

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

City Clerk File No. Res. 18-858

Agenda No. 10.A

Approved: SEP 26 2018

TITLE: **RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2018 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.**



**COUNCIL**  
adoption of the following resolution:

**offered and moved**

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

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

**NOW THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City, that the City requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the CY 2018 Municipal Budget:

Grant Name	From	To
Child Health (CLPPP)	\$0	\$834,000
HUD -Community Development Block Grant (CDBG)	\$0	\$5,603,099
HUD -HOME Investment Partnerships (HOME)	\$0	\$2,019,702
HUD -Emergency Solutions Grant (ESG)	\$0	\$453,186
HUD -Housing Opportunities for Persons With AIDS (HOPWA)	\$0	\$2,422,186

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

Grant Name	From	To
Child Health (CLPPP)	\$0	\$834,000
HUD -Community Development Block Grant (CDBG)	\$0	\$5,603,099
HUD -HOME Investment Partnerships (HOME)	\$0	\$2,019,702
HUD -Emergency Solutions Grant (ESG)	\$0	\$453,186
HUD -Housing Opportunities for Persons With AIDS (HOPWA)	\$0	\$2,422,186

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

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.26.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2018 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.

**Initiator**

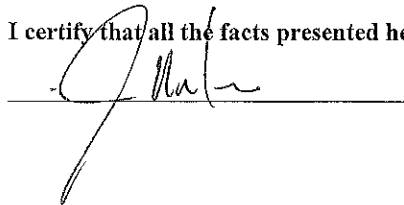
Department/Division	Administration	Management & Budget
Name/Title	John Metro	
Phone/email	(201) 547-5042	jmetro@jcnj.org

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

**Resolution Purpose**

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

I certify that all the facts presented herein are accurate.



Date: 09/19/2018

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

City Clerk File No. Res. 18-859

Agenda No. 10.B

Approved: SEP 26 2018

TITLE:

## RESOLUTION AUTHORIZING THE CHANGE OF CUSTODIANS OF PETTY CASH FUNDS



**COUNCIL**  
adoption of the following resolution:

offered and moved

WHEREAS, in accordance with N.J.S.A. 40A:5-21, the City of Jersey City is changing the custodians of petty cash funds as listed below:

OFFICE	FROM	TO	AMOUNT
City Council	Margaret DeVico	Marlene Sandkamp	\$200
Tax Assessor	Ivette Cruz	Jacinda Velazquez	\$200

WHEREAS, the above named custodians will be bonded for a minimum of \$1000 each by virtue of a surety bond.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey City, County of Hudson hereby authorizes such action and two copies of this resolution be filed with the Division of Local Government Services, New Jersey Department of Community Affairs for approval.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.26.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 18-860

Agenda No. 10-C

Approved: SEP 26 2018

TITLE:



## A RESOLUTION IN CELEBRATION OF ADELAIDE KHALIQUE ON THE OCCASION OF HER 100<sup>TH</sup> BIRTHDAY

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

**WHEREAS, Adelaide Khalique** was born on Monday, September 11, 1918 in Jersey City, New Jersey, where she had resided for the entirety of her life; and,

**WHEREAS, Adelaide Khalique** attended and graduated from William L. Dickinson High School and currently lives in the Batteryview Apartments at 72 Montgomery Street in Downtown Jersey City; and,

**WHEREAS, Adelaide Khalique** is proud to have spent the last thirty years of her life working with handicapped children; and,

**WHEREAS, Adelaide Khalique** is the mother to two daughters, Shahazan Khalique and NurJehan Khalique, is grandmother to three granddaughters and one grandson, and great-grandmother to one great-granddaughter; and,

**WHEREAS, Adelaide Khalique** is a member of a local mosque, and practices the Muslim faith; and,

**WHEREAS, Adelaide Khalique** will be joined by several dozen friends and family in celebrating her birthday this year at the monthly Our Lady of Czestochowa Senior Meeting on September 12, 2018;

**NOW THEREFORE BE IT RESOLVED** that the Members of the Jersey City Municipal Council join with her family, friends, and caregivers to celebrate and honor **Adelaide Khalique** as she celebrates achieving the momentous age of 100 years.

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.26.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



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

City Clerk File No. Res. 18-861

Agenda No. 10.D

Approved: SEP 26 2018

TITLE:



## A RESOLUTION CELEBRATING THE INSTALLATION OF THE RT. REV. CARLYE HUGHES AS THE 11<sup>TH</sup> BISHOP OF THE EPISCOPAL DIOCESE OF NEWARK

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

**WHEREAS, The Rt. Rev. Carlye Hughes** was born in Tulsa, Oklahoma and raised in Ft. Worth Texas; and,

**WHEREAS, The Rt. Rev. Carlye Hughes**, a life-long Episcopalian, heard the call to priesthood and attended Virginia Theological seminary earning a Master of Divinity in 2005. After a Fellowship, she served as rector at St. Peter's Church in Peekskill NY and most recently at Trinity Church in Ft. Worth, Texas; and,

**WHEREAS, The Episcopal Diocese of Newark** was established in 1874 and is comprised of eight Counties in Northern New Jersey; and has two parishes; Grace Van Vorst and St. Paul's Church & Church of the Incarnation in Jersey City; and,

**WHEREAS, on Saturday, September 22<sup>nd</sup> The Rt. Rev Carlye** will be installed as the 11<sup>th</sup> Bishop of The Episcopal Diocese of Newark at NJPAC. She will be the first woman and African American to serve as the Bishop of the Diocese of Newark; and,

**WHEREAS, On Sunday, September 23<sup>rd</sup> The Rt. Rev Carlye** will celebrate her first service as Bishop in Jersey City with the congregations of St. Paul's & The Incarnation and Grace Van Vorst at the Triangle Park Community Center; and,

**NOW, THEREFORE, BE IT RESOLVED**, that the Members of the Jersey City Municipal Council hereby recognize and welcome **The Rt. Rev. Carlye Hughes** to Jersey City and wish her well on her ministry and mission "to nurture and guide our capacity to build relationships with neighbors locally or on the other side of the globe."

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.26.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 18-862

Agenda No. 10.E

Approved: SEP 26 2018

TITLE:

## A RESOLUTION CELEBRATING THE 32<sup>ND</sup> PASTORAL ANNIVERSARY OF PASTOR JOHN H. MCREYNOLDS



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

**WHEREAS, Pastor John H. McReynolds** is the son of Joseph and Daisy McReynolds, and was born and raised in Allentown, Alabama where he was a member of the Mount Zion Baptist Church; and,

**WHEREAS, Pastor John H. McReynolds** knew at an early age he heard the call of God, and in 1970 under the leadership of Reverend. Eugene Henley in Chicago, Illinois, Reverend McReynolds acknowledged this calling to preach the gospel; and

**WHEREAS,** following diligent studies at the Moody Bible School, **Pastor John H. McReynolds** was called to serve as the Pastor of Mount Olive Baptist Church in Jersey City, New Jersey in 1986; and,

**WHEREAS,** under the leadership of **Pastor John H. McReynolds**, his church started the annual *Pastor John H. McReynolds Teen Magazine Literacy Program*, which has reached more than 10,000 local youth and been an overwhelming success for the church and the community; and

**WHEREAS, Pastor John H. McReynolds** is a firm believer that everybody is an "ex-somebody," and through his personal relationship with God has tried each day to act as a disciple for Christ; and

**WHEREAS, Pastor John H. McReynolds** is the loving husband of Tamika McReynolds, father of John Jr., Paul, Silas, Dejon, and Connie, grandfather to Al Jr., Jackie, Donnie, and Payton, and father-in-law to Michelle and Al.

**NOW, THEREFORE, BE IT RESOLVED** that the Members of the Jersey City Municipal Council hereby join with Mount Olive Baptist Church in honoring **Pastor John H. McReynolds** upon the celebration of his 32<sup>nd</sup> Pastoral Anniversary on Sunday, September 16, 2018; and,

**BE IT FURTHER RESOLVED** that all the Members of the Jersey City Municipal Council wish **Pastor John H. McReynolds** continued success in his Ministry to his flock and to all the people whom he is blessed to encounter.

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.26.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 18-863

Agenda No. 10.F

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

## WITHDRAWN



**TITLE:** RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING PROGRAM CONTRACTS FOR SUMMER YOUTH PROGRAMS UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT - PUBLIC SERVICES (CDBG) FOR PROGRAM YEAR APRIL 1, 2017 THROUGH MARCH 31, 2018

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, the United States Department of Housing and Urban Development (HUD) has awarded the City of Jersey City \$5,034,144 in Community Development Block Grant (CDBG) funds for Fiscal Year 2017; and

WHEREAS, as noted in resolution number 17-800 approved on October 11, 2017, the City reserved \$100,000 in CDBG - Public Services funds for summer youth programs; and

WHEREAS, the Division of Community Development (DCD) issued a request for proposals (RFPs) for summer youth programs that are designed to address summer youth recreation and youth development programs; and

WHEREAS, the DCD received proposals in response to the RFP and has recommended projects for funding based on need and capacity of the organization to expend funds by the October 31, 2018 deadline.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the Mayor or Business Administrator is hereby authorized to enter into contracts under the Community Development Block Grant - Public Services program as noted below.

Vendor	Project	Amount	Account No.	P.O. No.
Educational Arts Team	Camp Liberty Safe Summer Scholarship Program	\$ 10,000.00	59-200-56-851-519	130582
Haven Adolescent Community Respite Center	Cook. Eat. Talk. Program	\$ 3,000.00	59-200-56-851-519	130583
Jersey Art Exchange	Youth Development Summer Program	\$ 5,000.00	59-200-56-851-519	130584
Jersey City DPW	Mural Program	\$ 14,000.00	59-200-56-851-519	130585
New City Kids, Inc.	City Sail	\$ 12,000.00	59-200-56-851-519	130586
Nimbus Dance Works	Youth Summer Programs & Performance	\$ 10,000.00	59-200-56-851-519	130587
P.A.C.O.	Summer Arts Program	\$ 9,000.00	59-200-56-851-519	130588
Team Wilderness, Inc.	Team Wilderness Summer Excursion	\$ 5,000.00	59-200-56-851-519	130589
The Kennedy Dancers	Inner City Youth Summer Dance Camp	\$ 10,000.00	59-200-56-851-519	130590
The Salvation Army	Salvation Army's Summer STEAM Program	\$ 12,000.00	59-200-56-851-519	130591
Urban League of Hudson County	ULOHCC Youth Summer Recreation Program	\$ 10,000.00	59-200-56-851-519	130592
<b>TOTAL</b>		<b>\$ 100,000.00</b>		

I, Donna Mauer, hereby certify that sufficient funds in the amount of \$100,000.00 are available in accounts noted above.

*Donna Mauer*  
Donna Mauer  
Chief Financial Officer

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

## WITHDRAWN

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

✓ Indicates Vote

N.V. - Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AUTHORIZING PROGRAM CONTRACTS FOR SUMMER YOUTH PROGRAMS UNDER THE  
COMMUNITY DEVELOPMENT BLOCK GRANT – PUBLIC SERVICES (CDBG) FOR PROGRAM  
YEAR APRIL 1, 2017 THROUGH MARCH 31, 2018**

**Project Manager**

Department/Division	HEDC	COMMUNITY DEVELOPMENT
Name/Title	CARMEN GANDULLA	DIRECTOR
Phone/email	x5304	CGandulla@jcnj.org

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

**Contract Purpose**

A portion of the City's Community Development Block Grant- Public Services (CDBG-PS) funding have been allocated specifically for summer youth programs that will provide summer youth recreation and youth development programs to Jersey City youth. Funded agencies are required to operate from July 1, 2018 through September 30, 2018.

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

\$100,000.00

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

Grant Term is from April 1, 2017 – March 31, 2018. Summer youth program must operate program from July 1, 2018- Sept. 30, 2018.

Type of award HUD (Federal)

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

# Memorandum

**To:** Council President Lavarro, Jr. & Members of the Municipal Council  
**From:** Carmen Gandulla, Director – Division of Community Development  
**Date:** September 11, 2018  
**Subject:** Resolution of the Municipal Council of the City of Jersey City  
Authorizing Program Contracts for Summer Youth Programs Under  
The Community Development Block Grant – Public Services  
(CDBG) For Program Year April 1, 2017 Through March 31, 2018

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**Synopsis:** The United States Department of Housing and Urban Development (HUD) has awarded the City of Jersey City \$5,034,144 in Community Development Block Grant (CDBG) funds for Fiscal Year 2017. The City reserved \$100,000 in Community Development funds for summer youth programs for the July 1, 2018 through September 30, 2018 Fiscal Year.

**Background:** The Community Development Block Grant – Public Services (CDBG-PS) grant strives to meet a national objective of LMI benefit through the provision of services for low and moderate-income (LMI) persons residing in the City of Jersey City. The CDBG-PS grant covers a wide range of eligible activities including but not limited to employment, educational services, health care services, fair housing services, senior services and summer youth recreational programs.

The summer youth grant is designed for programs that will have a measureable impact on youth during the summer months. Eligible Activities are listed below:

Eligible Activity	Use
Summer Youth Recreation	Projects that involve low-income youth in summer recreational activities (i.e., summer camp, soccer, basketball, dance and music programs...) that will expose youth to experiences that expand beyond the horizons of urban youth, including scholarships for eligible youth.
Youth Development Program	Projects that provide academic enrichment, work and career training and support, including Science, Technology, Engineering, Arts & Mathematics (STEAM) educational programs, and activities that enable young people to develop communication and interpersonal skills.  Projects that demonstrate strong collaborations with educational and cultural assets.

#### Recommendation Process:

1. April 2, 2018, a Request for Proposals (RFP) was published soliciting competitive proposals for services under the CDBG-PS grant. Approximately eighteen (18) applicants submitted proposals.
2. A full committee review consisting of site visitation and threshold evaluation of all submitted applications including review of financial audits was completed. The proposal selection process also incorporated Director Reviews and Mayor's Office review.

The Division of Community Development is providing eleven (11) grant recommendations for our Community Development Block Grant Summer Youth allocation.

- Nimbus, Jersey Art Exchange, Jersey City's Department of Public Works, The Kennedy Dancers and PACO are receiving funding for programs which will provide development for youth interested in the study of performing arts through dance, theater and visual creativity;

September 11, 2018

- Team Wilderness, a new outward bound style program, New City Kids, a sailing program and ULOHC will provide recreational enrichment to students enrolled in Summer Fun camp.
- Haven Adolescent Community Respite Center, a new pilot program will launch a summer enrichment culinary series;
- Educational Arts Team and the Salvation Army will provide academic enrichment for youth during the summer months.

If the Division of Community Development could not make a recommendation for any organization, it was because there were some deficiencies or compliance issues in their applications.

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

City Clerk File No. Res. 18-864

Agenda No. 10.6

Approved: SEP 26 2018

TITLE:



## RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 73 ASTOR PLACE A/K/A BLOCK 17001, LOT 00025, F/K/A BLOCK 1926, LOT 15

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

**WHEREAS**, on December 21, 2007, Fidel Hernandez (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to him in the amount of \$8,500.00 made under the Home Owner Rehabilitation Program (HORP); and

**WHEREAS**, on March 19, 2008, the City's Mortgage was recorded in Book 16738, Page 00347 of the Register of Deeds for Hudson County; and

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

**WHEREAS**, the mortgage affects property known as 73 Astor Place, Jersey City, a/k/a known as Block 17001, Lot 00025, f/k/a Block 1926, Lot 15; and

**WHEREAS**, ten (10) years have passed since the loan was made and so the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$8,500.00 affecting 73 Astor Place, Jersey City, a/k/a known as Block 17001, Lot 00025, f/k/a Block 1926, Lot 15.

JML/mma  
09/18/18

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.26.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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



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

**Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 73 Astor Place, Jersey City, NJ 07304**

<b>Department/Division:</b>	<b>HEDC</b>	<b>Community Development</b>
<b>Name/Title:</b>	<b>Bill Lenahan</b>	Program Monitor/Grant Analyst
<b>Phone/Email:</b>	201-547-4728	BLenahan@jcnj.org

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

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

**Signature of Department Director**

8.24.18  
Date

# Memorandum

**To:** Director Cialone  
**From:** Carmen Gandulla, Director –Division of Community Development  
**Date:** August 21, 2018  
**Re:** Signature Required on Documents for Recordation

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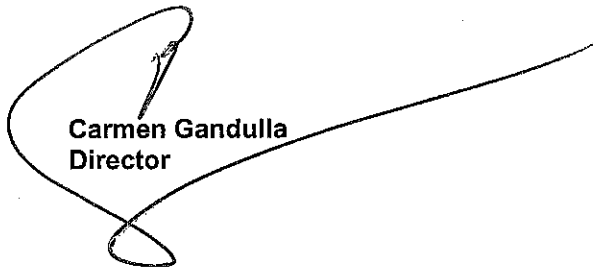
Dear Director Cialone,

Please find enclosed the following resolution fact sheets and memos authorizing a discharge of mortgage for HORP/SHRP grant recipients:

Fidel Hernandez  
73 Astor Place  
Jersey City, NJ 07304

Should you have any questions or would like to review additional documentation please let me know. Kindly notify me when the documents are ready to be picked up so I may forward them to the Law Department.

Sincerely,



Carmen Gandulla  
Director

Cc: Jim LaBianca

RECEIVED  
2010 AUG 31 AM 10:24  
CITY OF JERSEY CITY  
LAW DEPARTMENT

# Memorandum

**To:** James LaBianca, Assistant Corporation Counsel  
**From:** Carmen Gandulla, Director –Division of Community Development  
**Date:** August 21, 2018  
**Re:** Signature Required on Documents for Recordation

Fidel Hernandez  
73 Astor Place  
Jersey City, NJ 07304

X The 10 year term for HORP/SHRP mortgage placed against the above property has reached maturity as of 12/21/2017. A copy of the recorded HRP Mortgage is enclosed. Please prepare a Discharge of Mortgage.

       The HRP/SHRP mortgage placed against the above property has been satisfied by receipt of payoff in the amount of            received on           . A copy of the payoff check is enclosed. Please prepare a Discharge of Mortgage.

Please return the original Discharge of Mortgage Document for recording to:

**Division of Community Development-HORP Program**  
30 Montgomery Street, Suite 404  
Jersey City, NJ 07302

If you have further questions, you may contact me at extension 6910.

**cc: Annisia Cialone, Director HEDC**  
**Carmen Gandulla, Director DCD**

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Jersey City Division of Community Development  
30 Montgomery Street Room 404, Jersey City New Jersey 07302  
201/547-4747 Fax: 201/547-5104

# CHARGE

This Mortgage was prepared by:

Michael J. Biondo  
Print or Type Name

Signature



**CITY OF JERSEY CITY  
DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE  
DIVISION OF COMMUNITY DEVELOPMENT**

## MORTGAGE

This Mortgage is made and dated 12/21/2007 between

### BORROWER:

Resident: Fidel Hernandez  
73 Astor Place  
City, State & Zip: Jersey City, NJ 07304

(From now on called the "Borrower")

And

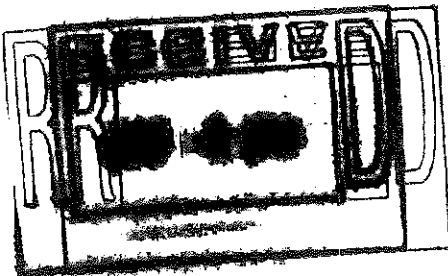
### LENDER

City of Jersey City  
Department of Housing, Economic Development and Commerce  
Division of Community Development  
30 Montgomery St.  
Jersey City, NJ 07302

(From now on called the "Lender")

The words "Borrower" and "Lender" include all borrowers and all lenders under this Mortgage. The Lender or any other holder of this Mortgage may transfer this Mortgage and the Note it secures. The word Lender includes (a) the original Lenders and (b) anyone who takes this Mortgage by transfer or assignment.

- 1. NOTE:** The Borrower is borrowing the sum of (\$8,500.00) (from now on called the "Principal") from the Lender. In return for this loan, the Borrower has signed a Mortgage Note dated 12/21/2007 (from now on called the "Note"). This indebtedness is a deferred payment, no interest mortgage. Upon the end of the tenth year after the signing of this mortgage, the within mortgage shall be forgiven in its entirety. Upon sale, transfer, alienation, partition, or disposal of the property within the ten year period, or for any other reason set forth in the mortgage, the Borrower shall pay the Lender the principal as set forth above on a pro-rated, per year basis.



## REPAYMENT SCHEDULE

If within the 1<sup>st</sup> 5 years 100%

If with 8<sup>th</sup> year 25%

After the 10<sup>th</sup> year has ended 0%

if within the 6<sup>th</sup> year 80%

if within the 9<sup>th</sup> year 10%

if within 7<sup>th</sup> year 50%

2. **MORTGAGE AS SECURITY:** The purpose of this Mortgage is to give the Lender security for the payment of the principal under the terms of the Note. The Borrower mortgages, to the Lender the property which is described in (a) through (d) below (from now on called the "Property"):

- (a) Street address: 73 Astor Place  
Municipal tax map designation: Block: 01926 Lot: 00015
- (b) All buildings and other improvements that now are or will be on the land.  
All fixtures, equipment, and personal property that now are or will be attached to or used with the land, buildings, and other improvements.
- (c) All other rights which the Borrower now has or will acquire with regard to the land.

3. **SUBORDINATE MORTGAGE(S):** This Property is also subject to a senior Mortgage (the First Mortgage). The First Mortgage is held by N/A and dated       . The First Mortgage was recorded in        County in Book        at Page        on       .

4. **MORTGAGE VOID ON FULL PAYMENT:** When the Borrower pays or satisfies all amounts due under the Note and this Mortgage, the Lender's rights under the Note and secured by this Mortgage shall end and the Lender shall execute a cancellation of this Mortgage.

5. **PROMISES OF BORROWER:** The Borrower makes these promises to the Lender:

- (a) The Borrower shall comply with all of the terms of the Note and this Mortgage.
- (b) The Borrower owns and has the right to mortgage the Property to the Lender. The Borrower shall defend this ownership against all claims.
- (c) The Borrower shall pay all real estate taxes, assessments, water and sewer charges, and all other charges against the Property when due. The Borrower shall pay or satisfy the principal under the terms of the Note and this Mortgage.
- (d) The Borrower shall not claim or be entitled to any credit against the principal under the Note and this Mortgage for taxes paid on the Property. The Borrower shall not claim any deduction from the taxable value of the Property because of this Mortgage.

PK 16732 PG 100348

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

City Clerk File No. Res. 18-865  
Agenda No. 10.H  
Approved: SEP 26 2018  
TITLE:



## RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 73 ASTOR PLACE A/K/A BLOCK 17001, LOT 00025, F/K/A BLOCK 1926, LOT 15

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

**WHEREAS**, on July 17, 2008, Fidel Hernandez (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to him in the amount of \$16,400.00 made under the Home Owner Rehabilitation Program (HORP); and

**WHEREAS**, on December 31, 2008, the City's Mortgage was recorded in Book 17239, Page 411 of the Register of Deeds for Hudson County; and

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

**WHEREAS**, the mortgage affects property known as 73 Astor Place, Jersey City, a/k/a known as Block 17001, Lot 00025, f/k/a Block 1926, Lot 15; and

**WHEREAS**, ten (10) years have passed since the loan was made and so the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$16,400.00 affecting 73 Astor Place, Jersey City, a/k/a known as Block 17001, Lot 00025, f/k/a Block 1926, Lot 15.

JML/mma  
09/18/18

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

\_\_\_\_\_

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.26.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_

Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution:**

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 73 Astor Place, Jersey City, NJ 07304

**Initiator**

Department/Division:	HEDC	Community Development
Name/Title:	Bill Lenahan	Program Monitor/Grant Analyst
Phone/Email:	201-547-4728	BLenahan@jcnj.org

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

**Resolution Purpose**

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

Property Address: 73 Astor Place, Jersey City, NJ 07304

Old Block: 1926 Lot: 15, New Block: 17001 Lot: 00025

HORP/SHRP Mortgage Amount: \$16,400.00

Execution Date of HORP/SHRP Mortgage: July 17, 2008

Recording Date of HORP/SHRP Mortgage: December 31, 2008 Book: 17239 Page: 411

**Basis for Discharge of Mortgage:**

X Maturity of HORP/SHRP Mortgage: July 17, 2018  
Maturity Date

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

I certify that all the facts presented herein are accurate.

[Signature]  
Signature of Department Director

8.24.18  
Date

# Memorandum

**To:** Director Cialone  
**From:** Carmen Gandulla, Director –Division of Community Development  
**Date:** August 21, 2018  
**Re:** **Signature Required on Documents for Recordation**

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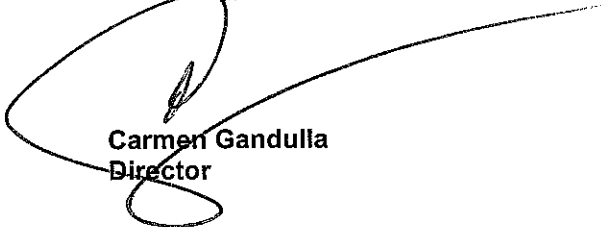
Dear Director Cialone,

Please find enclosed the following resolution fact sheets and memos authorizing a discharge of mortgage for HGRP/SHRP grant recipients:

Fidel Hernandez  
73 Astor Place  
Jersey City, NJ 07304

Should you have any questions or would like to review additional documentation please let me know. Kindly notify me when the documents are ready to be picked up so I may forward them to the Law Department.

