEATHER TAYLOR**
TOM WILEN **SHELLEY SKINNER** **DANIEL LEVIN**

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			BAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FLOPP	✓			FLOPP	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

Indicates Vote: **DON FALCON** **YVONNE DALCER** N.V.-Not Voting (Absent)
ANTHONY AORELLI
ANDREW HUGSCH
MARALEY BOULES

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				BAUGHAN				BRENNAN			
SPINELLO				FLOPP				FLOPP			
LIPSKI				RICHARDSON				VEGA, PRES.			

Indicates Vote: N.V.-Not Voting (Absent)

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			BAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FLOPP	✓			FLOPP	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

Indicates Vote: N.V.-Not Voting (Absent)

Initiated by Petition Certified August 28, 2008

Adopted on second and final reading after hearing on

SEP 0 3 2008

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on SEP 0 3 2008

APPROVED:

Mariano Vega
 Mariano Vega, Jr., Council President

Date: SEP 0 3 2008

Robert Byrne
 Robert Byrne, City Clerk

APPROVED:

Stephen S. Mandel
 Stephen S. Mandel, Mayor

Date to Mayor: SEP 0 4 2008

*Attendance(s):

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 52:34-25(b) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfmmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006- for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions.

MEMO
Office of the Business Administrator

TO: Members of the Governing Body

FROM: John W. Kelly, Business Administrator

DATE: January 19, 2011

RE: "Resolution Authorizing an Amendment to the Collective Bargaining Agreement between the City of Jersey City and the Jersey City Police Officers Benevolent Association January 1, 2009 – December 31, 2012"

As you may know, the Mayor reached an agreement to amend certain portions of the Collective Bargaining Agreement between the City and the POBA in order to avoid the proposed lay-offs of 82 police officers. This agreement was reached with the executive board of the union, which is the representative body of the police officer's union. The remaining union membership is anticipated to vote on the terms of this settlement by Monday, January 24th, or Tuesday, January 25th of next week.

Since the official vote of the full union membership is not yet known, only the title of the proposed Resolution is on today's agenda. The Resolution containing the details of the amendments to the Collective Bargaining Agreement is expected to be on next week's January 26th council meeting agenda, assuming the union vote is positive towards the settlement conditions.

*THERE WAS NO RESOLUTION
PRESENTED TO THE
MUNICIPAL COUNCIL FOR
THIS MEETING*