Sincerely,



Carmen Gandulla  
Director

Cc: Jim LaBianca

RECEIVED  
2018 AUG 31 AM 10:24  
CITY OF JERSEY CITY  
LAW DEPARTMENT



# Memorandum

**To:** James LaBianca, Assistant Corporation Counsel  
**From:** Carmen Gandulla, Director –Division of Community Development  
**Date:** August 21, 2018  
**Re:** Signature Required on Documents for Recordation

Fidel Hernandez  
73 Astor Place  
Jersey City, NJ 07304

X The 10 year term for HORM/SHRP mortgage placed against the above property has reached maturity as of 07/17/2018. A copy of the recorded HORM Mortgage is enclosed. Please prepare a Discharge of Mortgage.

\_\_\_\_\_ The HORM/SHRP mortgage placed against the above property has been satisfied by receipt of payoff in the amount of \_\_\_\_\_ received on \_\_\_\_\_. A copy of the payoff check is enclosed. Please prepare a Discharge of Mortgage.

Please return the original Discharge of Mortgage Document for recording to:

**Division of Community Development-HORM Program**  
30 Montgomery Street, Suite 404  
Jersey City, NJ 07302

If you have further questions, you may contact me at extension 6910.

**cc: Annisia Cialone, Director HEDC**  
**Carmen Gandulla, Director DCD**

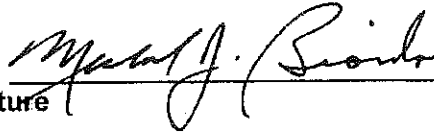
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Jersey City Division of Community Development  
30 Montgomery Street Room 404, Jersey City New Jersey 07302  
201/547-4747 Fax: 201/547-5104

This Mortgage was prepared by:

Michael J. Biondo  
Print or Type Name

Signature



CITY OF JERSEY CITY  
DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE  
DIVISION OF COMMUNITY DEVELOPMENT

MORTGAGE



20081231060030190 1/6  
12/31/2009 11:20:37 AM MORTGAGESMUN  
Bk: 17239 Pg: 411  
Willie L. Flood  
Hudson County, Register of Deeds  
Receipt No. 46279

This Mortgage is made and dated July 17, 2008 between

**BORROWER**

Resident: Fidel Hernandez  
Address: 73 Astor Place  
City, State & Zip Jersey City, NJ 07304

(From now on called the "Borrower")

And

**LENDER**

City of Jersey City  
Department of Housing, Economic Development and Commerce  
Division of Community Development  
30 Montgomery St.  
Jersey City, NJ 07302

(From now on called the "Lender")

The words "Borrower" and "Lender" include all borrowers and all lenders under this Mortgage. The Lender or any other holder of this Mortgage may transfer this Mortgage and the Note it secures. The word Lender includes (a) the original Lenders and (b) anyone who takes this Mortgage by transfer or assignment.

- 1. NOTE:** The Borrower is borrowing the sum of (\$16,400.00) (from now on called the "Principal") from the Lender. In return for this loan, the Borrower has signed a Mortgage Note dated July 17, 2008 (from now on called the "Note"). This indebtedness is a deferred payment, no interest mortgage. Upon the end of the tenth year after the signing of this mortgage, the within mortgage shall be forgiven in its entirety. Upon sale, transfer, alienation, partition, or disposal of the property within the ten year period, or for any other reason set forth in the mortgage, the Borrower shall pay the Lender the principal as set forth above on a pro-rated, per year basis.

### **REPAYMENT SCHEDULE**

If within the 1<sup>st</sup> 5 years 100%

If with 8<sup>th</sup> year 25%

After the 10<sup>th</sup> year has ended 0%

if within the 6<sup>th</sup> year 80%

if within the 9<sup>th</sup> year 10%

if within 7<sup>th</sup> year 50%

2. **MORTGAGE AS SECURITY:** The purpose of this Mortgage is to give the Lender security for the payment of the principal under the terms of the Note. The Borrower mortgages, to the Lender the property which is described in (a) through (d) below (from now on called the "Property"):

- (a) Street address 73 Astor Place, J.C., NJ \_\_\_\_\_  
Municipal tax map designation: Block : 1926 Lot: 15
- (b) All buildings and other improvements that now are or will be on the land.  
All fixtures, equipment, and personal property that now are or will be attached to or used with the land, buildings, and other improvements.
- (c) All other rights which the Borrower now has or will acquire with regard to the land.

3. **SUBORDINATE MORTGAGE(S):** This Property is also subject to a senior Mortgage (the First Mortgage). The First Mortgage is held by N/A and dated       . The First Mortgage was recorded in        County in Book        at Page        on       .

4. **MORTGAGE VOID ON FULL PAYMENT:** When the Borrower pays or satisfies all amounts due under the Note and this Mortgage, the Lender's rights under the Note and secured by this Mortgage shall end and the Lender shall execute a cancellation of this Mortgage.

5. **PROMISES OF BORROWER:** The Borrower makes these promises to the Lender:

- (a) The Borrower shall comply with all of the terms of the Note and this Mortgage.
- (b) The Borrower owns and has the right to mortgage the Property to the Lender. The Borrower shall defend this ownership against all claims.
- (c) The Borrower shall pay all real estate taxes, assessments, water and sewer charges, and all other charges against the Property when due. The Borrower shall pay or satisfy the principal under the terms of the Note and this Mortgage.
- (d) The Borrower shall not claim or be entitled to any credit against the principal under the Note and this Mortgage for taxes paid on the Property. The Borrower shall not claim any deduction from the taxable value of the Property because of this Mortgage.

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

City Clerk File No. Res. 18-866  
Agenda No. 10.1  
Approved: SEP 26 2018  
TITLE:



## RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 201 FREEMAN AVENUE A/K/A BLOCK 14601, LOT 00015, F/K/A BLOCK 1653, LOT 135

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

**WHEREAS**, on April 28, 2005, William and Angelica Jackson (Borrowers) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$6,000.00 made under the Home Owner Rehabilitation Program (HORP); and

**WHEREAS**, on June 16, 2005, the City's Mortgage was recorded in Book 12966, Page 00025 of the Register of Deeds for Hudson County; and

**WHEREAS**, the City's mortgage self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

**WHEREAS**, the mortgage affects property known as 201 Freeman Avenue, Jersey City, a/k/a known as Block 14601, Lot 00015, f/k/a Block 1653, Lot 135; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$6,000.00 affecting 201 Freeman Avenue, Jersey City, a/k/a known as Block 14601, Lot 00015, f/k/a Block 1653, Lot 135.

JML/mma  
09/18/18

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.26.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution:**

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 201 Freeman Avenue, Jersey City, NJ 07306

**Initiator**

Department/Division:	HEDC	Community Development
Name/Title:	Bill Lenahan <i>BL</i>	Program Monitor/Grant Analyst
Phone/Email:	201-547-4728	BLenahan@jcnj.org

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

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

Property Address: 201 Freeman Avenue, Jersey City, NJ 07306

Old Block: 1653 Lot: 135, New Block: 14601 Lot: 00015

HORP/SHRP Mortgage Amount: \$6,000.00

Execution Date of HORP/SHRP Mortgage: April 28, 2005

Recording Date of HORP/SHRP Mortgage: June 16, 2005 Book: 12966 Page: 00025

**Basis for Discharge of Mortgage:**

X Maturity of HORP/SHRP Mortgage: April 28, 2010  
Maturity Date

\_\_\_\_ Satisfaction of HORP/SHRP Mortgage: \_\_\_\_\_  
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.

*[Signature]*  
Signature of Department Director

8.24.18  
Date

# Memorandum

**To:** Director Cialone  
**From:** Carmen Gandulla, Director –Division of Community Development  
**Date:** August 21, 2018  
**Re:** Signature Required on Documents for Recordation

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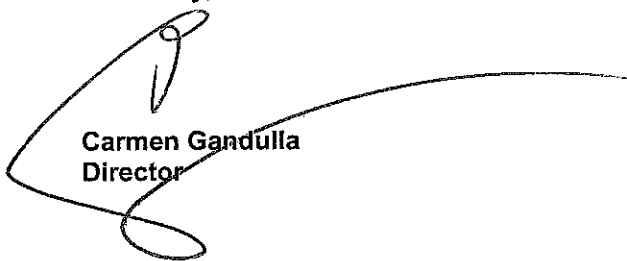
Dear Director Cialone,

Please find enclosed the following resolution fact sheets and memos authorizing a discharge of mortgage for HGRP/SHRP grant recipients:

William & Angelica Jackson  
201 Freeman Avenue  
Jersey City, NJ 07306

Should you have any questions or would like to review additional documentation please let me know. Kindly notify me when the documents are ready to be picked up so I may forward them to the Law Department.

Sincerely,



Carmen Gandulla  
Director

Cc: Jim LaBianca

RECEIVED  
2018 AUG 31 AM 10:24  
CITY OF JERSEY CITY  
LAW DEPARTMENT

# Memorandum

**To:** James LaBianca, Assistant Corporation Counsel  
**From:** Carmen Gandulla, Director –Division of Community Development  
**Date:** August 21, 2018  
**Re:** Signature Required on Documents for Recordation

William & Angelica Jackson  
201 Freeman Avenue  
Jersey City, NJ 07306

- X The 5 year term for HORP/SHRP mortgage placed against the above property has reached maturity as of 04/28/2010. A copy of the recorded HORP Mortgage is enclosed. Please prepare a Discharge of Mortgage.
- \_\_\_\_\_ The HORP/SHRP mortgage placed against the above property has been satisfied by receipt of payoff in the amount of \_\_\_\_\_ received on \_\_\_\_\_. A copy of the payoff check is enclosed. Please prepare a Discharge of Mortgage.

Please return the original Discharge of Mortgage Document for recording to:

**Division of Community Development-HORP Program**  
30 Montgomery Street, Suite 404  
Jersey City, NJ 07302

If you have further questions, you may contact me at extension 6910.

**cc: Annisia Cialone, Director HEDC**  
**Carmen Gandulla, Director DCD**

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Jersey City Division of Community Development  
30 Montgomery Street Room 404, Jersey City New Jersey 07302  
201/547-4747 Fax: 201/547-5104

2004-B-1  
**CHARGE**

This Mortgage was prepared by:

Maryann Barile  
Print or Type Name

*Maryann Barile*  
Signature

CITY OF JERSEY CITY  
DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE  
DIVISION OF COMMUNITY DEVELOPMENT

**MORTGAGE**

This Mortgage is made and dated April 28 2005 between

**BORROWER**

Resident William & Angelica Jackson  
Address 201 Freeman Ave  
City, State & Zip Jersey City, NJ 07306

(from now on called the "Borrower")

And

**LENDER**

City of Jersey City  
Department of Housing, Economic Development and Commerce  
Division of Community Development  
30 Montgomery St.  
Jersey City, NJ 07302

(from now on called the "Lender")

The words "Borrower" and "Lender" include all borrowers and all lenders under this Mortgage. The Lender or any other holder of this Mortgage may transfer this Mortgage and the Note it secures. The word Lender includes (a) the original Lenders and (b) anyone who takes this Mortgage by transfer or assignment.

1. **NOTE:** The Borrower is borrowing the sum of (\$ 6,000.00) (from now on called the "Principal") from the Lender. In return for this loan, the Borrower has signed a Mortgage Note dated 4/28/05 (from now on called the "Note"). This indebtedness is a deferred payment, no interest mortgage. Upon the end of the fifth year after the signing of this mortgage, the within mortgage shall be forgiven in its entirety. Upon sale, transfer, alienation, partition, or disposal of the property within the five year period, or for any other reason set forth in the mortgage, the Borrower shall pay the Lender the principal as set forth above on a pro-rated, per year basis.



## REPAYMENT SCHEDULE

Up to year One 100%	Up to year Three 60%	Up to year Five 20%
Up to year Two 80%	Up to year Four 40%	After year Five 0%.

2. **MORTGAGE AS SECURITY:** The purpose of this Mortgage is to give the Lender security for the payment of the principal under the terms of the Note. The Borrower mortgages, to the Lender the property which is described in (a) through (d) below (from now on called the "Property"):

- (a) Street address 201 Freeman Ave  
Municipal tax map designation: Lot 135 Block 1653
- (b) All buildings and other improvements that now are or will be on the land.  
All fixtures, equipment, and personal property that now are or will be attached to or used with the land, buildings, and other improvements.
- (c) All other rights which the Borrower now has or will acquire with regard to the land.

3. **SUBORDINATE MORTGAGE(S):** This Property is also subject to a senior Mortgage (the First Mortgage). The First Mortgage is held by NA and dated 1. The First Mortgage was recorded in \_\_\_\_\_ County in Book \_\_\_\_\_ at Page \_\_\_\_\_ on \_\_\_\_\_.

4. **MORTGAGE VOID ON FULL PAYMENT:** When the Borrower pays or satisfies all amounts due under the Note and this Mortgage, the Lender's rights under the Note and secured by this Mortgage shall end and the Lender shall execute a cancellation of this Mortgage.

5. **PROMISES OF BORROWER:** The Borrower makes these promises to the Lender:

- (a) The Borrower shall comply with all of the terms of the Note and this Mortgage.
- (b) The Borrower owns and has the right to mortgage the Property to the Lender. The Borrower shall defend this ownership against all claims.
- (c) The Borrower shall pay all real estate taxes, assessments, water and sewer charges, and all other charges against the Property when due. The Borrower shall pay or satisfy the principal under the terms of the Note and this Mortgage.
- (d) The Borrower shall not claim or be entitled to any credit against the principal under the Note and this Mortgage for taxes paid on the Property. The Borrower shall not claim any deduction from the taxable value of the Property because of this Mortgage.
- (f) The Borrower shall maintain hazard insurance on the Property. This insurance must cover loss or damage caused by fire and other hazards normally included under "extended coverage" insurance. It must also include such other hazard

BK:12966 PG:00026

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

City Clerk File No. Res. 18-867

Agenda No. 10.J

Approved: SEP 26 2018

TITLE:



**RESOLUTION TO: 1) APPROVE THE SALE OF 167 MONTICELLO AVENUE, UNIT 6 AND 2) AUTHORIZE JONATHAN P. DAO TO ASSUME THE CITY'S MORTGAGE AGAINST THE PROPERTIES**

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

**WHEREAS**, Joshua and Andrea Dornbus (Owners) are the owners of Block 16702, Lot 28 (Property), and participated in the HOME affordable housing program; and

**WHEREAS**, on May 19, 2011, the Owners received HOME funds from the City in the amount of \$136,925 to secure permanent financing of a condominium unit on the Property; and

**WHEREAS**, the City secured the HOME funds by executing a mortgage note and deed restrictions, which were recorded on May 23, 2011 as a second lien against the Property in Book 17707 Page 742; and

**WHEREAS**, the Property was subject to the covenants, conditions, and restrictions set forth in the City's Mortgages, which were recorded with the Hudson County Register's Office; and

**WHEREAS**, the Property remained subject to the 30 year affordability restriction set forth in the City's Mortgages and is currently deed restricted through 2041; and

**WHEREAS**, the Owners now desire to sell the Property and have worked with the City to establish the maximum allowable resale price; and

**WHEREAS**, the Buyers agree to assume the City's Mortgage dated May 19, 2011 and so the Property will remain subject to the covenants, conditions, and restrictions set forth in the City's Mortgage documents; and

**WHEREAS**, the Division has reviewed the financial condition of the Buyers and recommends the transfer of title to the Buyers.

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

1. The City of Jersey City approves the sale of Block 16702, Lot 28 to Jonathan P. Dao.
2. The Mayor or Business Administrator is authorized to execute a mortgage assumption agreement and any other documents necessary to this transaction, in a form to be approved by Corporation Counsel, approving the assumption of the City's Mortgage on May 19, 2011 made by Joshua and Andrea Dornbus and the City affecting Block 16702, Lot 28.

City Clerk File No. Res. 18-867Agenda No. 10-J SEP 26 2018

TITLE:

**RESOLUTION TO: 1) APPROVE THE SALE OF 167 MONTICELLO AVENUE,  
UNIT 6 AND 2) AUTHORIZE JONATHAN P. DAO TO ASSUME THE CITY'S  
MORTGAGE AGAINST THE PROPERTIES**

3. The Mayor or Business Administrator is authorized to execute a mortgage assumption agreement in a form to be approved by the Corporation Counsel, authorizing Jonathan P. Dao to assume all obligations under the City's Mortgage, affecting Block 16702, Lot 28 and subject to the receipt of a clear title report through the date of closing.

JML/mma  
9/18/18

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

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

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.26.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

RESOLUTION APPROVING THE SALE OF 167 MONTICELLO AVENUE, UNIT 6 to JONATHAN P. DAO AND COUNCIL AUTHORIZATION FOR HIM TO ASSUME THE CITY'S MORTGAGE

**Initiator**


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

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

**Resolution Purpose**

COUNCIL AUTHORIZATION TO APPROVE THE SALE OF 167 MONTICELLO, UNIT 6 TO JONATHAN P. DAO AND HIS ASSUMPTION OF CITY MORTGAGE.

I certify that all the facts presented herein are accurate.

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

\_\_\_\_\_  
Date



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

City Clerk File No. Res. 18-868

Agenda No. 10-K

Approved: SEP 26 2018

TITLE:



## RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, HOWIE FINK WAY (FKA: PERSHING PLAZA) BEGINNING 11:00 A.M. AND ENDING 9:00 P.M. SATURDAY, OCTOBER 20, 2018 FOR THE PURPOSE OF THE HANDS ON HUNGER FOOD PANTRY FESTIVAL 2018

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from HandsOn4Hunger to close Howie Fink Way (FKA: Pershing Plaza) beginning 11:00 a.m. and ending 9:00 p.m. on Saturday, October 20, 2018 for the purpose of the Hands on Hunger Food Pantry Festival 2018; and

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

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

**WHEREAS**, the request to close Howie Fink Way does not meet the requirements set forth in Section 296-71(A) at least 2/3 of the area is not residentially zoned and the event is sponsored by a non-resident; and

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

**NOW THEREFORE IS IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Howie Fink Way (FKA: Pershing Plaza) beginning 11:00 a.m. and ending 9:00 p.m. on Saturday, October 20, 2018.

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

Director of Traffic & Transportation

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

Municipal Engineer

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

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

AV: pcl

(09.05.18)

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.26.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Resolution**

**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, HOWIE FINK WAY (FKA: PERSHING PLAZA) BEGINNING 11:00 A.M. AND ENDING 9:00 P.M. SATURDAY, OCTOBER 20, 2018 FOR THE PURPOSE OF THE HANDS ON HUNGER FOOD PANTRY FESTIVAL 2018**

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Dawn Carpenter on behalf of: HandsOn4Hunger 155 North Street JCNJ 201.456.8908	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@icnj.org

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

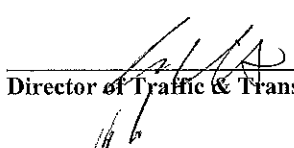
**Resolution Purpose**

AUTHORIZING THE CLOSING OF HOWIE FINK WAY (FKA: PERSHING PLAZA) BEGINNING 11:00 A.M. AND ENDING 9:00 P.M. SATURDAY, OCTOBER 20, 2018

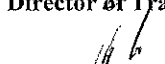
FOR THE PURPOSE OF THE HANDS ON HUNGER FOOD PANTRY FESTIVAL 2018

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

I certify that all the facts presented herein are accurate.

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

9/5/18  
\_\_\_\_\_  
Date

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

9/18/18  
\_\_\_\_\_  
Date

## **RECREATIONAL EVENT STREET CLOSURE**

**BLOCK:** Howie Fink Way (formerly Pershing Plaza)

**BEGINS/ENDS:** 11AM-9PM Saturday, October 20, 2018

**TITLE OF EVENT:** Hands on Hunger Food Pantry Festival 2018

**APPLICANT:** Dawn Carpenter

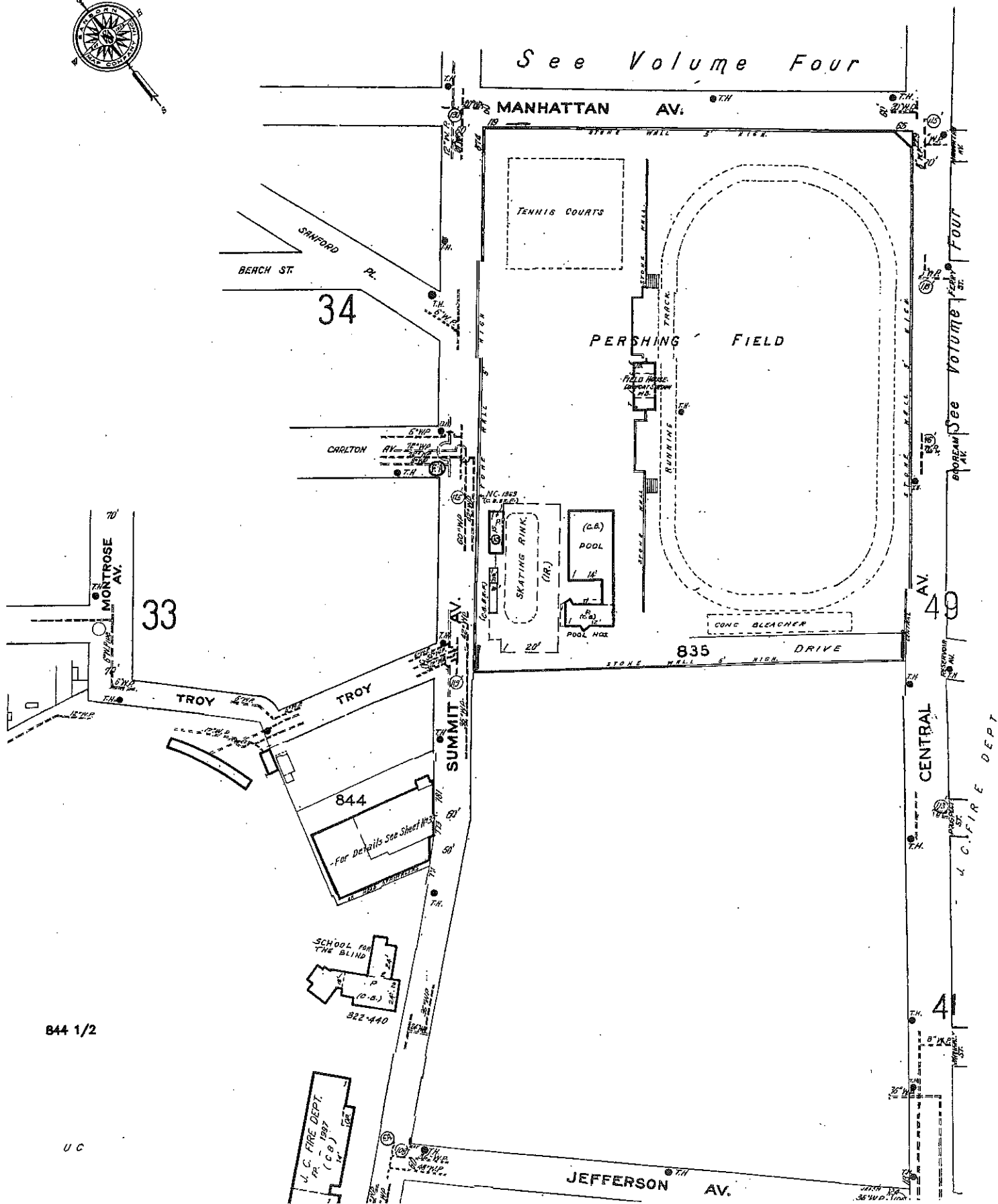
**ORGANIZATION:** HandsOn4Hunger

**ADDRESS:** 155 North St, Jersey City NJ 07307

**PHONE #:** 201-456-8908

**BEING WAIVED:** Nonresident







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

City Clerk File No. Res. 18-869

Agenda No. 10.1

Approved: SEP 26 2018

TITLE:



## RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT OF INDEMNIFICATION AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE TO LIBERTY STATE PARK

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

**WHEREAS**, on October 7, 2018 the Jersey City Department of Public Safety, Fire Division, is holding it's Family Day Picnic; and

**WHEREAS**, the Jersey City Department of Public Safety, Fire Division, presents fire prevention literature and applications for Recruitment, as well as family day activities; and

**WHEREAS**, Liberty State Park/Camp Liberty have the necessary facilities to accommodate the needs of the Department of Public Safety, Fire Division; and

**WHEREAS**, Liberty State Park/Camp Liberty requires indemnification and letters of insurance from the City; and

**WHEREAS**, the agreement will specify the City's responsibilities to the owners of the facilities, including an indemnification and hold harmless clause in which the owner cannot be held liable for injuries received by participants in these programs or for damage to the facilities.

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

1. The Mayor or Business Administrator be authorized to execute an agreement hereto indemnifying Liberty State Park/Camp Liberty for the use of their facilities by the Department of Public Safety, Fire Division, on October 7, 2018.
2. The Risk Manager is authorized to issue a Letter of Insurance to Liberty State Park/Camp Liberty to cover these activities.
3. The Mayor or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of the Resolution.

**APPROVED:**

*[Signature]*  
James R. Shea, Director  
Public Safety

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

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

*[Signature]*  
Business Administrator

APPROVED AS-TO LEGAL FORM

*[Signature]*  
Corporation Counsel

Certification Required ☐

Not Required ☐

**APPROVED 9-0**

*JMK*  
*9/17/18*

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.26.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*[Signature]*  
Robert Byrne, City Clerk

## **RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

### **Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT OF INDEMNIFICATION AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE TO LIBERTY STATE PARK**

### **Initiator**

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

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

### **Resolution Purpose**

1. The Jersey City Fire Division will be holding its Annual Family Day Picnic in Liberty State Park/Camp Liberty on Sunday, October 7, 2018.
2. The Jersey City Fire Division is requesting the Risk Manager to enter into an agreement of indemnification and issue a letter of insurance to Liberty State Park.

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

  
**Signature of Department Director**

9/7/18  
**Date**

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

City Clerk File No. Res. 18-870

Agenda No. 10.M



## WITHDRAWN

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

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, the City of Jersey City ("City") acquired title to various motor vehicles which were impounded and these vehicles have salvage value; and

**WHEREAS**, N.J.S.A. 40A:11-36 authorizes the sale of municipal personal property not needed for public use by public sale; and

**WHEREAS**, the Purchasing Agent desires to sell these motor vehicles by conducting a public auction; and

**WHEREAS**, the City will transfer title to all vehicles that remain unsold at the conclusion of the public auction to the impound operator.

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Purchasing Agent is hereby authorized to sell the City's various motor vehicles to the highest bidder subject to the terms and conditions set forth herein:

1. The City is offering to sell one hundred and twenty – six (126) motor vehicles.
2. The successful bidder shall be required to pick up the motor vehicles at the impound operator's facility, 10 Linden Avenue East, Jersey City, NJ 07305 using its own equipment and laborers at no cost to the City. Pick up may be done on Monday through Friday between 9:00 a.m. and 3:00 p.m. Pick up must be done no later than five business days after the sale.
3. The successful bidder shall be required to pay its full bid amount at the conclusion of the bidding for each vehicle and bulk item. The form of payment is either by a company check or cash. No personal checks will be accepted.
4. The motor vehicles will be sold at a public auction conducted by the Purchasing Agent on a regular business day at a time, date, and place to be determined by the Purchasing Agent. This date must be within 60 days of the passage of this resolution. If bids are not received within 60 days, this resolution shall be deemed null and void.
5. Vehicles will be auctioned as bulk. Before the auction starts, all bidders will be advised that they may submit a sealed bid for the purchase of all the vehicles (bulk bid). At the end of the auction, the will City calculate the total individual sales amount versus the bulk bid amount. If the bulk bid amount is greater than the total individual sales amount, then the bulk bidder purchases all of the vehicles.
6. The vehicles are sold "AS IS" and the City does not guarantee the condition of the vehicles and bulk items. All sales are final. No returns and no exchanges.
7. A notice of the date, time, and place for the acceptance of bids and a description of the items to be auctioned shall be advertised in a newspaper circulating in the municipality not less than 7 nor more than 14 days before the date of the sale.
8. The City reserves the right in protection of the best interests of the City to waive any technical error, to reject any bid or any part thereof for any reason whatsoever.

TITLE:

# WITHDRAWN

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

9. The City reserves the right to be exercised by the Purchasing Agent after opening all bids received to either accept the highest bid or reject all bids.
10. A list of the motor vehicles to be sold is as follows:

	<u>YEAR</u>	<u>MAKE</u>	<u>TYPE</u>	<u>VIN #</u>	<u>Minimum Bid</u>
1	1996	JEEP	WGN	1J4GZ58S7TC219543	\$36,138.75
2	2006	BMW	4DR	WBAVB13506KX35844	\$30,484.50
3	2006	CHR	4DR	2A8GM48446R883111	\$60,355.40
4	2002	CAD	4DR	1G6KD54Y32U129214	\$29,810.40
5	2001	BMW	4DR	WBADN53411GC96671	\$25,444.80
6	2008	DOD	4DR	2B3KA43RX8H214753	\$17,323.50
7	1999	JEE	4DR	1J4GW58S1XC608502	\$11,320.80
8	1999	MER	4DR	2MEFM74W3XX687426	\$9,832.12
9	2002	FOR	SUV	1FMZU72E02UB27576	\$8,819.29
10	2001	FOR	4DR	1FAFP55U31A106569	\$8,563.37
11	2006	SUZ	4DR	KL5JD56Z86K367789	\$7,827.60
12	2008	CHE	4DR	1G1ZH57B684231020	\$7,571.68
13	2003	PON	4DR	1G2HY52K334164349	\$7,347.75
14	2008	FOR	2DR	1FTNE24W08DA84164	\$14,147.64
15	2004	JEE	4DR	1J4GW48S84C225534	\$5,460.34
16	1998	LIN	4DR	1LNFM82W5WY699565	\$4,916.51
17	2003	BUI	4DR	2G4WB52K631180900	\$4,916.51
18	2016	NIS	4DR	1N4AL3AP7GN355081	\$4,468.65
19	2006	LAN	4DR	SALSF25416A974578	\$8,497.50
20	2006	AUD	4DR	WAUDF78E86A220348	\$4,372.68
21	2007	LEX	4DR	JTHBJ46GX72140488	\$4,340.69
22	2006	BUI	SUV	3G5DA03L56S613311	\$4,340.69
23	2003	SAT	4DR	1G8AJ52F13Z144036	\$4,308.70
24	2008	DOD	SUV	1D8GU28KX8W262557	\$4,308.70
25	2004	LIN	4DR	5LMEU88H24ZJ12036	\$4,276.71
26	2003	FOR	4DR	1FMYU93113KB82974	\$4,212.73
27	2008	LEX	4DR	JTHBK262282071822	\$4,180.74
28	2003	HYU	4DR	KM8SC73D13U517081	\$4,180.74
29	2000	FOR	2DR	1FDRE14L5YHB74173	\$8,261.48
30	2002	MIT	4DR	6MMAP57P52T008358	\$4,148.75
31	2000	FOR	2DR	1FTRX18L1YNB36417	\$8,197.50
32	2005	LIN	4DR	1LNHM84W55Y605575	\$4,148.75

TITLE:

# WITHDRAWN

	YEAR	MAKE	TYPE	VIN #	MINIMUM BID
33	2004	CHRY	SPORT UTIL	2C8GF68444R182836	\$4,084.77
34	2006	TOY	2DR	JTDKB20U167059561	\$4,084.77
35	1997	TOY	4DR	2T1BA02E7VC164020	\$4,084.77
36	1996	OLD	4DR	1G3WH52M1TF350190	\$4,052.78
37	2005	CHE	2DR	1GAHG35U451241100	\$7,877.60
38	2005	HON	2DR	1HGEM21615L059123	\$3,988.80
39	2006	HON	4DR	5FNRL38696B401839	\$2,895.17
40	2000	BMW	2DR	WBABM3340YJN86960	\$3,956.81
41	2011	INF	4DR	JN8AS1MW0BM733829	\$3,924.82
42	2003	HON	4DR	1HGCN566X3A091076	\$3,924.82
43	2000	LIN	4DR	1LNHM87A5YY905637	\$3,822.88
44	2016	GMC	SUV	2GKALMEK2G6141087	\$3,828.85
45	2001	PON	4DR	1G2NF52T11M558205	\$3,796.86
46	2002	DOD	4DR	1B4GP44322B634226	\$2,735.22
47	2004	AUD	4DR	WAULT64BX4N052647	\$3,732.88
48	1997	FOR	4DR	1FALP52U0VA283397	\$3,732.88
49	1996	TOY	4DR	4T1BG12K8TU697001	\$3,700.89
50	1998	PON	4DR	1G2WJ52MXWF211477	\$3,700.89
51	2000	DOD	VAN	1B4GP44R3YB571540	\$3,732.88
52	2000	JEE	SUV	1J4GW48SXYC339377	\$3,668.90
53	2000	PON	4DR	1G2NE52T3YM835174	\$3,668.90
54	1990	OLD	4DR	1G3AM54N9L6323413	\$3,668.90
55	1996	BUI	2DR	1G4NJ12M2TC430572	\$3,636.91
56	1996	BUI	4DR	1G4CW52K6TH632557	\$3,636.91
57	2002	FOR	SUV	1FMZU72K92UD19696	\$3,636.91
58			MC	LFGTCKPM181007019	\$3,572.93
59	1995	HON	4DR	JHMEG866XSS025487	\$3,572.93
60	1989	MB	4DR	WDBCA39E3KA498782	\$3,540.94
61	2006	MB	4DR	WDBUF56JX6A903917	\$3,540.94
62	2003	HON	4DR	5FNRL18913B049902	\$3,508.95
63	1998	HON	2DR	1HGEJ8245WL096105	\$3,508.95
64	2001	FOR	4DR	1FAFP34P61W377399	\$3,476.96
65	2007	CHE	4DR	2G1WB58KX79284320	\$3,476.96
66	2004	NIS	4DR	1N4BA41E64C883314	\$3,476.96
67	2007	CHR	4DR	1C3LC46KX7N521815	\$3,444.97
68	2001	ACURA	4DR	2HNYD18201H544072	\$6,661.98
69	1998	FOR	2DR	3FALP1130WR118412	\$3,349.00
70	1994	TOY	SEDAN 4-DR	JT2AE04B9R0085816	\$3,317.01
71	1998	PON	4DR	1G2WJ52K4WF319740	\$3,221.04
72	1985	SEA	BOAT	SERM3599E585	\$6,342.08
73	2005	CHE	4DR	1G1ZT548X5F215135	\$3,125.07
74	2010	MAZ	4DR	1YVHZ8BH4A5M20966	\$3,125.07

TITLE:

**WITHDRAWN**

	YEAR	MAKE	TYPE	VIN #	MINIMUM BID
75	2005	HON	4DR	1HGCM72595A024495	\$3,125.07
76	2005	NIS	4DR	1N4AL11E65N920338	\$3,093.08
77	2001	MER	2DR	1ZWFT61L515615251	\$2,901.14
78	2002	OLD	4DR	1G3GR64H224196882	\$2,927.16
79	2004	AUD	4DR	WAULT64B44N055334	\$2,671.24
80	1998	JEE	4DR	1J4GZ58S5WC272732	\$3,061.09
81	2005	ACU	4DR	19UUA66295A078385	\$3,061.09
82	2001	MER	4DR	2MEFM74W01X661759	\$3,061.09
83	2003	FOR	SUV	1FMYU93143KD92470	\$3,029.10
84	2005	NIS	4DR	1N4BL11E55C288657	\$2,997.11
85	1984	OLD	2DR	1G3AZ57Y5EE336515	\$2,997.11
86	2004	PON	4DR	2G2WP522541112440	\$2,997.11
87	2003	PON	4DR	1G2NF52EX3C292984	\$2,997.11
88	2007	SUZ	MC	JS1GT77A272100865	\$2,895.17
89	2005	NIS	4DR	3N1CB51D65L504295	\$2,933.13
90	1996	HON	4DR	1HGCD562XTA085968	\$2,901.14
91	2006	FOR	4DR	1FAFP53U36A259737	\$2,901.14
92	1999	CHE	2DR	1GCEK19T6XE178088	\$5,638.30
93	2016	YAM	MC	RKRSG36Y8HA001320	\$2,869.15
94	1999	CHE	4DR	2G1WL52M0X9213490	\$2,869.15
95	2000	DAE	4DR	KLATA5266YB586400	\$2,869.15
96	2003	CHE	4DR	1GNEK13Z73R202616	\$5,574.32
97	1993	TOY	4DR	2T1AE09E8PC035163	\$2,837.16
98	2002	INF	4DR	JNKDA31A82T001548	\$2,837.16
99	2003	FOR	4DR	1FAFP53U83A118528	\$2,837.16
100	2002	NIS	4DR	JN1DA31A42T301916	\$2,805.17
101	2002	CHE	2DR	2G1WX15K829116442	\$2,773.18
102	2005	PON	4DR	2G2WP542651236506	\$2,773.18
103	1996	CHR	2DR	3C3BL55H2TT317122	\$2,741.19
104	1999	CHE	VAN	1GBDM19W9XB149318	\$2,741.19
105	2001	FOR	4DR	1FAFP34321W118504	\$2,677.21
106	2006	HON	4DR	5FNRL38696B033422	\$2,677.21
107	2007	CHR	4DR	3A4FY48B57T542055	\$2,645.22
108	2000	DOD	4DR	1B4HS28N0YF271736	\$5,190.44
109	1999	ACU	2DR	19UYA3157XL004732	\$2,645.22
110	2006	FOR	4DR	3FAFP07Z56R158634	\$2,581.24
111	2000	DOD	4DR	2B4GP25G2YR710463	\$2,581.24
112	2015	CHE	4DR	1G1PE5SB9F7274771	\$2,581.24
113	1998	MB	4DR	4JGAB54E1WA011993	\$2,581.24
114	2002	DOD	2DR	1B7GL32X02S662217	\$2,517.26
115	2001	BUI	4DR	2G4WS52J111160588	\$2,517.26
116	2002	FOR	4DR	1FMDU74W22UA69163	\$2,453.28
117	2001	CHE	2DR	1GNCT18WX1K150861	\$2,453.28
118	1999	BUI	4DR	1G4HP52K6XH455937	\$2,485.27



City Clerk File No. Res. 18-870Agenda No. 10.M

TITLE:

	YEAR	MAKE	TYPE	VIN #	MINIMUM BID
119	2003	CHE	4DR	1GNDT13S332365817	\$2,421.29
120	2002	HYU	4DR	KMHFU45E02A180907	\$2,421.29
121	2004	TOY	4DR	2T1KR32E64C310447	\$2,357.31
122	2014	NIS	4DR	3N1AB7AP2EY291779	\$2,357.31
123	2002	AUD	4DR	WAULT64B62N099297	\$2,357.31
124	2011	VW	4DR	3VWDZ7AJXBM353642	\$2,325.32
125	2005	ACU	SEDAN 4-DR	19UUA662X5A018535	\$2,325.32
126	2000	SAT	4DR	1G8JS52FXYY611867	\$2,293.33

PS /sb  
September 13, 2018JMcK  
9/18/18

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

**WITHDRAWN**

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council\_\_\_\_\_  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution****RESOLUTION AUTHORIZING THE PURCHASING AGENT TO SELL VARIOUS IMPOUNDED MOTOR VEHICLES AT PUBLIC AUCTION****Project Manager**

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

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

**Contract Purpose**

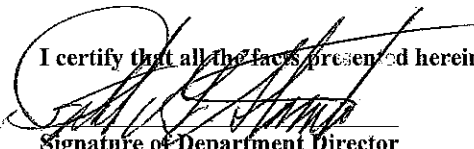
- ✦ The City of Jersey City ("City") acquired title to various motor vehicles which were impounded and these vehicles have salvage value.
- ✦ The City is offering to sell one hundred and twenty six (126) motor vehicles.
- ✦ N.J.S.A. 40A:11-36 authorizes the sale of municipal personal property not needed for public use by public sale.
- ✦ The Purchasing Agent desires to sell these motor vehicles by conducting a public auction.
- ✦ The City will transfer title to all vehicles that remain unsold at the conclusion of the public auction to the impound operator.

**Cost (Identify all sources and amounts)****Contract term (include all proposed renewals)****Type of award** **Auction Resolution**

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

9-17-18  
Date

\_\_\_\_\_  
Signature of Purchasing Director

\_\_\_\_\_  
Date

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

City Clerk File No. Res. 18-871

Agenda No. 10.N



## WITHDRAWN

### RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT WITH THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM, INC. (JCETP) DESIGNATING THE JCETP AS THE ADMINISTRATIVE ENTITY FOR THE JERSEY CITY WORKFORCE INNOVATION AND OPPORTUNITY AREA PURSUANT TO THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

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

**WHEREAS**, the Workforce Innovation and Opportunity Act ("Act"), 29 U.S.C. 2801, et seq., authorizes the expenditure of federal funds for employment training services in a state determined Workforce Innovation and Opportunity Area ("WIOA"); and

**WHEREAS**, in order to be eligible to receive grants under the Act, the Governor of New Jersey must designate a municipality as a local Workforce Innovation and Opportunity Area ("WIOA"); and

**WHEREAS**, the City of Jersey City (City) was designated as a WIOA and is eligible to receive grant funds; and

**WHEREAS**, in order to receive grant funds, the City must prepare a job training plan which must be approved by the State Department of Labor and must identify the administrator of the grant funds; and

**WHEREAS**, the Jersey City Employment and Training Program, Inc. (JCETP) was first designated as a one stop operator prior to the enactment of 29 U.S.C. Sec. 2841 in August 1998; and

**WHEREAS**, the JCETP a nonprofit 501(c)3 corporation, has been designated as One-Stop Operator for the City WIOA pursuant to 29 U.S.C. Sec. 2841 (d) and (e) of the Act; and

**WHEREAS**, it has been determined to be in the City's best interests to enter into an agreement with JCETP to administer the City's job training plan; and

**WHEREAS**, the agreement is authorized pursuant to 29 U.S.C. Sec. 2841 (d) and (e) which allows the local Workforce Investment Board, in agreement with the Mayor, to designate an entity to administer the grant funds; and

**WHEREAS**, each program year, the WIOA provides classroom training programs, and/or services for the Youth, Adult, Displaced Workers and TANF participants of Jersey City; and

**WHEREAS**, the term of the City's agreement with JCETP will be effective as July 1, 2018 and terminate on June 30, 2019; and

**WHEREAS**, the total contract amount is **\$2,748,030.00**, of which funds in the amount of \$290,252.00 are allocated for administrative expenses and \$2,457,778.00 for program costs; and

City Clerk File No. Res. 18-871Agenda No. 10.N

TITLE:

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT WITH THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRA, INC. (JCETP) DESIGNATING THE JCETP AS THE ADMINISTRATIVE ENTITY FOR THE JERSEY CITY WORKFORCE INNOVATION AND OPPORTUNITY AREA PURSUANT TO THE WORKFORCE INNOVATION AND OPPORTUNITY ACT**

**WHEREAS**, the federal funding for this contract is presently available by WIOA grant funds in the following accounts:

Description	Account No.	Amount
a) Adults	2-213-40-858-221	\$ 598,172
b) Youth	2-213-40-858-222	\$ 647,189
c) Displaced Workers	2-213-40-858-223	\$ 488,364
d) TANF	2-213-40-858-224	\$ 658,280
e) Learning Link	2-213-40-858-229	\$ 88,000
f) SNAP	2-213-40-858-233	\$ 145,000
g) GA/Snap	2-213-40-858-234	\$ 115,000
h) Smart Steps	2-213-40-858-231	\$ 8,025

**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 the agreement in the amount of **\$2,748,030.00**, in substantially the form of the attached, authorizing the Jersey City Employment and Training Program, Inc. to administer the City's Workforce Innovation and Opportunity Area job training plan for a one (1) year period effective as of July 1, 2018 and terminating on June 30, 2019.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds in the amount of **\$2,748,030.00** available for the payment of this resolution in JTPA Grant Account# **02-213-40-858**. PO#: 130577

APPROVED: Donna Mauer, CFO

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Corporation Counsel

# WITHDRAWN

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT WITH THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM, INC. (JCETP) DESIGNATING THE JCETP AS THE ADMINISTRATIVE ENTITY FOR THE JERSEY CITY WORKFORCE INNOVATION AND OPPORTUNITY AREA PURSUANT TO THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

**Project Manager**

Department/Division	Business Administration	Budget Office
Name/Title	Donna Mauer	CFO
Phone/email	(201)547-5042	donna@jcetp.org

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

**Contract Purpose**

To authorize the JCETP to administer the City's Workforce Innovation and Opportunity Area (WIOA) job training plan, funded by Job Training Partnership Act (JTPA) Grant.

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

Workforce Investment Act Grant (JTPA)  
\$2,748,030.00

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

One (1) year period effective as of July 1, 2018 and terminating on June 30, 2019

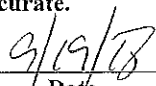
Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

**JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM (JCETP)  
AND  
THE CITY OF JERSEY CITY**

**AGREEMENT**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the City of Jersey City, a municipal corporation of the State of New Jersey with its principal offices located at 280 Grove Street, Jersey City, NJ 07302, (The "City") and the Jersey City Employment and Training Program, Inc. ("JCETP"), with its principal offices located at 398 Martin Luther King Drive, Jersey City, NJ 07305.

**WITNESSETH**

**WHEREAS**, the Workforce Innovation and Opportunity Act ("ACT"), 29 USC 2801, et seq., authorizes the expenditure of federal funds for employment training services in a state determined Workforce Innovation and Opportunity Area ("WIOA"); and

**WHEREAS**, the City has qualified for "temporary and subsequent designation" as a WIOA under the Act, and the Governor of New Jersey has designated Jersey City as a WIOA; and

**WHEREAS**, Section 2841(d) of the Act authorizes the local Workforce Investment Board (WIB) for a WIOA, with the agreement of the chief elected official of the WIOA, to designate a One Stop Operator for the WIOA and the programs initiated under the Act, and

**WHEREAS**, the JCETP with its specialized and qualitative expertise in operating such programs, has been designated as the One-Stop Operator for the Jersey City WIOA by agreement of the WIB servicing the Jersey City WIOA and the Mayor of the City.

**NOW, THEREFORE, THE CITY AND THE JCETP AGREE AS FOLLOWS:**

**I. APPLICABILITY OF FEDERAL REGULATIONS AND STANDARDS**

The City and the JCETP assure and certify that they shall comply and (where applicable) will require their subcontractors, subgrantees, and subrecipients to comply with the Act and the rules and

regulations promulgated to carry out the Act, as well as other applicable federal, state and local laws, rules and regulations.

## **II. AUTHORITIES AND RESPONSIBILITIES OF THE JERSEY CITY EMPLOYMENT & TRAINING PROGRAM**

Pursuant to the regulations set forth in the Act, the JCETP shall have overall responsibility to provide the policy guidance and exercise oversight (reviewing, monitoring, and evaluation) with respect to activities under the Act.

The JCETP and the City agree that the success of employment and training programs in Jersey City will be dependent upon the extent to which such programs reflect the intent and spirit of the Act, which encourages private sector participation and cooperation. Accordingly, it is intended, by means of this Agreement, that the JCETP, be vested with the substantial authority, as defined in the Act, for the administration and delivery of employment and training services as needed by Jersey City residents.

### **A. Designation as Administrative Entity.**

The JCETP shall be designated herein as the One-Stop Entity for the Jersey City WIOA and programs initiated pursuant to the Act, or any other successor statutes, for the term of the Agreement.

As the One-Stop entity, the JCETP Board of Directors is hereby granted authority to establish a JCETP Executive Board appointed by the Mayor, comprised of nine (9) members to act as JCETP's governing Board of Directors.

The JCETP Executive Board shall appoint an Executive Director who will serve as the One Stop Operator for the direct operation of the JCETP while having the full JCETP body conduct only its overall legislated functions of the policy, guidance, oversight and planning for the Jersey City Employment and Training Program and the WIOA.

The JCETP Director and staff will provide the day-to-day JCETP functions related to policy, guidance, oversight and planning and the JCETP Director will be accountable to the JCETP board

and its Chairperson.

As per the JCETP organizational chart prepared and submitted as a required part of both Jersey City and Hudson County WIOA Plans, the JCETP and Hudson County WIOA Directors, having New Jersey Dept. of Labor and Workforce Development defined staff positions, will interact in fostering labor market WIOA Program coordination and cooperation.

Additionally, the JCETP Director will attend all Executive Board meetings, as the full JCETP's representative for purposes of communicating actions to the full JCETP Board and vice-versa, and to offer technical assistance and support. The Mayor of Jersey City, as the chief elected official will be furnished with the official written minutes of all Executive Board meetings.

### **THE JCETP EXECUTIVE BOARD**

The JCETP Executive Board and its Director, as the One-Stop Operator for the Jersey City WIOA, will assume the following specific functions, which will be borne solely by the Jersey City WIOA.

1. Have input into the development of the local Workforce Investment Plan (hereinafter, "Plan"), which shall be prepared by the Workforce Investment Board (WIB), approved by the full WIB and the Mayor prior to submission of said plan to the Governor for approval;
2. In consultation with the JCETP Executive Board, through its management team, will implement and amend personnel policies and procedures. For those instances, which the JCETP has no applicable personnel policies or procedures, the City's procedures may be adopted. Applicable Affirmative Action and Equal Employment Opportunity provisions will be enforced;
3. Negotiate and enter into separate agreements and contracts with public and private corporations to provide core services, intensive services and on the job training services. Operate its own training programs, and provide other services consistent with and deemed by the JCETP to be necessary for the implementation of the approved Plan for the Jersey City WIOA, with such approval by the City as required by federal, state and/ or local laws.
4. Expend funds allocated under the Act for the purposes of implementing and carrying out the approved Plan, as well as such other funds as may from time to time, be made available to the JCETP, with such approval by the City as may be required by federal, state or local laws.
5. Oversee implementation of reentry programming that helps formerly incarcerated individuals overcome numerous barriers to employment and successfully reintegrate into their communities.



6. In accordance with its own by-laws, rules and procedures, JCETP authorizes its members and/or staff to travel outside Jersey City and outside the State of New Jersey as deemed necessary by the JCETP to achieve the purposes of the Act and approved Plan, subject to such approvals as may be required by federal, state, or local laws or regulations.
7. Establish and maintain a Management Information and Reporting system, acceptable to the City on operations and expenditures, subject to such approval as may be required by federal, state or local laws or regulations.
8. Provide written reports to the City, no less often than once each quarter, on levels of program operation and expenditures, as well as other JCETP activities being conducted in the furtherance of the approved Plan for the WIOA.
9. Procure audits of the funds and program activities as required by the Act, and work to resolve questions or irregularities identified through such audits; and;
10. Manage a system to hear and resolve grievances, which may be brought by program participants, contract service providers, vendors, and other interested parties, as required by the Act.

#### **B. Development of Workforce Investment Plan for WIOA**

The WIB with input from the JCETP Board shall be responsible for the development of the local Workforce Investment Plan for the Jersey City WIOA, as required by Section 118 of the Act.

1. The JCETP, in consultation and coordination with the Department of Administration shall identify the employment needs of the City's unemployed residents, the labor force needs of labor market area employers, and appropriate linkage between funds made available under the Act and education, social service and economic development activities in the area, and shall conduct such other analyses as are required by the Act or which the JCETP determines to be appropriate and necessary to discharge its responsibilities;
2. The JCETP shall solicit the input and participation of the local business community regarding the provision of the program services to eligible residents by evaluating labor market needs;
3. The JCETP, upon obtaining approval of the JCETP Chairperson and Mayor of the City shall be responsible for the preparation, modification and submission of the Workforce Investment Plan. The WIB shall submit the executed Workforce Investment Plan to the Governor of the State of New Jersey for approval.

### **POWERS AND RESPONSIBILITIES OF THE CITY**

#### **A. Designation as the Grant Recipient**

Jersey City shall be designated herein as grant recipient for Act funds, for the term of this Agreement. As grant recipient, the City shall furnish, or cause to be fulfilled, the following

responsibilities:

1. The City, and the Department of Administration, shall maintain oversight control of the current accounting, auditing and management information and reporting systems as required to comply with the Act and other applicable federal and state laws, rules and regulations.
2. The City Treasurer shall confirm all Act funding resources received from the federal government through the State of New Jersey.
3. Such resources shall be transferred to the JCETP's sub accounts with supporting documentation submitted to the City Treasurer and City Controller.
4. The City shall receive bank reconciliation's from the JCETP Executive Board providing control and a proper audit trail as required under the Act.
5. The City shall maintain and exercise a semi-annual internal audit review process of the program to verify all revenues and expenditures comply with the rules, regulations, and guidelines of the Act and other federal, state and local laws.
6. The City shall be entitled to reimbursement of all direct costs as appropriate, such as use of postage system, computer center services, automotive and repair services and employee benefits.

**B. Approval of WIOA Plan for Jersey City Workforce Investment Area:**

The Mayor, as the Act's Workforce Investment Plan co-signatory, shall review and approve the WIOA Plan for the Jersey City WIOA prepared by JCETP and approved by Workforce Investment Board, including any amendments thereto which might be required from time to time. Disagreements on the substance, content or any other aspect of the Plan between the City and the JCETP shall be resolved in accordance with the procedure prescribed in a separate section of this Agreement.

**III. COMPENSATION**

In exchange for providing a job training program during the term of this Agreement, the City shall pay JCETP a total contract amount not to exceed \$2,748,030.00.

**IV. INCORPORATION OF THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM**

The JCETP is an incorporated entity and shall remain so in conformance with the laws of the

State of New Jersey for the complete term of the Agreement. JCETP's Tax-exempt status as a non-profit corporation under U.S. Internal Revenue Code Sections 501(c) (3) is required and shall remain in force as a condition of this Agreement.

## **V. INDEMNIFICATION AND INSURANCE**

The JCETP may provide for the indemnification of directors, officers and employers, as provided under Title 15 of the New Jersey Statutes (Corporations and Associations Not for Profit).

The JCETP shall purchase and maintain in full force and effect during the term of this Agreement, personal liability insurance for its trustees, officers, directors and members, as authorized under the WIOA, or any successor regulations(s).

The JCETP shall purchase and maintain in full force and effect, and shall cause its sub recipients and subcontractors to purchase and maintain in full force and effect, liability insurance to insure against the risks of bodily injury, illness, property damage or any other damages or losses, or with respect to any claims arising out of any activity under a JCETP grant or agreement, whether concerning persons or property in the JCETP organization, in the grant recipient's organization, or in the organization of any sub recipient, subcontractor or other third party.

The JCETP shall purchase and maintain in full force and effect, or cause the sub recipients and subcontractors to purchase and maintain in full force and effect, workmen's compensation insurance for participants as authorized or required by federal, state and/or local law(s), and regulations or guidelines issued hereunder.

The City agrees to defend, indemnify and hold the JCETP and its employees harmless from any and all losses, claims, judgments, expenses, actions, costs, damages, and obligations, including attorneys fees, arising from this Agreement which are not covered by the insurance policies required to be purchased and maintained in full force and effect by the JCETP and/or its sub recipients and subcontractors as provided herein.

Notwithstanding the foregoing provisions, nothing herein shall protect or purport to protect

any trustee, officer, director, or employee of the JCETP against any liability to which he would otherwise be subject by reason of willful misfeasance, fraud, bad faith, breach of a fiduciary or legal duty to the JCETP or reckless disregard of the duties involved in the conduct of his office.

## **VI. RESOLUTION OF DISAGREEMENTS**

It is the joint authority and responsibility of both parties to this Agreement to secure effective service delivery, which provides the most beneficial mix of core, intensive and training services to the eligible residents and private employers of the Jersey City labor market area. In the event that the JCETP and the City cannot reach a mutually satisfactory agreement on approval with the Workforce Investment Plan, as required by the Act, representatives of the JCETP and the City shall meet to attempt to resolve such disagreements. When one or more parties to this agreement concludes that agreement between the JCETP and the City cannot be reached, any and all unresolved issues pertaining to the Workforce Investment Plan shall be submitted to the binding arbitration of the City, and one impartial representative of the Governor's office which is acceptable to the JCETP and the Mayor.

## **VII. TERM OF AGREEMENT**

This Agreement, and its force and effect on the activities, responsibilities and relationships defined herein, shall apply to the period retroactive to the 1<sup>st</sup> day of July 2018 and shall remain in effect until the 30<sup>th</sup> day of June 2019.

## **VIII. TERMINATION**

Either the City or the JCETP may terminate this Agreement without cause upon ninety (90) days prior written notice to the other party specifying the date of termination. Cause for termination results from the failure of the defaulting party to remedy any default in the performance of its obligations hereunder within ninety (90) working days after the non-defaulting party has given the defaulting party written notice of the default and the nature thereof. Cause for termination may also result from a termination of the grant funds through no fault of either party.

## **IX. AMENDMENTS**

Either the JCETP or the City may propose amendments to this Agreement at any time. Any

amendment to this Agreement shall require the approval of a majority of each party hereto, and shall be in written form.

#### **X. NOTICES**

All notices hereunder shall be in writing and shall be served either by personal delivery or by first class mail, properly addressed and postage prepaid, as follows:

**CITY:** Mayor's Office  
City Hall  
280 Grove Street  
Jersey City, NJ 07302

**JCETP:** JCETP  
360-398 Martin Luther King Drive  
Jersey City, NJ 07305

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in the dates set forth below.

#### **FOR THE JCETP:**

\_\_\_\_\_  
Sudhan Thomas, JCETP Executive Board Chairperson

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

#### **FOR THE CITY OF JERSEY CITY:**

\_\_\_\_\_  
Steven M. Fulop,  
Mayor of City of Jersey City

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

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

City Clerk File No. Res. 18-872  
Agenda No. 10.0  
Approved: SEP 26 2018  
TITLE:



## A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE JERSEY CITY HOUSING AUTHORITY (JCHA) PERMITTING THE CITY OF JERSEY CITY TO USE JCHA FACILITIES TO HOST CONGREGATE SENIOR MEALS

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

**WHEREAS**, the City of Jersey City ("the City")'s Congregate Nutrition Service or Senior Citizen Lunch Program provides the opportunity for active seniors to receive a nutritionally balanced hot lunch and to socialize with other seniors in a community setting; and,

**WHEREAS**, the City is contracted by the Hudson County Office on Aging to run the Congregate Nutrition Service at appropriate sites throughout the Jersey City; and,

**WHEREAS**, the City desires to execute a memorandum of understanding with the JCHA authorizing the City to use JCHA facilities to host the Congregate Senior Lunch program at its housing facilities;

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

1. The Mayor or Business Administrator is authorized to execute the memorandum of understanding and other documents attached hereto, with the Jersey City Housing Authority;
2. The term of the Memorandum of Understanding shall be one year, commencing on the date of execution of the attached MOU.

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

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.26.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORADUM OF UNDERSTANDING WITH THE JERSEY CITY HOUSING AUTHORITY (JCHA) PERMITTING THE CITY OF JERSEY CITY TO USE JCHA FACILITIES TO HOST CONGREGATE SENIOR MEALS**

**Initiator**

Department/Division	Health & Human Services	Division of Food & Nutrition
Name/Title	Angela Davis	Director, Food & Nutrition Division
Phone/email	(201) 547 5838	ADavis@jcnj.org

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

**Resolution Purpose**

This resolution executes a MOU with the JC Housing Authority, who would like to host Senior Congregate Meals at their facilities. The term of the agreement is one year, to be renewed annually.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

## Memorandum of Understanding

The Congregate Nutrition Service or **Senior Citizen Lunch Program** provides the opportunity for active seniors to receive a nutritionally balanced hot lunch and to socialize with other seniors in a community setting. The meals are available to residents of Jersey City who are 60 years of age or older.

The City of Jersey City is contracted by the Hudson County Office on Aging to run the Congregate Nutrition Service at appropriate sites throughout the Jersey City.

The purpose of this memorandum of understanding is to establish a formal working relationship between the **City of Jersey City Department of Health & Human Services (JCHHS)** and **Jersey City Housing Authority (JCHA)**, which seeks to host the Congregate Senior Lunch program at its housing facilities.

The Jersey City Department of Health & Human Services (JCHHS) agrees to provide and perform the following services:

1. **Program Administration** – The JCHHS is responsible for the administrative management of the program including the collection of participant data, attendance/daily sign-in sheets, daily food records, supply inventories, temperature logs, personnel records, health department inspections reports and placards, program and fiscal reports, contribution records, nutrition programming records, and menus.
2. **Meals** – The JCHHS will contract with a food vendor to provide hot meals that comply with the current federal Dietary Guidelines for Americans and that meet 1/3 the Dietary Recommended Intake as established by the Food & Nutrition Board of the National Research Council of the National Academy of Sciences. JCHHS will provide at least 10 meals and reserves the right to increase and decrease the meal count based on participant attendance. Meals are provided Monday through Friday.
3. **Staffing** – JCHHS will provide a City employee to serve as the lunch site coordinator. The site coordinator will be responsible for managing the lunch site operations. JCHHS is not responsible for managing non-City employees such as JCHA employees, JCHA volunteers, or Easter Seals trainees who may be assigned to support the Congregate Senior Lunch program.
4. **Special Equipment** – JCHHS agrees to provide a food warming/steam table for food received by the contracted food vendor. The food warming/steam table is the property of the City and JCHHS will be responsible for maintenance and repair. JCHA is not to use the food warming/steam table for any other purpose outside of the Congregate Senior Lunch program.
5. **Nutrition Education** – JCHHS staff will coordinate nutrition education programs for participants at the Congregate Senior Lunch site, at least quarterly.



As a host site for the Congregate Senior Lunch program, the Jersey City Housing Authority (JCHA) agrees to:

1. **Hours of Operation** – The host site agrees to allow the Congregate Senior Lunch program to operate for four (4) hours between the hours of 9:00 am – 1:00 pm, Monday through Friday. Advanced notification is required by each party for an exception to the normal hours and days of operation.
2. **Space** – The host site agrees to provide a minimum space of 15-20 square feet per participant.
3. **Meal Minimum** – The host site agrees to have at least 10 eligible participants per day. The host site agrees to provide JCHHS staff with at least five (5) business days' notice of special meal requests (i.e., boxed lunches for an off-site event or trip).
4. **Program Compliance** – The host site agrees to work with JCHHS to ensure that program participants consume their meals at the lunch site and do not remove meals from the dining area.
5. **Facilities** – The host site agrees to provide a kitchen space with hot and cold running water, use of stove or cooking equipment, refrigerator and adequate counter or table space; separate secure storage space for cleaning supplies; minimum (68) and maximum (78) temperatures; and where applicable, the use of air conditioning or other ventilating equipment. The host site agrees to prohibit non-Congregate Senior Lunch program staff or program participants from entering the kitchen space during lunch site hours of operation. An exception will be made for staff of other food service programs (e.g., Summer Food Service Program, Summer Fun camp lunch service).
6. **Recurring expenses** – The host site is responsible for all recurring expenses including utilities, phone, snow removal, garbage removal, pest control, and equipment repair.
7. **Care and maintenance of the physical facility** – The host site is responsible for the cleaning and sanitation of restrooms and common areas, cleaning range hoods, fans, furnace, vents, daily light maintenance, expected heavy maintenance, i.e., window and wall washing, grease trap cleaning, painting, floor scrubbing, waxing and other cleaning.
8. **Installation of special equipment** – The host site is responsible for phones, refrigerators, freezers, signs or bulletin boards.
9. **Insurance** – The host shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability and Automobile Liability and shall be subject to approval for adequacy of protection. Insurance requirements are as follows:
  - a. Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage; with the

City of Jersey City listed as an additional insured and JCHA listed as additional insured on the City's General Liability policy as well.

- b. Automobile Liability in the amount of \$1,000,000 combined single limit; with the City of Jersey City listed as an additional insured.
- c. Workers Compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000

- 10. **Food Safety Compliance** – The host site is responsible for compliance with all Federal, State, and local laws and codes, including NJAC 8:24-1, "Chapter 24 Sanitation in Retail Food Establishments and Food and Beverage Vending Machines," fire code, and building code (Certificate of Occupancy where appropriate).
- 11. **Furnishing** – The host site is responsible for providing all furnishing. The furnishing must be sturdy and appropriate for older persons (comfortable lounge chairs, television sets, game tables, etc. may be included). The site host is responsible for the maintenance and cleaning of all furnishing and equipment.
- 12. **Food Service Equipment** – The host site is responsible for minimum compliance (i.e., refrigerator, freezer and other maintenance items) with State Health Department requirements.
- 13. **Storage** – The host site must ensure the accessibility to dry storage for disposable paper products, utensils, pots and pans, coffee urns, etc. supplied by the program.
- 14. **Additional equipment** – The host site may be required to provide additional equipment depending on the type of program and extent of menu. All such equipment and facilities must be in compliance with NJAC 8:24-1, "Chapter 24 Sanitation in Retail Food Establishments and Food and Beverage Vending Machines."
- 15. **Special Events** – The host site agrees to notify JCHHS of any special events or programming that will coincide with the Congregate Senior Lunch site hours of operation.
- 16. **Political Events** – The host site agrees that it will not host any events with candidates for elected office during the Congregate Senior Lunch site hours of operation. The host site acknowledges that it understands that if such political events occur during the Congregate Senior Lunch site hours of operation that this would be a violation of the Hatch Act, which prohibits any political activity in connection with the administration of federal programs.

This agreement shall be renewed every year between the Jersey City Department of Health & Human Services (JCHHS) and the Jersey City Housing Authority (JCHA).

#### Term Option Clause

The parties mutually consent to having the option to renew this agreement annually in increments of one (1) year renewal terms, commencing at the expiration of the initial term. The option to renew is

conditioned upon the parties mutually consent which shall be in a written notices to exercise its renewal option prior to the expiration of the initial term.

Termination Clause

The parties mutually consent to having the option to terminate this Agreement upon delivering written notice at least thirty (30) days prior to the anticipated termination date of this Agreement.

I have read and agree to comply with all policies and responsibilities outlined in the above Memorandum of Understanding. I understand that failure to comply by either party may result in termination of this agreement.

\_\_\_\_\_  
Jersey City Housing Authority

\_\_\_\_\_  
Date

\_\_\_\_\_  
The City of Jersey City

\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: RL

DATE (MM/DD/YYYY)

06/19/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> NATHAN LANE AGENCY, INC. 545 GOFFLE ROAD WYCKOFF, NJ 07481-2937 NATHAN LANE AGENCY, INC.		<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): <b>FAX</b> (A/C, No): <b>E-MAIL</b> <b>ADDRESS:</b> <b>PRODUCER</b> <b>CUSTOMER ID #:</b> JERSEYC	
<b>INSURED</b> JERSEY CITY HOUSING AUTHORITY 400 US HIGHWAY #1 MARION GARDENS, BUILD #7 JERSEY CITY, NJ 07306	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : AMERICAN ALTERNATIVE INS. CORP		19720
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>							EACH OCCURRENCE
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR							MED EXP (Any one person)
								PERSONAL & ADV INJURY
								GENERAL AGGREGATE
								PRODUCTS - COMP/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> JECT <input type="checkbox"/> LOC							
A	<b>AUTOMOBILE LIABILITY</b>		X		GPPAPF605634201	12/01/2017	12/01/2018	COMBINED SINGLE LIMIT (Ea accident)
	<input checked="" type="checkbox"/> ANY AUTO							\$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS							BODILY INJURY (Per person)
	<input type="checkbox"/> SCHEDULED AUTOS							BODILY INJURY (Per accident)
A	<input checked="" type="checkbox"/> HIRED AUTOS				GPPAPF605634201	12/01/2017	12/01/2018	PROPERTY DAMAGE (PER ACCIDENT)
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS				GPPAPF605634201	12/01/2017	12/01/2018	\$
								COMP DED
								\$ 500
								COLL DED
								\$ 500
	<b>UMBRELLA LIAB</b>							EACH OCCURRENCE
	<input type="checkbox"/> EXCESS LIAB							\$
	<input type="checkbox"/> CLAIMS-MADE							AGGREGATE
	<input type="checkbox"/> DEDUCTIBLE							\$
	<input type="checkbox"/> RETENTION \$							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>							WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below			N/A				E.L. EACH ACCIDENT
								\$
								E.L. DISEASE - EA EMPLOYEE
								\$
								E.L. DISEASE - POLICY LIMIT
								\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED WITH REGARDS TO THE "SHARED SERVICES AGREEMENT TO OBTAIN FUEL AT THE DEPARTMENT OF PUBLIC WORKS FACILITY", SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF THE POLICY CONTRACT.

**CERTIFICATE HOLDER****CANCELLATION**

<b>CITY011</b>  CITY OF JERSEY CITY 280 GROVE STREET JERSEY CITY, NJ 07302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE NATHAN LANE AGENCY, INC.
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ACORD 25 (2009/09)

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189 Commerce Court  
PO Box 189  
Cheshire, CT 06410-0189

203-272-8220 or 800-873-0242  
fax 203-271-2265  
www.housingcenter.com

## CERTIFICATE OF INSURANCE

ID: 23, Endorsement: 01-035-01-2018-18

Issue Date: 06/21/2018

Insured: Housing Authority of the City of Jersey City

Address: 400 U.S. Highway #1  
Jersey City, NJ 07306-7306

### Coverages

Type of Insurance	Policy Number	Limits
Commercial Liability	HARRG-23-179433-2018	<b>General Aggregate:</b> \$ 3,000,000 <b>Per Occurrence:</b> \$ 3,000,000 <b>Personal and Adv Inj:</b> \$ 3,000,000 <b>Fire Damage Sub-Limit:</b> \$ 50,000 <b>Athletic Sport Sub-Limit</b>
[X] Coverage A: Bodily Injury and Property Damage Liability: <u>Occurrence</u>	<b>Effective Date:</b> 03/01/2018 12:01 AM	<b>Per Occurrence:</b> \$ 250,000 <b>Aggregate:</b> \$ 250,000
[X] Coverage B: Personal and Advertising Injury Liability: <u>Occurrence</u>	<b>Expiration Date:</b> 03/01/2019 12:01 AM	<b>Mold, Other Fungi or Bacteria:</b> \$ 100,000
[X] Coverage E: Mold, Other Fungi or Bacteria Liability: <u>Claims Made</u> Retro Date: 3/1/04		

**Description:** City of Jersey City (CITY), a Municipal Corporation of the State of New Jersey added as additional insured

**Certificate Holder:** City of Jersey City

**Holder:** City Hall  
280 Grove Street  
Jersey City, NJ 07302

**Company:** Housing Authority Risk Retention Group, Inc.

THIS IS TO CERTIFY THAT THE POLICIES LISTED ABOVE HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY CLAIMS PAID. THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES ABOVE.

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 90 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligations or liability of any kind upon the company, its agents, or representatives.

Signature of Authorized Representative

HAI Group® | 189 Commerce Court, Cheshire, CT 06410 | HAI Group is a registered trademark for a family of companies which includes Housing Authority Risk Retention Group, Inc., Housing Authority Property Insurance, A Mutual Company, Housing Enterprise Insurance Company, Inc.; and Housing Insurance Services, Inc. (DBA Housing Insurance Agency Services in NY and MI).

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Conner Strong &amp; Buckelew</b> <b>MEL Underwriting Unit</b> <b>40 Lake Center Executive Park</b> <b>Marlton, NJ 08053</b>	<b>CONTACT</b> <b>MEL Underwriting Service Center</b> <b>PHONE</b> <b>(A/C, No, Ext):</b> <b>FAX</b> <b>732-736-5274</b> <b>E-MAIL</b> <b>ADDRESS: MELUnderwritingSvcCntr@connerstrong.com</b>
<b>INSURED</b> <b>Jersey City Housing Authority</b> <b>400 US Highway #1 (Marion Gardens)</b> <b>Jersey City, NJ 07306</b>	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> NJ Public Housing Authority JIF <b>INSURER B:</b> Municipal Excess Liability JIF <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  <b>GEN'L AGGREGATE LIMIT APPLIES PER:</b> <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <b>OTHER:</b>					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</b> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> A	PHA180641194	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Evidence of Insurance.**

<b>CERTIFICATE HOLDER</b> <b>Jersey City Housing Authority</b> <b>400 US Highway #1 (Marion Gardens)</b> <b>Jersey City, NJ 07306</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> <i>W. Michael Flanagan</i>
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# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-873

Agenda No. 10.P

Approved: SEP 26 2018

TITLE:



## ENABLING RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT AND THE ACCEPTANCE OF A GRANT AWARD FROM THE NEW JERSEY GREEN ACRES PROGRAM FOR JERSEY CITY PARKS STEWARDSHIP

**COUNCIL**  
of the following resolution:

**offered and moved adoption**

**WHEREAS**, the New Jersey Department of Environmental Protection, Green Acres Program ("State"), provides loans and/or grants to municipal and county governments and grants to nonprofit organizations for assistance in the acquisition and development of lands for outdoor recreation and conservation purposes; and

**WHEREAS**, the City of Jersey City (City) desires to further the public interest by accepting a grant of \$82,672 from the State to fund the following project(s): **Jersey City Parks Stewardship -Rain Gardens, Project No. 0906-17-051**; and

**WHEREAS**, the City is willing to use the State's funds in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the State for the above named project;

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

1. the Mayor is hereby authorized to execute an agreement and any amendment thereto with the State known as Jersey City Parks Stewardship Project;
2. the City has its matching share of the project, if a match is required, in the amount of \$20,668 in Parks Capital Acct No. 04-215-55-100-990;
3. in the event the State's funds are less than the total project cost specified above, the City has the balance of funding necessary to complete the project;
4. the City agrees to comply with all applicable federal, state and local laws, rules, and regulations in its performance of the project;

EC 09-19-18 5. this resolution shall take effect immediately.

APPROVED: [Signature] 040

APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]  
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9-26-18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

ENABLING RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT AND THE ACCEPTANCE OF A GRANT AWARD FROM THE NEW JERSEY GREEN ACRES PROGRAM FOR JERSEY CITY PARKS STEWARDSHIP

**Initiator**

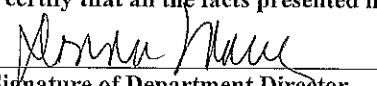
Department/Division	Administration	Management & Budget
Name/Title	Donna Maurer	CFO
Phone/email	(201)547-5042	donna@jcnj.org

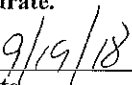
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

To authorize the execution of a Green Acres Project Agreement and the acceptance of a grant award from the State of New Jersey, DEP, in the amount of **\$82,672** plus 25% City Match in the amount of \$20,668 to fund **Jersey City Parks Stewardship –Rain Gardens, Project No. 0906-17-051.**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date



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

City Clerk File No. Res. 18-874

Agenda No. 10.0

Approved: SEP 26 2018

TITLE:



## RESOLUTION AUTHORIZING THE DEPARTMENT OF RECREATION TO APPLY FOR FUNDS FROM THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE FY2019 RECREATIONAL OPPORTUNITIES FOR INDIVIDUALS WITH DISABILITIES (ROID) GRANT PROGRAM

**COUNCIL AS A WHOLE  
FOLLOWING RESOLUTION:**

**OFFERED AND MOVED ADOPTION THE**

**WHEREAS**, there is a need to provide recreation and leisure services for individuals with disabilities in the City of Jersey City; and

**WHEREAS**, the Recreational Opportunities for Individuals with Disabilities (ROID) Grant supports projects that will provide these services to people with disabilities in our community by offering the ROID Grant Program; and

**WHEREAS**, the Jersey City Department of Recreation wishes to provide individuals with disabilities in need these services being offered under this grant program; and

**WHEREAS**, the City of Jersey City desires to submit a grant application to the Department of Community Affairs on behalf of the Jersey City Department of Recreation for the FY2019 Recreational Opportunities for Individuals with Disabilities Grant Program in the amount of \$20,000.

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

1. The City of Jersey City authorizes the submission of the grant for funding; and
2. These funds will be used by the Jersey City Department of Recreation to provide services for individuals with disabilities; and
3. The Municipal Council approves the allocation of matching funds equivalent to 20% of the requested grant funds, or \$4,000.

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.26.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE DEPARTMENT OF RECREATION TO APPLY FOR FUNDS FROM THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE FY2019 RECREATIONAL OPPORTUNITIES FOR INDIVIDUALS WITH DISABILITIES (ROID) GRANT PROGRAM**

**Initiator**

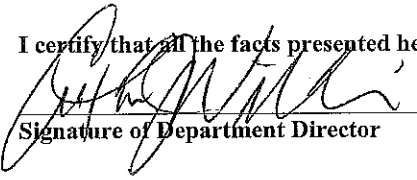
Department/Division	Department of Recreation	
Name/Title	Arthur Williams	Director
Phone/email	(201) 547-4537	ajwilliams@jcny.org

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

**Resolution Purpose**

To apply for the FY2019 Recreational Opportunities for Individuals with Disabilities (ROID) Grant of \$20,000 from the New Jersey Department of Community Affairs to the Jersey City Department of Recreation to support projects that will provide services to people with disabilities in the community; allocating matching funds equivalent to 20% of the requested grant funds or \$4,000.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

9/13/2018  
Date

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

City Clerk File No. Res. 18-875

Agenda No. 10.R

Approved: SEP 26 2018

TITLE:



## RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO PROCURE A CONSULTANT TO UPDATE THE RECREATION AND OPEN SPACE ELEMENT OF THE MASTER PLAN OF THE CITY OF JERSEY CITY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, there is a need to update the City of Jersey City's (the "City") Recreation and Open Space Element of the Master Plan as the most current one was adopted in 2008; and

**WHEREAS**, an Open Space Master Plan would effectively become a quantitative tool the City and its Council can use in prioritizing budgets for park and open space improvements based on a comprehensive needs assessment; and

**WHEREAS**, the Open Space Master Plan will shape the City's approach to future stewardship questions, such as: how to continue conservation, how to address population growth, and how to make the City more resilient and sustainable; and

**WHEREAS**, the Open Space Master Plan would help ensure through the collection of data and creative solutions that all Jersey City residents have safe walkable access to open space to ensure residents have and will continue to ensure a high quality of life; and

**WHEREAS**, the City is seeking a qualified consultant to draft the above mentioned policies and plans; and

**WHEREAS**, the award of the contract will be based upon the most advantageous price and other factors that will be identified in the Request for Proposals document (RFP) that the City will publicly advertise; and

**WHEREAS**, the City intends to use the competitive contracting process to award this contract; and

**WHEREAS**, N.J.S.A. 40A:11-4.1(m) authorizes the City to use competitive contracting to award contracts to contractors for "consulting services"; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the use of competitive contracting pursuant to N.J.S.A. 40A: 11-4.1(m) is authorized for the procurement a consultant to update the Recreation and Open Space Element of the Master Plan of the City of Jersey City.

JMcK  
9/17/18

Tanya Marione, AICP, PP  
Director, Division of City Planning

APPROVED:

APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.26.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO PROCURE A CONSULTANT TO UPDATE THE RECREATION AND OPEN SPACE ELEMENT OF THE MASTER PLAN OF THE CITY OF JERSEY CITY**

**Initiator**

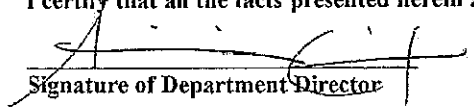
Department/Division	HEDC/Planning	
Name/Title	Annisia Cialone, AICP, PP/HEDC Director	Tanya Marione, AICP, PP/Planning Director
Phone/email	acialone@cnj.org	201-547-5010/tanyam@cnj.org

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

**Resolution Purpose**

The resolution will authorize the use of competitive contracting pursuant to N.J.S.A. 40A: 11-4. 1(m) to procure a consultant to update the Recreation and Open Space Element of the Master Plan of the City of Jersey City.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

9.11.18  
Date

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

City Clerk File No. Res. 18-876  
Agenda No. 10.S  
Approved: SEP 26 2018  
TITLE:



## **RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO MARK CONSTRUCTION INC. FOR THE EMERGENCY SLAB REPAIR AT THE MAUREEN COLLIER SENIOR CENTER, PROJECT 2018-002**

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

**WHEREAS**, the Divisions of Buildings and Street Maintenance and Architecture were notified of slab structural issues and flooding at the Maureen Collier Center; and

**WHEREAS**, it was necessary to repair the slab to ensure the health, welfare and safety of the occupants and public; and

**WHEREAS**, the Director of the Department of Public Works had to secure a vendor that could perform slab repairs immediately. As a result, the Director of the Department of Public Works notified the Purchasing Agent that an emergency existed; and

**WHEREAS**, the Purchasing Agent was satisfied that an emergency existed; and

**WHEREAS**, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the total cost for the repairs is \$148,050.00; and

**WHEREAS**, these funds are available in Account No. 04-215-55-145-990.

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

1. Because of the above stated reasons which are incorporated herein, an emergency contract award to Mark Construction, Inc., 81 Lester Street, Suite 2, Wallington, New Jersey 07057 be made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. for the emergency slab repairs is hereby ratified.
2. The total cost of the emergency contract is \$148,050.00.
3. The Director of the Department of Public Works has reduced to writing his notification to the Purchasing Agent of the emergency and filed it with the Purchasing Agent.

(Continued on page 2)

City Clerk File No. Res. 18-876Agenda No. 10.S SEP 26 2018

TITLE:

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO MARK CONSTRUCTION INC. FOR THE EMERGENCY SLAB REPAIR AT THE MAUREEN COLLIER SENIOR CENTER, PROJECT 2018-002**

4. The Purchasing Agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services.
5. The Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.

*Donna Mauer*  
 Donna Mauer as Chief Financial Fiscal 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.

PO# 129816

Approved by:

*Peter Forgado*  
 Peter Forgado, Director of Purchasing  
 CPA, RPPC

September 11, 2018

Date

PF/pv  
 9/11/18

*JMcK*  
 9/17/18

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

APPROVED AS TO LEGAL FORM

APPROVED: *MB* \_\_\_\_\_

Business Administrator

\_\_\_\_\_  
 Corporation CounselCertification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.26.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*Robert Byrne*  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO MARK CONSTRUCTION INC. FOR THE EMERGENCY SLAB REPAIR AT THE MAUREEN COLLIER SENIOR CENTER, PROJECT 2018-002**

**Initiator**

Department/Division	Administration	Architecture
Name/Title	Brian F. Weller, L.L.A.	Director
Phone/email	201-547-5900	wellerb@cnj.org

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

**Emergency floor slab replacement and miscellaneous repairs at the Maureen Collier Center.**

Scope of work included, but not limited to, the following:

Removal, disposal and replacement of approximately 22.5 linear feet (LF) of interior non-load bearing wall; salvage existing electrical/fire devices and re-install on new wall.

Removal and disposal of approximately 180 SF of raised flooring.

Removal and disposal of approximately 125 SF of suspended ceiling grid in utility room; salvage existing light fixtures, HVAC registers, etc. for re-use.

Demolition, removal and disposal of approximately 765 SF of interior concrete slab. (Concrete slab is approximately 6" thick.)

Removal and disposal of unsuitable soil below 'removed' slab.

Repair/Replacement of existing sanitary line below 'removed' slab.

Repair/Replacement of existing water line below 'removed' slab.

Provide proper bedding for pipe lines above (Line items 6 and 7); Coordinate with utility companies having jurisdiction.

Connection of existing downspout to existing sanitary line (in exterior excavation area).

Removal of existing tree stump and shrubs, including root system, by building foundation.

Back-filling and compaction of engineered fill below 'removed' slab.

Construction of new 6" thick, reinforced conc. slab on grade to replace 'removed' slab.

Installation of approximately 125 SF of new 2'x2' suspended ceiling grid and tiles to replace.

Repair and extend existing suspended ceiling grid to new interior walls; Provide approximately 22.5 LF of new grid ledger along new walls and approximately 25 SF of ceiling tiles.

Repair (grout) approximately 25 LF of crack in existing concrete slab.

Removal, disposal and replacement of approximately 2,200 SF of 12"x12" vinyl tile flooring.

Removal, disposal and replacement of approximately 150 SF of non-slip ceramic floor tile.

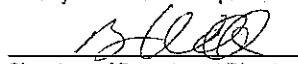
Removal, disposal and replacement of approximately 55 LF of ceramic wall base cove.

Removal, disposal and replacement of existing bathroom partitions and doors.

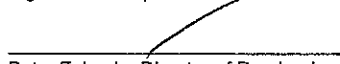
Removal and re-installation of existing window. (Optional to the Contractor, based on means and methods.)

ALTERNATE A: Removal, disposal and replacement of exterior hollow metal doors, including hardware, threshold, silencers, closers and frames.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

9-11-18  
Date

  
Peter Folgado, Director of Purchasing  
RPPO, CPA

9/14/18  
Date

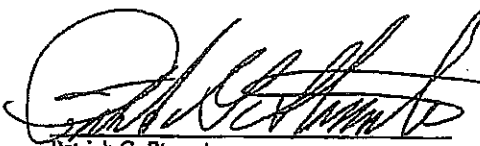
**CERTIFICATION OF PATRICK G. STAMATO**

I, Patrick G. Stamato, of full age, hereby certifies as follows:

1. The Divisions of Architecture and Buildings and Street Maintenance were notified of structural issues and flooding at the Maureen Collier Center.
2. There is a need for emergency repairs.
3. The aforementioned situation endangered the health, welfare and safety of the occupants and the public.
4. Further examination by Mr. Brian Weller, Chief Architect and Mr. Douglas Carlucci, Buildings Director, revealed that these repairs must be done immediately.
5. The total funds requested for this purpose is not known at this time.
6. As Director of the Department of Public Works, I inspected the location and determined that it is very dangerous and the repairs must be fixed.
7. Because of the reasons stated above which are incorporated herein, I have declared an emergency existed and formally authorized the necessary repairs and replacement without further delay.
8. Because of the aforementioned emergency, time did not permit formal advertisement for the necessary repairs.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Should you have any questions or require further details regarding this matter, please contact us at your earliest convenience.

Dated: 6/27/18

  
Patrick G. Stamato  
Director of Department of Public Works



## Estella Wermann

---

**From:** Joseph Javier  
**Sent:** Friday, July 6, 2018 1:32 PM  
**To:** Brian Weller  
**Cc:** Estella Wermann; Audrey Beckham; Anna A. Rizzo  
**Subject:** Maureen Collier Senior Center - Slab Repair 2018-002: Solicited Quotes from Contractors  
**Attachments:** Mark Construction Quote 07-06-18.PDF; Zenith Construction Quote 07-06-18.pdf  
**Importance:** High

Brian:

We have solicited quotes via email from the following Contractors for the above-referenced project:

- |    |                             |              |
|----|-----------------------------|--------------|
| 1. | Adamo Brothers Construction | No Response  |
| 2. | Broad Construction Union    | No Response  |
| 3. | Chelsea & Company           | No Response  |
| 4. | Louis Gargiulo Construction | No Response  |
| 5. | Mark Construction           | \$148,050.00 |
| 6. | Siedlecki Construction Co.  | No Response  |
| 7. | Rising Sun Construction     | No Response  |
| 8. | Zenith Construction         | \$247,000.00 |

**Deadline for submission was July 6, 2018 at 1:00 PM.**

Being that this is emergency work that needs to be completed ASAP, I recommend awarding the contract to Mark Construction who has presented the lowest price quote.

Any questions, please let me know.

Sincerely,

**Joseph D. Javier, RA, NCARB**  
Architect, Project Manager

City of Jersey City \* Department of Administration  
**Division of Architecture**  
13-15 Linden Avenue East, Second Floor \* Jersey City, New Jersey 07305  
Office: 201-547-5900 \* Direct: 201-547-4460 \* Email: [javierj@icnj.org](mailto:javierj@icnj.org)

## BID PROPOSAL CHECK LIST

The following documents are to be completed and submitted with the bid proposal. Compliance shall be indicated by placing initials on the line preceding each item attached:

- KJN \*List of Prices
- KJN \*Grand Total Bid Price
- KJN Alternate(s), if applicable, with supporting documentation, if applicable.
- KJN Substitutions, if applicable, are attached in conformance with the Information to Bidders, Article 21, Substitutions
- KJN \*Certificate of Experience of General Contractor
- KJN Certificate of Experience for subcontractors required to be named pursuant to N.J.S.A. 40A:11-16
- KJN \*Plant and Equipment Questionnaire completed by General Contractor
- KJN Plant and Equipment Questionnaire completed by subcontractors required to be named pursuant to N.J.S.A. 40A:11-16
- KJN Non-Collusion Affidavit
- KJN \*Statement of Ownership Disclosure
- KJN Disclosure of Investment Activities in Iran Form
- KJN Form MWB-3 - Minority/Women Business Compliance Plan (3 Forms)
- KJN Exhibit B: Mandatory Equal Employment Opportunity Language (N.J.S.A. 10:5-31 et seq.) (N.J.A.C. 17:27) Construction Contracts **must be signed.**
- KJN State of New Jersey, Division of Contract Compliance Equal Employment Opportunity in Public Contracts' Initial Project Workforce Report Construction (Form AA-201). **Must be submitted after notification of award but prior to signing a construction contract.** Form AA-201 maybe obtained and must be submitted to Jersey City's Public Agency Compliance Officer (P.A.C.O.) at Office of Tax Abatement & Compliance, 13 Linden Avenue East, Jersey City, NJ 07305, Telephone 201-547-4538 E-mail Address: abuanj@jcnj.org
- KJN \*Bid Bond
- KJN \*Consent of Surety
- KJN Public Works Contractor Registration Certificates for General Contractor and all Subcontractors listed on page **P-10**.
- KJN New Jersey Business Registration Certificates of General Contractor and all Subcontractors listed on page **P-10**.
- KJN \*Written acknowledgment of addendum (if issued), on Page P-1 of the Bid Form, pursuant to N.J.S.A. 40A:11-23.2(e).

Failure to include the bid documents listed immediately above that are marked with an asterisk (\*) shall result in automatic rejection of the bid at the time of the bid reception.



CITY OF JERSEY CITY  
DIVISION OF PURCHASING

394 CENTRAL AVENUE, 2ND FLOOR | JERSEY CITY, NJ 07307  
P: 201 547 5155/5156 | F: 201 547 6585



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

PETER FOLGADO  
DIRECTOR OF PURCHASING, C.P.A., R.P.P.O.

**CERTIFICATION REGARDING SUSPENSION/DEBARMENT**

I am KAZIMIERZ MROCZEK, PRESIDENT of the firm of MARK CONSTRUCTION, INC.,  
the Contractor who submitted the lowest responsible bid for the project known as  
MAUREEN COLLIER CENTER - EMERGENCY FLOOR SLAB REPLACEMENT.

I executed the Proposal submitted to the City of Jersey City with the full authority to do  
so. As of the date of execution of this Certification on this 20TH day of JULY,  
2018, the firm of MARK CONSTRUCTION, INC. has not been suspended or debarred  
from submitting bid proposals by the United States of America, its departments,  
divisions, and agencies or by the State of New Jersey, its departments, divisions, and  
agencies.

I certify that the foregoing statements are true. I am aware that if any of the  
foregoing statements made by me are willfully false, I am subject to punishment.

MARK CONSTRUCTION, INC.  
(Name of Contractor)

Signed By: Kazimierz Mroczek  
KAZIMIERZ MROCZEK

Dated: 07/20/2018

Title: PRESIDENT

Sworn and subscribed to before me  
This 20th day of July, 2018

AGATA PODLESNY

ID # 2442632

NOTARY PUBLIC

STATE OF NEW JERSEY

My Commission Expires Feb 9, 2019  
\*Must be notarized and returned with bid only if total bid amount exceeds \$100,000.00



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** MARK CONSTRUCTION, INC.

**Trade Name:**

**Address:** 81 LESTER STREET STE 2  
WALLINGTON, NJ 07057

**Certificate Number:** 0600183

**Effective Date:** November 05, 1992

**Date of Issuance:** July 09, 2018

**For Office Use Only:**

20180709152224887

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

## INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-2013 to 15-DEC-2020

MARK CONSTRUCTION INC.  
25 MONTGOMERY AVE  
MONTGOMERY

NJ 07045



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

Andrew P. Sidamon-Eristoff  
State Treasurer



## State of New Jersey

PHILIP D. MURPHY  
*Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE & ENTERPRISE SERVICES  
P.O. BOX 026

SHEILA Y. OLIVER  
*Lt. Governor*

TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO  
*Acting State Treasurer*

### APPROVED

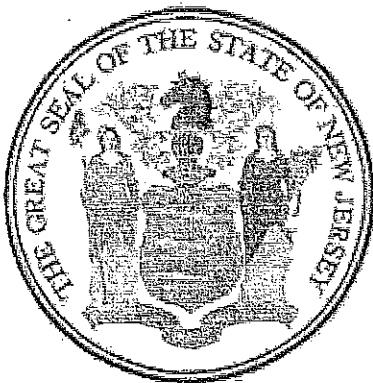
*under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges MARK CONSTRUCTION INC as a Category 5 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor information (NJSAVI) database that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and complete the New SBE online registration located at:  
[www.njportal.com/DOR/SBERegistry/](http://www.njportal.com/DOR/SBERegistry/).



Peter Lowicki  
Deputy Director

Issued: 6/11/2018  
Certification Number: A0071-66

Expiration: 6/11/2021

NOT AN  
ELECTRICIAN'S  
OR PLUMBER'S  
LICENSE

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

THIS IS TO CERTIFY THAT THE  
Division of Consumer Affairs

HAS REGISTERED

MARK CONSTRUCTION INC.  
Kazimierz Mroczek  
81 Lester Street  
Suite 2  
Wallington NJ 07057

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

New Jersey Office of the Attorney General  
Division of Consumer Affairs  
THIS IS TO CERTIFY THAT THE  
Division of Consumer Affairs  
HAS REGISTERED  
MARK CONSTRUCTION INC.  
Home Improvement Contractor

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE  
02/27/2018 TO 03/31/2019  
VALID

13VH05214500  
License/Registration/Certificate #

SIGNATURE  
ACTING DIRECTOR

02/27/2018 TO 03/31/2019

VALID

*Kazimierz Mroczek*  
Signature of Licensee/Registrant/Certificate Holder

13VH05214500

LICENSE/REGISTRATION/CERTIFICATION #

*Sharon M. Jagan*  
ACTING DIRECTOR

PLEASE DETACH HERE  
IF YOUR LICENSE/REGISTRATION/  
CERTIFICATE ID CARD IS LOST  
PLEASE NOTIFY:  
Division of Consumer Affairs  
P.O. Box 46016  
Newark, NJ 07101

PLEASE DETACH HERE

MARK CONSTRUCTION INC.

EXPIRATION DATE 2019

YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 13VH 05214500 . PLEASE USE IT IN ALL  
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS  
CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED  
BELOW.

Division of Consumer Affairs  
P.O. Box 46016  
Newark, NJ 07101

PRINT YOUR NEW ADDRESS OF RECORD BELOW.

YOUR ADDRESS OF RECORD IS THE ADDRESS THAT WILL PRINT ON  
YOUR LICENSE/REGISTRATION/CERTIFICATE AND IT MAY BE MADE  
AVAILABLE TO THE PUBLIC.

HOME ☐

BUSINESS ☐

PRINT YOUR NEW MAILING ADDRESS BELOW.

YOUR MAILING ADDRESS IS THE ADDRESS THAT WILL BE USED BY  
THE DIVISION OF CONSUMER AFFAIRS TO SEND YOU ALL  
CORRESPONDENCE.

HOME ☐

BUSINESS ☐

TELEPHONE  
INCLUDE AREA CODE

TELEPHONE  
INCLUDE AREA CODE

If the law governing your profession requires the current license/registration/certificate to be displayed, it should be  
within reasonable proximity of your original license/registration/certificate at your principal office or place of business.

Certificate Number  
616361

Registration Date: 08/07/2016  
Expiration Date: 08/06/2018



## State of New Jersey

### Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

2016  
Mark Construction, Inc.

**Responsible Representative(s):**

Kazimierz Mroczek, President

A handwritten signature in cursive script, reading "Harold J. Wirths".

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

NON TRANSFERABLE

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





81 Lester St, Suite 2  
Wallington NJ, 07057  
Tel: (973) 263-5884  
Fax: (973) 263-1965  
bids@markconstr.com

# Latest Completed Projects

Mark Construction, Inc.

## EXHIBIT A

Owner:	Job name:	Total Contract Amount	Date Work Completed	Contact Person/ Architect	Contact #	Time Extension	Penalties Imposed	Liens/Claims/ Stop Notice
Claremont Construction Group P.O.Box 808 Fair Hills, NJ 07931	Montgomery Street Housing 32 Quitman Ave Newark, NJ	\$ 5,100,000.00	Aug 2010	Wally Drew	973-886-7809	No	No	No
Claremont Construction Group P.O.Box 808 Fair Hills, NJ 07931	Newark Genesis Housing 32-68 Mt. Pleasant Ave Newark, NJ	\$ 2,200,000.00	Nov 2010	Wally Drew	973-886-7809	No	No	No
Montclair State University 1 Normal Ave Montclair, NJ P: 973-655-4000	Clove Road Apartment Renovations 1 Normal Ave Montclair, NJ	Bldg A: \$244,475.00 Bldg B: \$201,660.00 Bldg C: \$219,800.00	Jun 2010	Matt Schott	973-655-7112	No	No	No
Borough of Florham Park 11 Ridgedale Ave Florham Park, NJ P: 973-410-5300	Florham Park Senior Center New Construction 111 Ridgedale Ave Florham Park, NJ	\$1,400,000.00	Dec 2010	Michael Sgararella	973-410-5473	No	No	No
West Essex Regional School District 65 W. Greenbrook Rd North Caldwell, NJ P: 973-228-1200	Renovations & Alterations 65 W. Greenbrook Rd North Caldwell, NJ	\$812,500.00	Jan 2011	SSP Architects Glenn Arbesfeld	908-725-7800	No	No	No
The Borough of East Rutherford 1 Everett Pl East Rutherford, NJ P: 201-933-3447	Renovations & Alterations 143 Bolling Springs Ave East Rutherford, NJ	\$249,000.00	May 2011	Beckmeyer Engineering	201-635-9404	No	No	No
Township of Wayne 475 Valley Rd Wayne, NJ P: 973-694-1800	Exterior Improvements 461 Valley Rd Wayne, NJ	\$279,000.00	Jul 2011	Brian Altman	201-368-7752	No	No	No
Montclair State University 1 Normal Ave Montclair, NJ P: 973-655-4000	Various Projects - Renovations 1 Normal Ave Montclair, NJ	\$80,000.00	2012	Adam Witkowski	201-306-5485	No	No	No
Peapack-Gladstone Bank 500 Hills Drive Bedminster, NJ 07921	Proposed Headquarter Renovations Peapack-Gladstone Bank 500 Hills Drive, Bedminster, NJ	\$121,194.00	Nov 2013	Rene Merghart	908-719-4328	No	No	No
Jinco Inc. Construction Management 287 Julianne Terrace Secaucus, NJ	Proposed 15 Unit Multifamily Dwelling 421-426 61st Street West New York, NJ	\$465,000.00	April 2014	Rene Jinorio	201-852-3918	No	No	No
Jinco Inc. Construction Management 287 Julianne Terrace Secaucus, NJ	New Multi-Family Dwelling 471 Monmouth Street Jersey City, NJ	\$157,960.00	April 2014	Rene Jinorio	201-852-3918	No	No	No
Carrickmore P&D, LLC 200 Corporate Drive, Suite 6 Blauvelt, NY 10913	Ross - Dress for Less 440 US 130 East Windsor, NJ	\$74,205.00	April 2014	Bruce Jensen	646-315-2688	No	No	No
Jinco Inc. Construction Management 287 Julianne Terrace Secaucus, NJ	Apartments / Parking / Commercial Space 3611-23 Park Ave Union City, NJ	\$476,245.00	Dec 2014	Rene Jinorio	201-852-3918	No	No	No
Kearny Board of Education 100 Davis Ave Kearny, NJ 07032 Ph: 201-955-5000	Alteration & Addition to 174 Midland Ave Kearny NJ	\$1,623,855.13	June 2015	Mark Bruscano	201-955-5116	No	No	No
Jinco Inc. Construction Management 287 Julianne Terrace Secaucus, NJ	Multi-Family Apartment Building 508-512 45th Street Union City, NJ	\$470,000.00	Aug 2015	Rene Jinorio	201-852-3918	No	No	No
Ramapo Board of Education 131 Yawpo Ave Oakland, NJ P: 201-416-8100	Retaining Wall & Sidewalk Improvements 331 George Street Franklin Lakes, NJ 07417	\$373,000.00	Aug 2015	Lan Associates Richard Westbrock	201-447-6400	No	No	No
Carrickmore P&D, LLC 200 Corporate Drive, Suite 6 Blauvelt, NY 10913 Ph: 845-353-6903	Alpine Country Club 80 Anderson Ave Demarest, NJ 07627	\$1,545,196.00	June 2016	Michael Kuhling	845-353-6903	No	No	No
The Haskell Company 111 Riverside Avenue Jacksonville, FL 32202	USCG Station - Staten Island 10 Search Lane Staten Island, NY 10305	\$650,000.00	March 2016	John Bagby	904-357-4275	No	No	No
Bayonne Board of Education 669 Avenue A Bayonne, NJ 07002 Ph: 201-858-5800	Cafeteria Renovations at Bayonne HS 669 Avenue A Bayonne, NJ 07002	\$1,159,000.00	April 2016	DMR Architects Gregg Stopa	201-288-2601	No	No	No
Westwood Regional Board of Education 701 Ridgewood Road Township of Washington, NJ 07676 Ph: 201-664-0880	Facade Replacement Project at Westwood Regional HS 701 Ridgewood Road Township of Washington, NJ 07676	\$3,415,000.00	May 2017	FKA Architects Michael Bierl	201-644-0505	No	No	No
Hillside Board of Education 195 Virginia Street Hillside, NJ 07205 Ph: 908-352-7654	Gymnasium Renovations at Hillside High School 1085 Liberty Avenue Hillside, NJ 07205	\$424,000.00	June 2017	El Associates Ralph Nashed	973-775-7777	No	No	No
ACME Cosmetic Components 80 Seaview Drive Secaucus, NJ 07094	ACME Cosmetic Components 80 Seaview Drive Secaucus, NJ 07094	\$582,950.00	June 2017	UDW Arch. Antonio Allelio	732-796-5941	No	No	No
Northern Valley Board of Education 162 Knickerbocker Road Demarest, NJ 07627 Ph: 201-768-2200	STEM and Science Classrooms Renovation for Demarest HS and Old Tappan HS Demarest, NJ 07627 Old Tappan, NJ 07675	\$1,783,085.00	July 2017	RSC Architects Jeff Schlecht	201-941-3040	No	No	No
Northern Valley Board of Education 162 Knickerbocker Road Demarest, NJ 07627 Ph: 201-768-2200	Weight Room Stair Lift at Demarest High School 162 Knickerbocker Road Demarest, NJ 07627	\$54,000.00	October 2017	RSC Architects Jeff Schlecht	201-941-3040	No	No	No



81 Lester St, Suite 2  
 Wallington NJ, 07057  
 Tel: (973) 263-5884  
 Fax: (973) 263-1965  
[bids@markconstr.com](mailto:bids@markconstr.com)

**Current Projects Under Construction**

**EXHIBIT B**

Mark Construction, Inc.

<i>Owner/ GC/ Construction Management:</i>	<i>Job name:</i>	<i>Total Contract Amount</i>	<i>Contact Person/ Architect</i>	<i>Contact #</i>
New Providence Board of Education 356 Elkwood Avenue New Providence, NJ 07974 Ph: 908-464-9050	Additions and Renovations at New Providence MS / HS 35 Pioneer Drive New Providence, NJ 07974	\$3,176,000.00	Kevin Settembrino Settembrino Ar.	732-741-4900
Millburn Board of Education 434 Millburn Avenue Millburn, NJ 07041 Ph: 973-376-3600	Interior Renovations and Building System Improvements at Washington School Fifth Grade Academy 70 Spring Street Millburn, NJ 07041	\$1,624,000.00	Rachel Tiedemann Parette Somjen	973-586-2400
Department of Transportation P.O. Box 600 Trenton, NJ 08625	NJDOT Greenwood Lake Airport – Reinforcement of Existing Roof Trusses & Installation of New Metal Siding Panels 126 Airport Road West Milford Township, NJ 07480	\$51,700.00	Ronald Sebring Ronald A. Sebring Associ.	732-701-9444
Millburn Board of Education 434 Millburn Avenue Millburn, NJ 07041 Ph: 973-376-3600	Air Conditioning Upgrades (Phase II) at Glenwood and Wyoming Elementary Schools Millburn, NJ 07041	\$632,000.00	Rachel Tiedemann Parette Somjen	973-586-2400
City of Jersey City 394 Central Ave Jersey City, NJ 07307 Ph: 201-547-5155	Engine Company #15 - Renovations 200 Sip Avenue Jersey City, NJ 07	\$1,732,580.00	Joseph D. Javier City of Jersey City Division of Architecture	201-547-5900
Sussex-Wantage Regional Board of Education 27 Bank Street Sussex, NJ 07461 Ph: 973-875-3175	Gym Renovation Project at Sussex Middle School 10 Loomis Avenue Sussex, NJ 07464	\$154,000.00	Jose Maria (Lito) Rivera Parette Somjen	973-586-2400
TEAM Charter Schools 60 Park Place, Suite 802 Newark, NJ 07102 Ph: 973-622-0905	TEAM Charter Schools – NCA 3rd & 4th Floor Build Out 129 Littleton Avenue Newark, NJ 07102	\$1,871,000.00	Jason Chmura KSS Architects, LLP	609-921-1131 x. 1020
New Jersey Schools Development Authority 32 E. Front Street Trenton, NJ 08625 Ph: 609-858-2984	Lafayette Street School - Partial Roof Replacement and Exterior Door Replacement 205 Lafayette Street Newark, NJ 07105	\$447,929.33	Roman Horoszewski NJSDA	609-858-5194
Summit Board of Education 14 Beekman Terrace Summit, NJ 07901 Ph: 908-273-3025	Culinary Arts Renovations at Summit High School 125 Kent Place Blvd. Summit, NJ 07901	\$953,400.00	James Hunter El Associates	973-775-7777 x. 194

PROJECT TITLE: MAUREEN COLLIER SENIOR CENTER - SLAB REPAIR

3. NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

SS:

COUNTY OF HUDSON ) BERGEN

I, KAZIMIERZ MRODZEK of the City of HALLINGTON, in the County of BERGEN  
and  
the State of NEW JERSEY, of full age, being duly sworn according to law, upon my oath depose and say  
that:

I am PRESIDENT of the firm of MARK CONSTRUCTION, 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 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 or retained to solicit or secure such  
contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except  
bona fide employees or bona fide established commercial or selling agencies maintained by:

MARK CONSTRUCTION, INC.

(Name of Contractor)

Kazimierz Mrodek  
KAZIMIERZ MRODZEK

(Also type or print name of affiant  
under signature)

ATTEST:

[Signature]  
Secretary

(Affix Corporate Seal)

Sworn and subscribed to before me  
this 6th day of JULY, 2018

Agata Podlesny  
NOTARY PUBLIC  
AGATA PODLESNY  
My commission expires on 02/03/19  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires Feb. 3, 2019

4. STATEMENT OF OWNERSHIP DISCLOSURE  
N.J.S.A. 52:25-24.2 (P.L. 1977, c33, as amended by P.L. 2016, c43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: MARK CONSTRUCTION, INC.

Organization Address: 81 LESTER STREET STE 2 WALLINGTON, NJ 07057

**Part I** Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)  
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)  
☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)  
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

**Part II**

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
KAZIMIERZ MROCZEK	81 LESTER STREET, WALLINGTON, NJ

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publically traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/A	

Part IV CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Jersey City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Jersey City to notify the City of Jersey City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation of this certification, and if I do so, I am subject to criminal prosecution under law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Jersey City to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	KAZIMIERZ HROCZEK	Title:	PRESIDENT
Signature:	<i>Kazimierz Hroczek</i>	Date:	07.06.2018

SIGNATURE: *Kazimierz Hroczek*  
KAZIMIERZ HROCZEK  
TITLE: PRESIDENT

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY 6TH OF JULY OF 2018

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

*Agata Podlesny*  
**AGATA PODLESNY**  
ID # 2442632  
NOTARY PUBLIC OF NJ  
MY COMMISSION EXPIRES FEB. 3, 2019  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires Feb. 3, 2019

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

## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

OFS NUMBER: \_\_\_\_\_ Proposer: MARK CONSTRUCTION, INC.

Pursuant to Public Law 2012, c.25 any person or entity that submits a bid or proposal or otherwise proposed to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Authority finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

☒ I certify, pursuant to Public Law 2012 c. 25, that neither the bidder listed above nor any of the bidder's Parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will ship Part 2 and sign and complete the Certificate below.

OR

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

### PART 2

You must provide a detailed, accurate and precise description of the activities of the bidder person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlines able by completed the box below.

Name: _____	Relationship to Proposer: _____
Description of Activities: _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Authority is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Authority to notify the Authority in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certifications, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of any agreement(s) with the Authority and the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): SAZIMIERZ HRODZEK Signature: Krzysztof Hrodek

Title: PRESIDENT Date: 07.06.18

# WORK ON HAND

JUNE 29, 2018

Mark Construction, Inc.  
81 Lester St. Suite 2  
Wallington NJ 07057



<b>Owner</b>	<b>Project</b>	<b>Contract Amount</b>	<b>Total billed</b>	<b>Completion %</b>
New Providence BOE	Additions and Renovations at New Providence MS and HS	\$ 3,176,000.00	\$ 3,017,700.00	95.02%
Millburn Board of Education	Interior Renovations and Building System Improvements at Washington School	\$ 1,624,000.00	\$ 1,566,900.00	96.48%
Department of Transportation	Reinforcement of Existing Roof Trusses & Installation of New Metal Siding Panels	\$ 51,700.00	\$ -	0.00%
Millburn Board of Education	Air Conditioning Upgrades (Phase II) at Glenwood and Wyoming Elementary Schools	\$ 632,000.00	\$ 467,470.00	73.97%
City of Jersey City	Engine Company #15 - Renovations	\$ 1,732,580.00	\$ 148,525.00	8.57%
The Sussex-Wantage Regional Board of Education	Gym Renovation Project at Sussex Middle School	\$ 154,000.00	\$ -	0.00%
TEAM Charter Schools	NCA 3rd & 4th Floor Build Out – TS-18-16	\$ 1,871,000.00	\$ 506,691.30	27.08%
New Jersey Schools Development Authority	Lafayette Street School - Partial Roof Replacement and Exterior Door Replacement	\$ 447,929.33	\$ -	0.00%
Summit Board of Education	Culinary Arts Renovations at Summit HS	\$ 953,400.00	\$ -	0.00%





81 Lester St, Suite 2  
Wallington, NJ 07057  
TEL: 973.263.5884  
FAX: 973.263.1965  
[bids@markconstr.com](mailto:bids@markconstr.com)  
[www.markconstr.com](http://www.markconstr.com)

## Exhibit E

### Major Construction Equipment:

- Bobcat S300 skid steer
- Bobcat 435 mini excavator
- Cat 314 CR excavator
- Scaffolding
- 2 Lull Forklifts 1044C-540

## BID PROPOSAL

CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE

Date 07.06.2018

Project No. \_\_\_\_\_

**DO NOT REMOVE THESE PROPOSAL PAGES. SUBMIT THE ENTIRE BOUND DOCUMENT IN A SEALED ENVELOPE MARKED ON BOTH SIDES WITH THE PROJECT TITLE. ALSO SUBMIT SEPARATE COPY OF COMPLETED BID PROPOSAL WITH BID PACKAGE.**

Proposal of MARK CONSTRUCTION, INC (hereinafter called "Bidder" organized and existing under the laws of the State of NJ doing business as CORPORATION \*)

Gentlemen:

The Bidder, in compliance with your invitation for bids for the:

MAUREEN COLLIER SENIOR CENTER - SLAB REPAIR

335 BERGEN AVENUE, JERSEY CITY, N.J. 07304

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents; within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the City and to fully complete the project within 30 consecutive calendar days thereafter as stipulated in the specifications. Furthermore, it is understood and agreed in accordance with Article GC-36 "Time for Completion, Liquidated Damages and Extension of Time," that liquidated damages in the amount set forth in Article GC-36 will be charged to the Bidder for each consecutive calendar day of delay until the work is completed and accepted.

Bidder acknowledges receipt of the following addendum:

Addendum No. N/A Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

\*Insert "a corporation, "a partnership", or "an individual" as applicable.

BID PROPOSAL  
Continued

**PROCEDURE FOR ALTERNATE BIDS**

Each bidder shall submit on the Proposal Form, Alternate Bids stating the difference in price, additions to or deductions from the Base Bid for the substitution, omission, or addition of the following materials, items or construction from that shown and specified.

Each bidder shall carefully check the Drawings and Specifications to determine the extent of each Alternate Bid required.

Alternate Bids shall include all overhead and profit applicable thereto.

Alternate Bids shall reflect the increase or decrease in cost of all work of every name and nature which may be affected thereby and not subsequent claims for extras by reason of the Contractor's failure to observe this requirement will be considered.

Except as otherwise described or approved, materials and workmanship of the Alternate Bids shall conform to the requirements specified under the various Sections of the Specifications for similar items of work.

Where methods of construction, materials, finishes or details of installation required by the various Alternate Bids differ from the requirements shown on drawings or specified for corresponding items, the Alternate construction, material, etc., will be subject to approval by the Architect.

The Contractor shall submit shop drawings and samples for the work under each accepted Alternate Bid for approval in conformance with general conditions.

BID PROPOSAL  
Continued

SCHEDULE OF PRICES  
(FOR ALTERNATES)

ALTERNATES:

Indicate below the amount that will be added to or deducted from the lump sum base bid for each of the following alternates, if any are accepted by the City:

ALTERNATE #A:

(Add ☒ or Deduct ☐) please indicate with a check mark.

ALTERNATE #A: REPLACE HOLLOW METAL EGRESS DOORS

Replace hollow metal doors, including door hardware, closers and frames, as indicated on Drawing A-1 Construction Plan.

\$ 6,900.00  
(Alternate #A - In Figures)

SIX THOUSAND NINE HUNDRED  
(Alternate #A - In Writing)

Additional calendar days added to the contract time period: 0 Days

TOTAL PRICE FOR GRAND TOTAL BID PRICE PLUS ALTERNATE A.

\$ 148,050.00  
(Price in Figures)

\$ ONE HUNDRED FORTY-EIGHT THOUSAND FIFTY DOLLARS AND ZERO CENTS  
(Price in Words, Dollars and Cents)

\*NOTE: If the Grand Total Bid Price is within the amount of funds available to finance the Contract and the City wishes to accept Bids on the Alternate(s), then the Contract award will be made to that responsible Bidder submitting the lowest combined Bid, consisting of the Grand Total Bid Price plus Alternate Bid (s) (applied in the alphabetical order in which they are listed in the Schedule of Prices). Under this procedure, if the City wishes to award on only the Grand Total Bid Price, then the Contract will be awarded to that responsible Bidder submitting the lowest Grand Total Bid Price.

BID PROPOSAL  
Continued

It is understood and agreed that the total price stated by the undersigned in the "Schedule of Prices" is based on estimated quantities and will only control in the awarding of the contract. It is further understood that the quantities stated in the "Schedule of Prices" for the items are estimated only and may be increased or decreased as provided in the specifications.

Attached herewith is a (cashier's check)  
(certified check) (Check one)  
(bid bond)

in the amount of \$ N/A representing 10% of the total amount bid, but not exceeding \$20,000.00 as stated in Article 8, Page 4.

The undersigned agrees that this check or bond is to be forfeited as liquidated damages and not as a penalty, if the contract is awarded to the undersigned and he shall fail to execute the contract for the project or forward the bond required within the stipulated time. Otherwise, the check or bond will be returned to the undersigned.

Choice of Retainage:

If the Total Price bid for the Contract Work exceed \$100,000, the undersigned elects the following option for retainage in accordance with the General Conditions: (check one only)

2% Cash from each payment ☒

2% of Contract amount deposited as approved negotiable securities

The undersigned is ~~(an individual)~~  
(a corporation) under the laws  
~~(a partnership)~~

of the State of NEW JERSEY having offices  
at 81 LESTER STREET, SUITE 2, WALLINGTON, NJ 07057

Signed Kazimierz Hroczyk

Name KAZIMIERZ HROCZEK

Title PRESIDENT

Company MARK CONSTRUCTION, INC.

Address 81 LESTER STREET, SUITE 2

Phone (973) 263-5884

Fax (973) 263-1965

WALLINGTON, NJ 07057

(Seal if Bid is by a Corporation)

1. CERTIFICATE OF EXPERIENCE

KAZIMIERZ MROCKEK hereby certifies that MARC CONSTRUCTION, INC. has performed the following work within the past three (3) years:

Name of Owner	Amount of Contract	Type of Work	Owner's Representative in charge of Work (Inc. Address and Phone)	Approximate Dates
REFER TO ATTACHED EXHIBITS				

Robert Radlony  
Witness

MARC CONSTRUCTION, INC.  
Name of Bidder

Kazimierz Mrocek  
By KAZIMIERZ MROCEK

PRESIDENT  
Title

07.06.2018

IMPORTANT: THIS FORM MUST BE FILLED IN BY BIDDER.

2. PLANT AND EQUIPMENT QUESTIONNAIRE

Submitted to City of Jersey City

By MARK CONSTRUCTION, INC. ☐ A Corporation  
~~☐ A Co-partnership~~  
~~☐ An Individual~~

Principal Office 81 LESTER ST, STE 2, HALLINGTON, NJ 07057

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

a. In what manner have you inspected the proposed work? Explain in detail.

PLANS

b. Explain your plan or layout for performing the proposed work.

TBD

c. The work, if awarded to you, will have the personal supervision of whom?

UROS SPASIC

d. Do you intend to do the grading on the proposed work with your own forces? NO If so, give type of equipment to be used.

- e. Do you intend to sublet any portions of the work? PLUMBING  
 If so, it is mandatory pursuant to N.J.S.A. 40A:11-16 that you list the names of those subcontractors under each discipline below, failure to do so will automatically result in rejection of the bid.

<u>Trade</u>	<u>Name of Subcontractor</u>	<u>Address</u>
Plumbing and Gas Fitting and all kindred work	<u>PETER HYNEL PLUMBING</u> <u>&amp; HEATING, INC.</u>	<u>51 HOODLAND ROAD</u> <u>RINGWOOD, NJ 07456</u>
Steam and Hot Water Apparatus, and all kindred work	<u>N/A</u>	
Electrical Work	<u>N/A</u>	
Structural Steel & Ornamental Iron	<u>N/A</u>	

Each subcontractor listed above shall fill out and submit a Certificate of Experience (as shown in this Bid Proposal) and items a, b, c, f, g, h, i and the remaining affidavit, duly executed, on the last page of the "Plant and Equipment Questionnaire". The General Contractor shall supply each subcontractor with duplicate pages of this proposal to be filled out by the subcontractor and then submitted with the bid proposal.

Whenever a bid sets forth more than one subcontractor for any of the specialty trade categories listed above, the bidder shall submit to the contracting unit a certificate signed by the bidder listing each subcontractor named in the bid for that category. The certificate shall set forth the scope of work for which the subcontractor has submitted a price quote and which the bidder has agreed to award to each subcontractor should the bidder be awarded the contract. The certificate shall be submitted to the contracting unit simultaneously with the list of the subcontractors. The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor. If a bidder does not submit a certificate or certificates to the contracting unit, the contracting unit shall award the contract to the next lowest responsible bidder.



F. Give full information about all of your contracts, whether private or government contracts, whether prime of sub-contracts; whether in progress or awarded but not yet begun; or where you are low bidder pending formal award of contract.

OWNER	LOCATION	DESCRIPTION	ADJUSTED CONTRACT AMOUNT	AMOUNT COMPLETED AND BILLED	BALANCE TO BE COMPLETED	ESTIMATED DATE OF COMPLETION
REFER TO	ATTACHED					
TOTALS						

- g. What equipment do you own that is available for and intended to be used on the proposed project?

QTY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	COND.	YRS. OF SERVICE	PRESENT LOCATION
		REFER TO ATTACHED			

- h. What equipment do you intend to purchase or lease for use on the proposed project?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC	APPROXIMATE COST	
			PURCHASE	LEASE
TBD				

1. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give name of dealers or manufacturers.

YES

The undersigned hereby declare(s) \_\_\_\_\_ that the items of equipment in Table 1 are owned by MARK CONSTRUCTION and are available for and intended to be used on the Project, if MARK CONSTRUCTION awarded the Contract, and that he/they propose(s) to purchase or lease for the Project the additional items of equipment stated in Table 2.

Dated at 11:00 AM this 6TH

day of JULY, 20 18

MARK CONSTRUCTION, INC.  
Name of Organization

By Kazimierz Mroczek  
KAZIMIERZ MROCEK  
PRESIDENT  
Title of Person Signing

STATE OF NEW JERSEY  
ss:  
COUNTY OF BERGEN

KAZIMIERZ MROCEK, Being duly sworn, deposes and says that he is  
PRESIDENT of the above MARK CONSTRUCTION, INC.  
Name of Organization

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this 6TH

day of JULY, 20 18

Agata Podlesny  
Notary Public  
**AGATA PODLESNY**  
ID # 2442632  
NOTARY PUBLIC

My commission expires 2019  
STATE OF NEW JERSEY  
My Commission Expires Feb. 3, 2019



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: PETER HYWEL PLUMBING & HEATING, INC.  
Trade Name:  
Address: 51 WOODLAND RD.  
RINGWOOD, NJ 07456  
Certificate Number: 0115701  
Effective Date: October 07, 1997  
Date of Issuance: June 12, 2012

For Office Use Only:  
20120612090302837

STATE OF NEW JERSEY  
CERTIFICATE OF AUTHORITY

DIVISION OF TAXATION  
TREASURY, NEW JERSEY

This person, partnership or corporation named below is hereby authorized to collect:

NEW JERSEY SALES & USE TAX  
N.J.S.A. 54:52B-1 ET SEQ.

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

PETER INDIAN PLUMBING & HEAT  
606 CECIL AVE  
WASHINGTON HNSP NJ 07675

*Robert G. Thompson*  
Acting Director, Division of Taxation

Tax Preparation No.	223-0612-5100
Tax Expiration Date	10-01-97
Document Location No.	3000070600
Date Issued	06-19-96

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

CA-1 (1-96)

(See Reverse S)

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER WITH A MULTI-COLORED  
BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

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

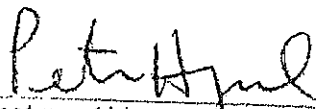
THIS IS TO CERTIFY THAT THE  
Board of Exam. of Master Plumbers

HAS LICENSED

Peter M. Hywel  
T/A PETER HYWEL PLBG & HTG INC  
51 Woodland Road  
Ringwood NJ 07456

FOR PRACTICE IN NEW JERSEY AS A(N): Master Plumber

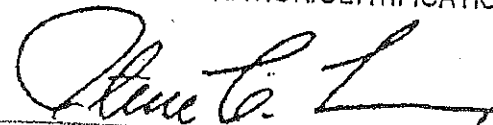
05/08/2017 TO 06/30/2019  
VALID



Signature of Licensee/Registrant/Certificate Holder

36BI00966700

LICENSE/REGISTRATION/CERTIFICATION #



DIRECTOR

BID PROPOSAL  
Continued

**TOTAL BID PRICE:**

The Bidder agrees to perform and provide all labor, materials, equipment and services required to complete all work as described in the Specifications and shown on the drawings for the Lump Sum Price of:

ONE HUNDRED THREE THOUSAND DOLLARS  
(In Writing)  
103,000.00  
(In Figures)

**UNIT PRICES:**

The Specifications and Drawings represent the Base Bid, and contain specific quantities of work based on good faith estimates. If during project construction, the quantities contained in the specifications and drawings are exceeded, payment for excess quantities shall be based on the prices set forth below:

**If additional quantities are needed which results in a change order, Contractor will honor Unit Price as herein stated.**

**Item No. 1: REMOVAL OF UNSUITABLE SOIL.** Remove and replace unsuitable soil at the direction of the Structural Engineer.

150 C.Y. @ \$ 97.00 Per C.Y. for a Total Cost of \$ 14,550.00  
(Unit Price in Figures) (Total Cost Item 1 in Figures)

150 C.Y. @ NINETY - SEVEN DOLLARS Per CY.  
(Write Unit Price)

For a Total Cost of: FOURTEEN THOUSAND FIVE HUNDRED FIFTY DOLLARS  
(Write Total Cost - Item No. 1)

**Item No. 2: SANITARY PIPE REPLACEMENT.** Remove and replace 4" diameter sanitary line as needed.

50 L.F. @ \$ 360.00 Per L.F. for a Total Cost of \$ 18,000.00  
(Unit Price in Figures) (Total Cost Item 2 in Figures)

50 L.F. @ THREE HUNDRED SIXTY DOLLARS Per L.F.  
(Write Unit Price)

For a Total Cost of: EIGHTEEN THOUSAND DOLLARS  
(Write Total Cost - Item No. 2)

BID PROPOSAL  
Continued

**Item No. 3: WATER PIPE REPLACEMENT.** Remove and replace existing 2" diameter water line as needed.

20 L.F. @ \$ 280.00 Per L.F. for a Total Cost of \$ 5,600.00  
(Unit Price in Figures) (Total Cost Item 3 in Figures)

20 L.F. @ TWO HUNDRED EIGHTY DOLLARS Per L.F.  
(Write Unit Price)

For a Total Cost of: FIVE THOUSAND SIX HUNDRED DOLLARS  
(Write Total Cost - Item No. 3)

The Unit Price bid shall cover all costs of whatever nature, incidental to that item. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, material, equipment, transportation and all else necessary to execute the Contract, and all incidental expenses in connection therewith, including all costs on account of loss by damage or destruction encountered for settlement of damages, and including all cost for replacement of defective materials.

The Estimate of material quantities specified is approximate only and is given solely to be used as a uniform basis for comparison of basis. The minimum quantity for any item shall be zero (0). The maximum quantity shall be as stated in the Bid Proposal for each item.

Should the final quantity be less than the maximum quantity stated in the Bid Proposal for any item, the Supplier shall have no claim for loss incurred by him/her for commitments made by him/her in anticipation of the work contemplated, or for loss of anticipated profits, or for work done prior to his/her having been authorized to proceed therewith.

**GRAND TOTAL BID PRICE:** Total Base Bid Price Plus Total Cost for Item # 1, 2 and 3.

ONE HUNDRED FORTY-ONE THOUSAND ONE HUNDRED FIFTY DOLLARS  
(In Writing)

141,150.00  
(In Figures)

The Contract will be awarded based on the Grand Total Bid Price. However, it is understood that the Total Cost for quantities are based upon a good faith estimate of the quantity of materials needed; therefore, the actual contract price, which cannot be determined until the completion of the project may be a sum either greater than or less than the Grand Total Bid Price above in accordance with the above Unit Price(s).



## BID PROPOSAL CHECK LIST

The following documents are to be completed and submitted with the bid proposal. Compliance shall be indicated by placing initials on the line preceding each item attached:

- Q17 \*List of Prices
- Q17 \*Grand Total Bid Price
- Q17 Alternate(s), if applicable, with supporting documentation, if applicable.
- N/A Substitutions, if applicable, are attached in conformance with the Information to Bidders, Article 21, Substitutions
- Q17 \*Certificate of Experience of General Contractor
- N/A Certificate of Experience for subcontractors required to be named pursuant to N.J.S.A. 40A:11-16
- Q17 \*Plant and Equipment Questionnaire completed by General Contractor
- N/A Plant and Equipment Questionnaire completed by subcontractors required to be named pursuant to N.J.S.A. 40A:11-16
- Q17 Non-Collusion Affidavit
- Q17 \*Statement of Ownership Disclosure
- Q17 Disclosure of Investment Activities in Iran Form
- IBD Form MWB-3 - Minority/Women Business Compliance Plan (3 Forms)
- IBD Exhibit B: Mandatory Equal Employment Opportunity Language (N.J.S.A. 10:5-31 et seq.) (N.J.A.C. 17:27) Construction Contracts must be signed.
- IBD State of New Jersey, Division of Contract Compliance Equal Employment Opportunity in Public Contracts' Initial Project Workforce Report Construction (Form AA-201). **Must be submitted after notification of award but prior to signing a construction contract.** Form AA-201 maybe obtained and must be submitted to Jersey City's Public Agency Compliance Officer (P.A.C.O.) at Office of Tax Abatement & Compliance, 13 Linden Avenue East, Jersey City, NJ 07305, Telephone 201-547-4538 E-mail Address: abuanj@icnj.org
- N/A \*Bid Bond
- N/A \*Consent of Surety
- Q17 Public Works Contractor Registration Certificates for General Contractor and all Subcontractors listed on page **P-10**.
- Q17 New Jersey Business Registration Certificates of General Contractor and all Subcontractors listed on page **P-10**.
- Q17 \*Written acknowledgment of addendum (if issued), on Page P-1 of the Bid Form, pursuant to N.J.S.A. 40A:11-23.2(e).

Failure to include the bid documents listed immediately above that are marked with an asterisk (\*) shall result in automatic rejection of the bid at the time of the bid reception.

**BID PROPOSAL**

**ZENITH CONSTRUCTION SERVICES, INC.**  
365 THOMAS BLVD.  
ORANGE, NJ 07050

CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE

Date July 6, 2018  
Project No. \_\_\_\_\_

**DO NOT REMOVE THESE PROPOSAL PAGES. SUBMIT THE ENTIRE BOUND DOCUMENT IN A SEALED ENVELOPE MARKED ON BOTH SIDES WITH THE PROJECT TITLE. ALSO SUBMIT SEPARATE COPY OF COMPLETED BID PROPOSAL WITH BID PACKAGE.**

Proposal of Zenith Construction Services LLC (hereinafter called "Bidder" organized and existing under the laws of the State of New Jersey doing business as Corporation

Gentlemen:

The Bidder, in compliance with your invitation for bids for the:

MAUREEN COLLIER SENIOR CENTER - SLAB REPAIR

335 BERGEN AVENUE, JERSEY CITY, N.J. 07304

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents; within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the City and to fully complete the project within 30 consecutive calendar days thereafter as stipulated in the specifications. Furthermore, it is understood and agreed in accordance with Article GC-36 "Time for Completion, Liquidated Damages and Extension of Time," that liquidated damages in the amount set forth in Article GC-36 will be charged to the Bidder for each consecutive calendar day of delay until the work is completed and accepted.

Bidder acknowledges receipt of the following addendum: Cover letter 06/29/18

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

\*Insert "a corporation", "a partnership", or "an individual" as applicable.

BID PROPOSAL  
Continued

TOTAL BID PRICE:

The Bidder agrees to perform and provide all labor, materials, equipment and services required to complete all work as described in the Specifications and shown on the drawings for the Lump Sum Price of:

Two Hundred Eight Thousand and 00/100 Dollars.  
(In Writing)  
\$ 208,000."  
(In Figures)

UNIT PRICES:

The Specifications and Drawings represent the Base Bid, and contain specific quantities of work based on good faith estimates. If during project construction, the quantities contained in the specifications and drawings are exceeded, payment for excess quantities shall be based on the prices set forth below:

**If additional quantities are needed which results in a change order, Contractor will honor Unit Price as herein stated.**

**Item No. 1: REMOVAL OF UNSUITABLE SOIL.** Remove and replace unsuitable soil at the direction of the Structural Engineer.

150 C.Y. @ \$ 120.<sup>00</sup> Per C.Y. for a Total Cost of \$ 18,000."  
(Unit Price in Figures) (Total Cost Item 1 in Figures)

150 C.Y. @ One Hundred Twenty and 00/100 Per CY.  
(Write Unit Price)

For a Total Cost of: Eighteen Thousand and 00/100 Dollars.  
(Write Total Cost - Item No. 1)

**Item No. 2: SANITARY PIPE REPLACEMENT.** Remove and replace 4" diameter sanitary line as needed.

50 L.F. @ \$ 120." Per L.F. for a Total Cost of \$ 6,000."  
(Unit Price in Figures) (Total Cost Item 2 in Figures)

50 L.F. @ One Hundred Twenty and 00/100 Per L.F.  
(Write Unit Price)

For a Total Cost of: Six Thousand and 00/100 Dollars.  
(Write Total Cost - Item No. 2)

BID PROPOSAL  
Continued

**Item No. 3: WATER PIPE REPLACEMENT.** Remove and replace existing 2" diameter water line as needed.

20 L.F. @ \$ 250.<sup>00</sup> Per L.F. for a Total Cost of \$ 5000.<sup>00</sup>  
(Unit Price in Figures) (Total Cost Item 3 in Figures)

20 L.F. @ Two Hundred Fifty and 00/100 Per L.F.  
(Write Unit Price)

For a Total Cost of: Five Thousand and 00/100 Dollars  
(Write Total Cost - Item No. 3)

The Unit Price bid shall cover all costs of whatever nature, incidental to that item. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, material, equipment, transportation and all else necessary to execute the Contract, and all incidental expenses in connection therewith, including all costs on account of loss by damage or destruction encountered for settlement of damages, and including all cost for replacement of defective materials.

The Estimate of material quantities specified is approximate only and is given solely to be used as a uniform basis for comparison of basis. The minimum quantity for any item shall be zero (0). The maximum quantity shall be as stated in the Bid Proposal for each item.

Should the final quantity be less than the maximum quantity stated in the Bid Proposal for any item, the Supplier shall have no claim for loss incurred by him/her for commitments made by him/her in anticipation of the work contemplated, or for loss of anticipated profits, or for work done prior to his/her having been authorized to proceed therewith.

**GRAND TOTAL BID PRICE:** Total Base Bid Price Plus Total Cost for Item # 1, 2 and 3.

Two Hundred Thirty Seven Thousand and 00/100 Dollars  
(In Writing)

\$ 237,000.<sup>00</sup>  
(In Figures)

The Contract will be awarded based on the Grand Total Bid Price. However, it is understood that the Total Cost for quantities are based upon a good faith estimate of the quantity of materials needed; therefore, the actual contract price, which cannot be determined until the completion of the project may be a sum either greater than or less than the Grand Total Bid Price above in accordance with the above Unit Price(s).

BID PROPOSAL  
Continued

**PROCEDURE FOR ALTERNATE BIDS**

Each bidder shall submit on the Proposal Form, Alternate Bids stating the difference in price, additions to or deductions from the Base Bid for the substitution, omission, or addition of the following materials, items or construction from that shown and specified.

Each bidder shall carefully check the Drawings and Specifications to determine the extent of each Alternate Bid required.

Alternate Bids shall include all overhead and profit applicable thereto.

Alternate Bids shall reflect the increase or decrease in cost of all work of every name and nature which may be affected thereby and not subsequent claims for extras by reason of the Contractor's failure to observe this requirement will be considered.

Except as otherwise described or approved, materials and workmanship of the Alternate Bids shall conform to the requirements specified under the various Sections of the Specifications for similar items of work.

Where methods of construction, materials, finishes or details of installation required by the various Alternate Bids differ from the requirements shown on drawings or specified for corresponding items, the Alternate construction, material, etc., will be subject to approval by the Architect.

The Contractor shall submit shop drawings and samples for the work under each accepted Alternate Bid for approval in conformance with general conditions.

BID PROPOSAL  
Continued

SCHEDULE OF PRICES  
(FOR ALTERNATES)

ALTERNATES:

Indicate below the amount that will be added to or deducted from the lump sum base bid for each of the following alternates, if any are accepted by the City:

ALTERNATE #A:

(Add ☒ or Deduct ☐) please indicate with a check mark.

ALTERNATE #A: REPLACE HOLLOW METAL EGRESS DOORS

Replace hollow metal doors, including door hardware, closers and frames, as indicated on Drawing A-1 Construction Plan.

\$ 10,000.<sup>00</sup>  
(Alternate #A - In Figures)

Ten Thousand and 00/100 Dollars.  
(Alternate #A - In Writing)

Additional calendar days added to the contract time period: 0 Days  
15 days.

TOTAL PRICE FOR GRAND TOTAL BID PRICE PLUS ALTERNATE A.

\$ 247,000.<sup>00</sup>  
(Price in Figures)

\$ Two Hundred Forty Seven Thousand and 00/100 Dollars.  
(Price in Words, Dollars and Cents)

\*NOTE: If the Grand Total Bid Price is within the amount of funds available to finance the Contract and the City wishes to accept Bids on the Alternate(s), then the Contract award will be made to that responsible Bidder submitting the lowest combined Bid, consisting of the Grand Total Bid Price plus Alternate Bid (s) (applied in the alphabetical order in which they are listed in the Schedule of Prices). Under this procedure, if the City wishes to award on only the Grand Total Bid Price, then the Contract will be awarded to that responsible Bidder submitting the lowest Grand Total Bid Price.

## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

OFS NUMBER: \_\_\_\_\_ Proposer: Zenith Construction Services; Inc.

Pursuant to Public Law 2012, c.25 any person or entity that submits a bid or proposal or otherwise proposed to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Authority finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

☒ I certify, pursuant to Public Law 2012 c. 25, that neither the bidder listed above nor any of the bidder's Parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will ship Part 2 and sign and complete the Certificate below.

OR

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

### PART 2

**You must provide a detailed, accurate and precise description of the activities of the bidder person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlines able by completed the box below.**

Name: _____	Relationship to Proposer: _____
Description of Activities: _____	
Duration of Engagement: _____ Anticipated Cessation Date: _____	
Proposer Contact Name: _____ Contact Phone Number: _____	

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Authority is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Authority to notify the Authority in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certifications, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of any agreement(s) with the Authority and the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Kartik J. Naik Signature: [Signature]  
Title: President Date: July 6, 2018

PROJECT TITLE: MAUREEN COLLIER SENIOR CENTER - SLAB REPAIR

3. NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

ss:

COUNTY OF HUDSON )

I, Kartik J. Naik of the City of Wayne, in the County of PASSAIC  
and  
the State of New Jersey, of full age, being duly sworn according to law, upon my oath depose and say  
that:

I am President of the firm of Zenith Construction 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 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 or retained to solicit or secure such  
contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except  
bona fide employees or bona fide established commercial or selling agencies maintained by:

Zenith Construction Services, Inc.

(Name of Contractor

(Also type or print name of affiant  
under signature)

**Kartik J. Naik**  
President

ATTEST:

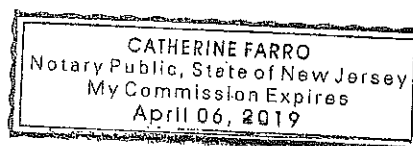
Secretary

(Affix Corporate Seal)

Sworn and subscribed to before me  
this 04th day of July, 2018

Catherine Farro  
NOTARY PUBLIC

My commission expires on: 04-06-2019





4. STATEMENT OF OWNERSHIP DISCLOSURE  
N.J.S.A. 52:25-24.2 (P.L. 1977, c33, as amended by P.L. 2016, c43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Zenith Construction Services, Inc.

Organization Address: 365 Thomas Blvd; Orange, NJ 07050

**Part I** Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)  
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)  
☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)  
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

**Part II**

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Kartik J. Naik	8 Vizcaya Court, Wayne, NJ 07470

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publically traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/A	

Part IV CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Jersey City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Jersey City to notify the City of Jersey City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation of this certification, and if I do so, I am subject to criminal prosecution under law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Jersey City to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Kartik J. Naik	Title:	President
Signature:		Date:	07/06/18

SIGNATURE : \_\_\_\_\_

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

Kartik J. Naik  
President

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

July 6 OF 2018

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF New Jersey  
MY COMMISSION EXPIRES: 2019



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

BID PROPOSAL  
Continued

It is understood and agreed that the total price stated by the undersigned in the "Schedule of Prices" is based on estimated quantities and will only control in the awarding of the contract. It is further understood that the quantities stated in the "Schedule of Prices" for the items are estimated only and may be increased or decreased as provided in the specifications.

Attached herewith is a ~~(cashier's check)~~  
~~(certified check)~~ (Check one) N/A  
(bid bond)

in the amount of \$ \_\_\_\_\_ representing 10% of the total amount bid, but not exceeding \$20,000.00 as stated in Article 8, Page 4.

The undersigned agrees that this check or bond is to be forfeited as liquidated damages and not as a penalty, if the contract is awarded to the undersigned and he shall fail to execute the contract for the project or forward the bond required within the stipulated time. Otherwise, the check or bond will be returned to the undersigned.

Choice of Retainage:

If the Total Price bid for the Contract Work exceed \$100,000, the undersigned elects the following option for retainage in accordance with the General Conditions: (check one only)

2% Cash from each payment

2% of Contract amount deposited as approved negotiable securities

The undersigned is (an individual)  
(a corporation) under the laws  
(a partnership)

of the State of New Jersey having offices  
at 365 Thomas Blvd. Orange, NJ 07050

Signed [Signature]

Name Kartik J. Naik

Title President

Company ZENITH CONSTRUCTION SERVICES, INC.

Address 365 THOMAS BLVD.  
ORANGE, NJ 07050

TEL: (973) 674-2500

Phone ( FAX: (973) 674-2511

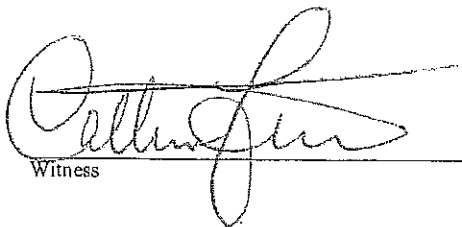
Fax ( ) \_\_\_\_\_

(Seal if Bid is by a Corporation) [Signature]

1. CERTIFICATE OF EXPERIENCE

**Kartik J. Naik**  
President hereby certifies that Zenith Construction Services, Inc. has  
performed the following work within the past three (3) years:


Name of Owner	Amount of Contract	Type of Work	Owner's Representative in charge of Work (Inc. Address and Phone)	Approximate Dates
		Please see the attached		

  
Witness

Zenith Construction Services, Inc.  
Name of Bidder

By

Title

  
**Kartik J. Naik**  
President

**IMPORTANT: THIS FORM MUST BE FILLED IN BY BIDDER.**

2. PLANT AND EQUIPMENT QUESTIONNAIRE

Submitted to City of Jersey City

By Zenith Construction Services, Inc. A Corporation  
A Co-partnership  
An Individual

Principal Office 365 Thomas Blvd; Orange, NJ 07050

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

a. In what manner have you inspected the proposed work? Explain in detail.

By visiting site and review of Plans + Specs.

b. Explain your plan or layout for performing the proposed work.

In strict accordance with Plans.

c. The work, if awarded to you, will have the personal supervision of whom?

Kartik J. Naik

d. Do you intend to do the grading on the proposed work with your own forces? Yes If so, give type of equipment to be used.

Please see the attached

- e. Do you intend to sublet any portions of the work? yes if needed  
 If so, it is mandatory pursuant to N.J.S.A. 40A:11-16 that you list the names of those subcontractors under each discipline below, failure to do so will automatically result in rejection of the bid.  
Please see attached sub  
paper

<u>Trade</u>	<u>Name of Subcontractor</u>	<u>Address</u>
Plumbing and Gas Fitting and all kindred work	<u>Peter Hywell</u> <u>Plumbing+ Heating Inc.</u>	<u>51 Woodland Rd.</u> <u>Ringwood, NJ 07456</u>
Steam and Hot Water Apparatus, and all kindred work	<u>N/A</u>	
Electrical Work	<u>N/A</u>	
Structural Steel & Ornamental Iron	<u>N/A</u>	

Each subcontractor listed above shall fill out and submit a Certificate of Experience (as shown in this Bid Proposal) and items a, b, c, f, g, h, I and the remaining affidavit, duly executed, on the last page of the "Plant and Equipment Questionnaire". The General Contractor shall supply each subcontractor with duplicate pages of this proposal to be filled out by the subcontractor and then submitted with the bid proposal.

Whenever a bid sets forth more than one subcontractor for any of the specialty trade categories listed above, the bidder shall submit to the contracting unit a certificate signed by the bidder listing each subcontractor named in the bid for that category. The certificate shall set forth the scope of work for which the subcontractor has submitted a price quote and which the bidder has agreed to award to each subcontractor should the bidder be awarded the contract. The certificate shall be submitted to the contracting unit simultaneously with the list of the subcontractors. The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor. If a bidder does not submit a certificate or certificates to the contracting unit, the contracting unit shall award the contract to the next lowest responsible bidder.

Certificate Number  
624665

Registration Date: 06/10/2018  
Expiration Date: 06/09/2020



## State of New Jersey

### Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Peter Hywel Plumbing & Heating Inc.

**2018**

Responsible Representative(s):

Peter Hywel, President

A handwritten signature in cursive script, reading "RA Angelo".

Robert Asaro-Angelo, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

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



- g. What equipment do you own that is available for and intended to be used on the proposed project?

QTY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	COND.	YRS. OF SERVICE	PRESENT LOCATION
		Please see the attached			

- h. What equipment do you intend to purchase or lease for use on the proposed project?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC	APPROXIMATE COST	
			PURCHASE	LEASE
		Whatever is needed		
		to complete project.		

I. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give name of dealers or manufacturers.

Yes

The undersigned hereby declare(s) \_\_\_\_\_ that the items of equipment in Table 1 are owned by Zenith Const., and are available for and intended to be used on the Project, if Zenith Const. awarded the Contract, and that he/they propose(s) to purchase or lease for the Project the additional items of equipment stated in Table 2.

Dated at 655 Thomas Blvd; Orange, NJ 07050 this 6<sup>th</sup>

day of July, 2018

Zenith Construction Services, Inc.

Name of Organization

By

[Signature]

Kartik J. Naik

President

Title of Person Signing

STATE OF New Jersey

COUNTY OF Hudson ss:

Kartik J. Naik, Being duly sworn, deposes and says that he is  
President of the above Zenith Construction Services, Inc.  
Name of Organization

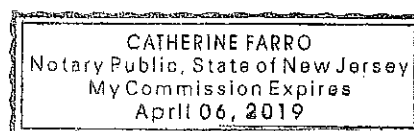
and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this 6<sup>th</sup>

day of July, 2018

[Signature]  
Notary Public

My commission expires 04-06-2019



PETER HYWEL PLUMBING & HEATING INC.  
51 WOODLAND ROAD  
RINGWOOD, NJ 07456



State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION  
33 WEST STATE STREET - P.O. BOX 034  
TRENTON, NEW JERSEY 08626-0034

NOTICE OF CLASSIFICATION



In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$4,000,000	C030 -PLUMBING license #: 36B100966700	03/19/2018	03/18/2020

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at <http://www.state.nj.us/treasury/procurement/Forms/701.pdf>.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE [DPMC WEB SITE](http://www.state.nj.us/treasury/procurement/Forms/701.pdf).



STATE OF NEW JERSEY

# SCHOOLS DEVELOPMENT AUTHORITY

32 EAST FRONT STREET  
P.O. BOX 991  
TRENTON, NJ 08625-0991  
609-943-5955

March 20, 2018

Peter Hywel, President  
Peter Hywel Plumbing & Heating, Inc.  
51 Woodland Road  
Ringwood, NJ 07456

Re: Contractor Prequalification Notice  
Federal Tax ID: 22-3541355

Dear Mr. Hywel:

The New Jersey Schools Development Authority (NJSDA) has completed its review of your firm's Application for Prequalification including the required DPMC classification.

We are pleased to inform you that Peter Hywel Plumbing & Heating, Inc. has been approved with NJSDA Prequalification status in the trade(s) and corresponding aggregate limit(s) as listed below:

Trade(s)	Aggregate Rating
PLUMBING	\$4 MILLION

Your firm is prequalified by the NJSDA until March 18, 2020. Please keep in mind that during this period, the NJSDA must be notified in writing within ten days of any substantial changes that occur within your organization. This would include any changes your firm makes with DPMC as well as changes in ownership, financial condition, key people, safety records, disciplines, etc. Also note that your firm's status as a "prequalified firm" is always subject to review, and we reserve the right to change or revoke this prequalification status for cause at any time.

We look forward to your firm's participation in the Schools Construction Program. Should you have any questions regarding your status, or require assistance of any kind, please contact the Prequalification Unit at 609-943-5955.

Sincerely,

Karon L. Simmonds

Director,

Risk Management and Vendor Services

cc: Prequalification File  
A. Bonar

51 Woodland Rd | Ringwood NJ 07456  
201.358.9848 | hywelplumbing@yahoo.com

## PETER HYWEL PLUMBING & HEATING, INC

### OVERVIEW

Since 1997, Peter Hywel Plumbing & Heating, Inc. has dedicated itself to installing quality commercial and industrial plumbing systems throughout New Jersey and sections of New York and Pennsylvania. We provide our customers with a complete solution for their diverse and complex plumbing needs. We are a non-union, prevailing wage contractor, certified by the State of New Jersey Public Works, Division of Property Management and Construction (DPMC) and NJ Schools Development Authority (NJSDA).

Experienced in all facets of plumbing within the following industries:

- Food/Beverage
- Retail
- Healthcare/Medical/Dialysis
- Science Laboratories
- Schools Public/Private
- Office Buildings
- Hotels
- Spray Parks/Athletic Fields

---

### CAPABILITIES

- Commercial and Industrial Plumbing
- Process Piping
- Medical Gas Installations/Dialysis Piping
- Boiler Installation
- Waste Water Management
- ADA Compliance Modifications
- Tenant Improvement/Fit-Out

---

### PROJECT EXPERIENCE

#### BELL WORKS CONFERENCE COUNCOURSE CENTER, HOLMDEL NJ

Contract Amount: \$205,000.00 | General Contractor: Structure Tone, New York NY  
*New fit-out/conversion - interior plumbing systems for conference center, bridal suite and multi-use facilities.*

#### FRESNIUS KIDNEY CENTER, SECAUCUS NJ

Contract Amount: \$136,800.00 | General Contractor: ECC Industries, Lodi NJ  
*New fit-out - interior/exterior plumbing for medical dialysis facility.*

#### ASPEN RIVER PARK APARTMENTS, NEWARK NJ

Contract Amount: \$410,000.00 | General Contractor: Del-Sano Contracting, Union NJ  
*Plumbing system and fixture upgrades for federally funded apartment complex.*

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Continued

**ALDI SUPERMARKET, HACKENSACK NJ**

Contract Amount: \$74,950.00 | General Contractor: National Contractors, Syracuse NY  
*New plumbing systems, fixtures and drainage for large supermarket chain.*

**AROOGA'S GRILLE & SPORTS BAR, ALLENTOWN PA**

Contract Amount: \$75,000.00 | General Contractor: JC Commercial Const, Barnegat NJ  
*New fit-out - interior plumbing systems, soda and beer conduit for restaurant chain.*

**XSCAPE THEATER, HOWELL NJ**

Contract Amount: \$310,000.00 | General Contractor: Gerard Construction, Wall NJ  
*New Construction - interior/exterior plumbing systems for movie theater.*

**TURTLE BACK ZOO - WEST ORANGE NJ**

Contract Amount: \$357,800.00 | General Contractor: Shauger Property Svcs, E Orange NJ  
*New interior/exterior plumbing systems for Big Cat, Pony Trail & Lion/Hyena exhibits, Mini-Golf course spray features and multiple animal holding facilities.*

**WHITE CASTLE RESTAURANT - MAIN FACILITY, CARTERET NJ**

Contract Amount: \$225,000.00 | General Contractor: Arlington Construction, Columbus OH  
*New construction - interior plumbing systems for restaurant/bakery headquarters.*

**BED BATH BEYOND, MIDDLETOWN NJ**

Contract Amount: \$92,850.00 | General Contractor: Erin Contracting, Conshohocken PA  
*New construction - interior/exterior plumbing systems for retail store.*

**BERGEN COUNTY ACADEMIES HIGH SCHOOL, HACKENSACK NJ**

Contract Amount: \$177,500.00 | General Contractor: Precision Bldg & Const, Bound Brook NJ  
*New interior plumbing systems for environmental center and science labs.*

**JERSEY CITY MUNICIPAL COMPLEX, JERSEY CITY NJ**

Contract Amount: \$66,000.00 | General Contractor: Shauger Property Svcs, E Orange NJ  
*New roof drainage for municipal facility.*

**CORNER AT LIVINGSTON/CONTAINER STORE, LIVINGSTON NJ**

Contract Amount: \$191,050.00 | General Contractor: March Associates, Wayne NJ  
*New construction - interior/exterior plumbing systems for multi-use facility and large retail store chain.*

**PASSAIC COUNTY SHERIFF OFFICE, WAYNE NJ**

Contract Amount: \$24,850.00 | General Contractor: Manor II Electric, Holmdel NJ  
*New gas piping installation and utility coordination for gas generator.*

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**KEY INDIVIDUALS**

**PETER HYWEL | PRESIDENT, MASTER PLUMBER**

**BOBBI MALIA HYWEL | VICE PRESIDENT, CONTRACT MANAGER**

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F. Give full information about all of your contracts, whether private or government contacts, whether prime of sub-contracts; whether in progress or awarded but not yet begun; or where you are low bidder pending formal award of contract.

OWNER	LOCATION	DESCRIPTION	ADJUSTED CONTRACT AMOUNT	AMOUNT COMPLETED AND BILLED	BALANCE TO BE COMPLETED	ESTIMATED DATE OF COMPLETION
		Please see the attached				
TOTALS						

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

City Clerk File No. Res. 18-877

Agenda No. 10.T

Approved: SEP 26 2018

TITLE:



**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO AIR BRAKE & EQUIPMENT FOR THE MAINTENANCE AND REPAIR OF LIGHT AND MEDIUM DUTY VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE**

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

**WHEREAS**, maintenance and repair services are needed for the City of Jersey City's ("City") light and medium duty fleet of vehicles; and

**WHEREAS**, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

**WHEREAS**, Air Brake & Equipment, 225 Route 22 West, Hillside, New Jersey 07205 is in possession of State contract A40830, and will provide maintenance and repair services of light and medium duty vehicles and submitted a proposal in the amount of one hundred thousand dollars (\$100,000.00); and

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

Acct #	P.O. #	State Contract	Total Contract	Encumbrance
01-201-26-315-310	130449	A40830	\$100,000.00	\$30,000.00

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

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

1. A contract in the amount of \$100,000.00 is awarded to Air Brake & Equipment for maintenance and repair services of light and medium duty vehicles.
2. The term of the contract shall be effective September 13, 2018 through December 31, 2018.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued to page 2)



City Clerk File No. Res. 18-877Agenda No. 10.T SEP 26 2018

TITLE:

**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO AIR BRAKE & EQUIPMENT FOR THE MAINTENANCE AND REPAIR OF LIGHT AND MEDIUM DUTY VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE**

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

WHEREAS, funds are available for this contract in the Operating Account.

Acct #	P.O. #	State Contract	Total Contract	Encumbrance
01-201-26-315-310	130449	A40830	\$100,000.00	\$30,000.00

Approved by:

Peter Folgado  
Peter Folgado, Director of Purchasing  
QPA, RPPO

September 6, 2018

Date

PF/pv  
8/29/18

DMC  
9/17/18

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9-26-18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

## RESOLUTION FACT SHEET - CONTRACT AWARD

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

### Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO AIR BRAKE & EQUIPMENT FOR THE MAINTENANCE AND REPAIR OF LIGHT AND MEDIUM DUTY VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

### Project Manager

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

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

### Contract Purpose

- ↓ Provide maintenance and repair services for light and medium duty vehicles to the City's fleet.
- ↓ OEM and NON OEM vehicles.
- ↓ City spent about \$85,000.00 in 2017.

### Cost (Identify all sources and amounts)

01-201-26-315-310 (Automotive Operating)  
Total Contract amount =\$100,000.00  
Temporary Encumbrance =\$30,000.00

### Contract term (include all proposed renewals)

Contract is valid until 12/31/18

### Type of award

State Contract

If "Other Exception", enter type

### Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Signature of Purchasing Director

Date



State of New Jersey  
Department of the Treasury

— Division of Purchase and Property —

Governor Phil Murphy • Lt. Governor Sheila Oliver

Search

[NJ Home](#) | [Services A to Z](#) | [Departments/Agencies](#) | [FAQs](#)

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

**T-0126**

**OEM & NON-OEM MAINTENANCE & REPAIR  
SERVICES FOR LIGHT/MEDIUM DUTY VEHICLES**

Vendor Information
By Vendor
By Item
RFP Documents
Email to SEFIDEH GHORBANI

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

Download All Documents

- State Contract Manager Adobe PDF (83 kb)
- Award Summary Adobe PDF (240 kb)

The Download All Documents hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

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

NOAs By Number

NOAs By Title

Search NOAs

<b>Index #:</b>	T-0126
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 03/18/16 TO: 03/17/19
<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*
<b>Vendor Name &amp; Address:</b>	SEE VENDOR INFORMATION SECTION
<b>For Procurement Bureau Use:</b>	
<b>Solicitation #:</b>	23841
<b>Bid Open Date:</b>	04/17/15
<b>CID #:</b>	1042571
<b>Commodity Code:</b>	928-15
<b>Set-Aside:</b>	NONE

**CONDITIONS AND METHODS OF OPERATION**

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination

B. Method of Operation - State Agencies Only:

**Issue an agency purchase order to the appropriate contract vendor(s).**

**\*IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator  
PO Box 230  
Trenton, NJ 08625  
(609) 984-7047

In the event of an emergency, contact the following in the order listed:

SEPIDEH GHORBANI	PROCUREMENT SPECIALIST	609-292-2190
KRISTI THOMAS	PROCUREMENT SPECIALIST SUPERVISOR	609-984-1327
ROBERT SHARBAUGH	ASSISTANT DIRECTOR	609-777-0206
	<b>PUB DATE:</b>	<b>09/27/16</b>

**VENDOR INFORMATION**

<b>Vendor Name &amp; Address:</b>	A LEMBO CAR & TRUCK COLLISION INC 76 RIVERSIDE AVE NEWARK, NJ 07104
<b>Contact Person:</b>	AREDO O LEMBO JR
<b>Contact Phone:</b>	973-484-5737
<b>Order Fax:</b>	973-484-0081
<b>Contract#:</b>	40825
<b>Expiration Date:</b>	03/17/19
<b>Terms:</b>	NONE
<b>Delivery:</b>	SPECIFIED ELSEWHERE
<b>Small Business Enterprise:</b>	YES
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	AIR BRAKE & EQUIPMENT 225 ROUTE 22 WEST HILLSIDE, NJ 07205
<b>Contact Person:</b>	MARY APPOLONIA
<b>Contact Phone:</b>	973-926-0166
<b>Order Fax:</b>	973-926-3110
<b>Contract#:</b>	40830
<b>Expiration Date:</b>	03/17/19
<b>Terms:</b>	NONE
<b>Delivery:</b>	3 DAYS ARO
<b>Small Business Enterprise:</b>	YES
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	

Sea Coast Chevrolet Oldsmobile Inc.	A40799	1 and 2 – Buick 1 and 2 – Chevrolet 1 and 2 – GMC 1 and 2 – Pontiac	1, 22 2, 23 8, 29 15, 36	12 and 13 12 and 13 12 and 13 12 and 13
Smith Motor Company Inc.	A40806	1 and 2 – Ford 1 and 2 – Mercury	6, 27 12, 33	4, 6, 8, 9, 10, 11 and 14 4, 6, 8, 9, 10, 11 and 14

**Non-OEM Repairs and Preventive Maintenance – Categories 7 through 20, Price Line Items 58 through 71:**

Contractors	Contract Number	Price Line Items (Region Numbers Awarded)
1 Garden State Truck & Auto Inc.	A40841	58(1 through 14 and 16 through 21), 59(5, 6, 8 and 9), 60(1 through 14 and 16 through 21), 61(6, 8 and 9)
A. Lembo Car & Heavy Truck Collision Inc.	A40825	58(1 through 5 and 7), 59(1 through 5 and 7), 60(1 through 5 and 7), 61(1 through 5 and 7), 62(1 through 5 and 7), 63(1 through 5 and 7), 64(1 through 5 and 7), 65(1 through 5 and 7), 66(1 through 5 and 7), 67(1 through 5 and 7), 68(1 through 5 and 7), 69(1 through 5 and 7), 70(1 through 5 and 7), 71(1 through 5 and 7)
Air Brake and Equipment	A40830	58(6, 8 and 9), 59(8), 60(8 and 9), 61(8), 62(1 through 14), 63(1 through 14), 64(1 through 14), 65(1, 6 and 8 through 14), 66(1 through 14), 67(1 through 14), 68(1 through 14), 69(1 through 14), 70(1 through 14), 71(1 through 14)
Al's Service LLC (Al's Service Center)	A40833	58(10 through 17, 20 and 21), 59(10 through 14 and 17), 61(10 through 14, 17, 20 and 21), 71(10 through 17, 20 and 21)
American Hose & Hydraulic Co., Inc.	A40866	69(1 through 21)
Astone Fleet Service LLC	A40853	62(1, 5, 6, 8, 9, 10 and 12 through 21), 63(9 and 12), 65(1, 6, 8, 9, 10, 12 through 21), 69(1, 9 and 12), 70(1 through 21)
B&E Service, Inc.	A40838	58(1 through 21), 60(1 through 21), 62(1 through 21), 63(1 through 14 and 16 through 21), 64(1 through 9 and 11 through 21), 65(1 through 21), 66(1 through 21), 68(1, 2, 3 and 5 through 21)
BJ&M Auto, Inc.	A40857	62(2, 3, 7, 11 and 14), 65(2, 3, 4, 7, 11 and 14), 66(2, 3, 4, 7, 11 and 14), 67(2, 3, 4, 7, 11 and 14), 71(2, 3, 4, 7, 11 and 14)
Belair Services	A40865	68(2, 4 and 7), 69(2, 4 and 7), 70(2, 4 and 7)
Bob's Auto Supplies Inc.	A40862	65(19 and 21)
Bucks County International Inc.	A40820	71(9)
Carlo's Auto Repair Inc.	A40832	58(10), 59(10), 64(10)
Central Jersey Starter & Alternator Inc.	A40834	58(1 through 21), 59(1 through 21), 60(1 through 21), 61(1 through 21), 63(1 through 21), 64(1 through 21), 65(1 through 21), 66(1 through 21), 68(1 through 21), 69(1 through 21), 70(1 through 21), 71(1 through 21)
Circle Automotive Inc.	A40842	58(5, 6, 8, 9, 11, 12, 13 and 14), 59(1 and 4 through 21), 60(5, 6, 8, 9, 10 through 14 and 17), 61(1 and 4 through 21), 62(1 through 21), 63(1 through 21), 64(1 through 21), 65(1 through 21),

	COMM CODE: 928-15-087415 [EQUIPMENT MAINTENANCE AND REPAIR...]  ITEM DESCRIPTION: PRICE LINE FOR PRE-AUTHORIZED PARTS AND/OR LUBRICANTS INSTALLED/UTILIZED IN A REPAIR.				
<b>Vendor:</b> AIR BRAKE & EQUIPMENT <b>Contract Number:</b> 40830					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00058	COMM CODE: 928-47-087401 [EQUIPMENT MAINTENANCE AND REPAIR...]  ITEM DESCRIPTION: NON-OEM CHASSIS PREVENTIVE MAINT.: MINOR (CATEGORY: 7)  REGIONS SERVED: 6, 8 AND 9	1.000	HOUR	N/A	\$57.50000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00059	COMM CODE: 928-47-087402 [EQUIPMENT MAINTENANCE AND REPAIR...]  ITEM DESCRIPTION: NON-OEM CHASSIS PREVENTIVE MAINT.: MAJOR (CATEGORY: 8)  REGION SERVED: 8	1.000	HOUR	N/A	\$62.50000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00060	COMM CODE: 928-15-087403 [EQUIPMENT MAINTENANCE AND REPAIR...]  ITEM DESCRIPTION: NON-OEM CHASSIS REPAIRS: MINOR (CATEGORY: 9)  REGIONS SERVED: 8 AND 9	1.000	HOUR	N/A	\$58.95000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00061	COMM CODE: 928-15-087404 [EQUIPMENT MAINTENANCE AND REPAIR...]  ITEM DESCRIPTION: NON-OEM CHASSIS REPAIRS: MAJOR (CATEGORY: 10)  REGION SERVED: 8	1.000	HOUR	N/A	\$61.95000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00062	COMM CODE: 928-19-087405 [EQUIPMENT MAINTENANCE AND REPAIR...]  ITEM DESCRIPTION: NON-OEM REPAIRS: TRUCK BODIES (CATEGORY: 11)  REGIONS SERVED: 1 THROUGH 14	1.000	HOUR	N/A	\$62.50000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00063	COMM CODE: 928-04-087406 [EQUIPMENT MAINTENANCE AND REPAIR...]	1.000	HOUR	N/A	\$63.50000

	ITEM DESCRIPTION: NON-OEM REPAIRS: LIFT GATES (CATEGORY: 12)  REGIONS SERVED: 1 THROUGH 14				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00064	COMM CODE: 929-70-087407 [EQUIPMENT MAINTENANCE AND REPAIR...]  ITEM DESCRIPTION: NON-OEM REPAIRS: SNOW PLOWS & SPREADERS (CATEGORY: 13)  REGIONS SERVED: 1 THROUGH 14	1.000	HOUR	N/A	\$58.50000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00065	COMM CODE: 055-90-087408 [AUTOMOTIVE ACCESSORIES FOR AUTOMOBILES, ...]  ITEM DESCRIPTION: NON-OEM REPAIRS: WHEELCHAIR LIFTS (CATEGORY: 14)  REGIONS SERVED: 1, 6 AND 8 THROUGH 14	1.000	HOUR	N/A	\$78.95000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00066	COMM CODE: 928-30-087409 [EQUIPMENT MAINTENANCE AND REPAIR...]  ITEM DESCRIPTION: NON-OEM REPAIRS: REFRIGERATION UNITS (CATEGORY: 15)  REGIONS SERVED: 1 THROUGH 14	1.000	HOUR	N/A	\$77.95000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00067	COMM CODE: 929-47-087410 [EQUIPMENT MAINTENANCE AND REPAIR...]  ITEM DESCRIPTION: NON-OEM REPAIRS: HOISTS & CRANES (CATEGORY: 16)  REGIONS SERVED: 1 THROUGH 14	1.000	HOUR	N/A	\$63.50000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00068	COMM CODE: 928-04-087411 [EQUIPMENT MAINTENANCE AND REPAIR...]  ITEM DESCRIPTION: NON-OEM REPAIRS: WINCHES (CATEGORY: 17)  REGIONS SERVED: 1 THROUGH 14	1.000	HOUR	N/A	\$62.50000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00069	COMM CODE: 928-49-087412 [EQUIPMENT MAINTENANCE AND REPAIR...]  ITEM DESCRIPTION: NON-OEM REPAIRS: HYDRAULIC SYSTEMS &	1.000	HOUR	N/A	\$62.50000

	PTOS (CATEGORY: 18) REGIONS SERVED: 1 THROUGH 14				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00070	COMM CODE: 928-49-087413 [EQUIPMENT MAINTENANCE AND REPAIR...]  ITEM DESCRIPTION: NON-OEM REPAIRS: GAUGES (CATEGORY: 19)  REGIONS SERVED: 1 THROUGH 14	1.000	HOUR	N/A	\$48.95000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00071	COMM CODE: 928-04-087414 [EQUIPMENT MAINTENANCE AND REPAIR...]  ITEM DESCRIPTION: NON-OEM REPAIRS: SEATS (CATEGORY: 20)  REGIONS SERVED: 1 THROUGH 14	1.000	HOUR	N/A	\$48.95000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00072	COMM CODE: 928-15-087415 [EQUIPMENT MAINTENANCE AND REPAIR...]  ITEM DESCRIPTION: PRICE LINE FOR PRE-AUTHORIZED PARTS AND/ OR LUBRICANTS INSTALLED/UTILIZED IN A REPAIR.	1.000	LOT	NET	N/A
Vendor: ALL AMERICAN FORD OF PARAMUS Contract Number: 40804					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 928-15-087348 [EQUIPMENT MAINTENANCE AND REPAIR...]  ITEM DESCRIPTION: OEM REPAIRS AND PREVENTIVE MAINT.: MINOR (CATEGORY: 1) BRAND: FORD (GAS ENGINE) REGION SERVED: 1 THROUGH 7	1.000	HOUR	N/A	\$75.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00027	COMM CODE: 928-15-087369 [EQUIPMENT MAINTENANCE AND REPAIR...]  ITEM DESCRIPTION: OEM REPAIRS AND PREVENTIVE MAINT.: MAJOR (CATEGORY: 2) BRAND: FORD (GAS ENGINE) REGION SERVED: 1 THROUGH 7	1.000	HOUR	N/A	\$75.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00072	COMM CODE: 928-15-087415 [EQUIPMENT MAINTENANCE AND REPAIR...]  ITEM DESCRIPTION: PRICE LINE FOR PRE-AUTHORIZED PARTS AND/ OR LUBRICANTS INSTALLED/UTILIZED IN A REPAIR.	1.000	LOT	NET	N/A



Weber's Auto Electric	A40839	58(19), 59(15, 18, 19, 20 and 21), 60(15, 18, 19, 20 and 21), 61(15, 18, 19, 20 and 21), 62(15, 18, 19, 20 and 21), 63(15, 18, 19, 20 and 21), 64(15, 18, 19, 20 and 21), 65(15, 18, 19, 20 and 21), 66(15, 18, 19, 20 and 21), 67(15, 18, 19, 20 and 21), 68(15, 18, 19, 20 and 21), 69(15, 18, 19, 20 and 21), 70(15, 18, 19, 20 and 21), 71(15, 18, 19, 20 and 21)
West Jersey Enterprises Inc. D/B/A Hayden's Auto & Truck Repair	A40858	62(4, 5, 6 and 8), 63(5, 6 and 8), 64(5, 6 and 8), 65(4, 5, 6 and 8), 67(4, 5, 6 and 8), 68(5, 6 and 8), 69(5, 6 and 8)
Zoland Corporation	A40850	59(2 and 3), 61(2 and 3), 62(3), 70(3), 71(2 and 3)

**Pre-authorized Parts and/or Lubricants Installed/Utilized in a Maintenance/Repair:**

Price line item 72, which is to be utilized for pricing of pre-authorized parts and/or lubricants installed/utilized in a maintenance/repair for any of the 20 categories of equipment (Section 3.1.3 of the RFP), has been awarded to all Contractors.

**Regional Jurisdiction:**

The entire State is divided into twenty-one (21) regions (counties). Each of the twenty-one (21) regions is defined as follows:

Region #	Region (county)
1	Bergen
2	Essex
3	Hudson
4	Morris
5	Passaic
6	Sussex
7	Union
8	Warren
9	Hunterdon
10	Mercer
11	Middlesex
12	Monmouth
13	Ocean
14	Somerset
15	Atlantic
16	Burlington
17	Camden
18	Cape May
19	Cumberland
20	Gloucester
21	Salem



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** APPOLONIA, INCORPORATED  
**Trade Name:** AIR BRAKE & EQUIPMENT  
**Address:** 225 RT 22 W  
HILLSIDE, NJ 07205-1832  
**Certificate Number:** 0067176  
**Effective Date:** October 26, 1976  
**Date of Issuance:** September 06, 2018

**For Office Use Only:**  
20180906122110858

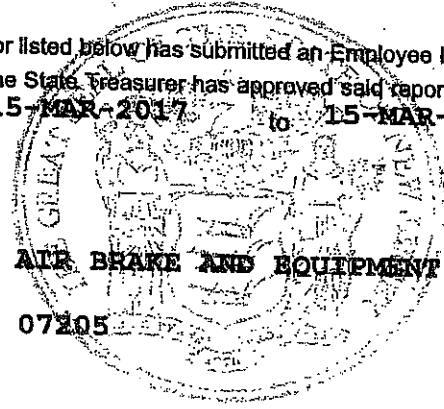
Certification 18143

# **CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**RENEWAL**

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

**APPOLONIA INCORP. T/A AIR BRAKE AND EQUIPMENT**  
**225 ROUTE 22 WEST**  
**HILLSIDE**  
**NJ 07205**



*Ford M. Scudder*

FORD M. SCUDDER  
State Treasurer

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

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

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

Business Name : Air Brake and Equipment  
Address : 275 Route 22 West, Hillside N.J.  
Telephone No. : 973-976-0166  
Contact Name : Mary Appolonia 07205

Please check applicable category :

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

**Definitions**  
**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**



CITY OF JERSEY CITY  
DIVISION OF PURCHASING

394 CENTRAL AVENUE, 2ND FLOOR | JERSEY CITY, NJ 07307  
P: 201 547 5155/5158 | F: 201 547 6585



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

PETER FOLGADO  
DIRECTOR OF PURCHASING, CLPA, & PPD

CERTIFICATION REGARDING SUSPENSION/DEBARMENT

I am Mary Appolonia of the firm of Air Brake and Equipment  
the Contractor who submitted the lowest responsible bid for the project known as

I executed the Proposal submitted to the City of Jersey City with the full authority to do  
so. As of the date of execution of this Certification on this 6th day of September  
2018 the firm of Air Brake and Equipment has not been suspended or debarred  
from submitting bid proposals by the United States of America, its departments,  
divisions, and agencies or by the State of New Jersey, its departments, divisions, and  
agencies.

I certify that the foregoing statements are true. I am aware that if any of the  
foregoing statements made by me are willfully false, I am subject to punishment.

Air Brake and Equipment  
(Name of Contractor)

Signed By: \_\_\_\_\_

Dated: 9-6-18

Title: Corp Sec

Sworn and subscribed to before me  
This 9th day of Sept 2018

Donna Fargione

DONNA FARGIONE  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 6/15/2022

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

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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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: Maury Appolonia Corp Sec

Representative's Signature: [Signature]

Name of Company: Air Brake and Equipment

Tel. No.: 913-926-0166

Date: 9-6-18

## EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Mary Appolonis

Representative's Signature: [Signature]

Name of Company: Air Brake and Equipment

Tel. No.: 973-976-0166 Date: 9-6-18

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

City Clerk File No. Res. 18-878

Agenda No. 10.U

Approved: SEP 26 2018

TITLE:



**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH JOSEPH F. POPOVICH, M.D., FACS TO ASSIST THE MUNICIPAL COUNCIL COMMITTEE ON PARKING FOR THE DISABLED FOR THE PERIOD OF TIME BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

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

**WHEREAS**, the City of Jersey City (City) requires the professional services of a physician to advise the Municipal Council Committee for Disabled Parking (Committee) with respect to medical information contained in applications for restricted parking spaces; and

**WHEREAS**, the Committee reviews all applications from disabled applicants for new restricted parking spaces and updated applications from disabled applicants to justify existing restricted parking spaces; and

**WHEREAS**, the physician makes recommendations to the Municipal Council Committee regarding the restricted parking program and ordinances related thereto; and

**WHEREAS**, Joseph F. Popovich, M.D., FACS, PC, located at 159 Palisade Avenue, Jersey City New Jersey, is qualified to perform these services and has provided these services in the past to the City; and

**WHEREAS**, in response to the City's request for a proposal Dr. Popovich submitted a proposal dated March 1, 2018 in the amount of Twenty Five Thousand Dollars (\$25,000.00); and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:1-11 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-20.5 (Pay-to-Play Law); and

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

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

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

**WHEREAS**, Dr. Popovich has submitted his Certification of Compliance with the City's Contractor Pay-to-Play Ordinance 08-128 adopted on September 3, 2008.

**WHEREAS**, Funds for this expenditure are available from the following account:

Acct. No.	Req. #	P.O. #	Amount
01-201-20-105-312	0184979	130520	\$6,249.99

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

Continued.....  
AV:pc1  
(08.29/18)



Continuation of Resolution \_\_\_\_\_  
 City Clerk File No. Res. 18-878  
 Agenda No. 10.U SEP 26 2018

## TITLE:

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH JOSEPH F. POPOVICH, M.D., FACS TO ASSIST THE MUNICIPAL COUNCIL COMMITTEE ON PARKING FOR THE DISABLED FOR THE PERIOD OF TIME BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

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

1. The Mayor and or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with Joseph F. Popovich, M.D., FACS, PC for providing medical advise to the Committee for a total contract amount not to exceed \$25,000.00 to be paid in monthly installments;
2. The term of the agreement is for one (1) year effective as of October 1, 2018 and expiring on September 30, 2019;
3. Pursuant to N.J.A.C. 5:30-5.5(c)2, the continuation of the contract after the expenditure of funds encumbered in the 2018 calendar year budget, shall be subject to the availability and appropriation of sufficient funds in the 2019 calendar year temporary and permanent budgets; and
4. 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.;
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 this resolution; and
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, shall be placed on file with this resolution.

I, Donna Mauer (Donna Mauer) Chief Financial Officer, certify that \$6,249.99 is available in Account No. 01-201-20-105-312

APPROVED:

[Signature]  
 Director of Traffic & Transportation

APPROVED:

Jose R. Cunha  
 Municipal Engineer

APPROVED:

[Signature]  
 Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]  
 Corporation Counsel

AV:pcj  
 (08.29.18)

Certification Required ☐Not Required ☐

APPROVED 9-0

BMK 9/17/18

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.26.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Resolution**

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH JOSEPH F. POPOVICH, M.D., FACS TO ASSIST THE MUNICIPAL COUNCIL COMMITTEE ON PARKING FOR THE DISABLED FOR THE PERIOD OF TIME BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

**Project Manager**

Department/Division	Department of Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. on behalf of the Municipal Council Committee for Disabled Parking	Director of Traffic & Transportation
Phone/email	201.547.4419	<a href="mailto:AVischio@icnj.org">AVischio@icnj.org</a>

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

**Contract Purpose**

Authorize a Professional Services Agreement between the City of Jersey City and Dr. Popovich in order for the Doctor to continue to review applications submitted by disabled individuals for a reserved parking space at their residence and make recommendations regarding the individual's application and regarding the application process.

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

The contract amount shall not exceed  
\$25,000.00  
Engineering, Traffic and Transportation  
Operating Account No.  
01-201-20-105-312

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

The contract will begin October 1, 2018 and  
end September 30, 2019

Type of award

If "Other Exception", enter type

Professional Service Agreement

**Additional Information**

Pursuant to N.J.A.C. 5:30-5.5(c)2, the continuation of the contract after the expenditure of funds encumbered in the 2018 calendar year budget, shall be subject to the availability and appropriation of sufficient funds in the 2019 calendar year temporary and permanent budgets.

I certify that all the facts presented herein are accurate.

Director of Traffic & Transportation

Signature of Department Director

Date

Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Municipal Services Complex  
13-15 Linden Avenue East | Jersey City, NJ 07305  
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



BRIAN D. PLATT  
BUSINESS ADMINISTRATOR

MEMORANDUM

**DATE:** September 6, 2018

**TO:** Peter Folgado, RPPO, QPA  
Purchasing Agent

**FROM:** Andrew Vischio, PE  
Director of Engineering, Traffic & Transportation

**SUBJECT:** **DR. JOSEPH F. POPOVICH, M.D., F.A.C.S.**  
**RESOLUTION AND AGREEMENT**

On behalf of the Municipal Council Committee for Disabled Parking, kindly be advised this Division has proposed the attached Resolution (for the Council's consideration) authorizing a Professional Services Agreement with Dr. Joseph F. Popovich, M.D. F.A.C.S. to assist the Municipal Committee on Parking for the Disabled for the period of time beginning October 1, 2018 and ending September 30, 2019.

The Contract amount shall not exceed \$25,000.00 and will be paid out of the Operating Account for Engineering, Traffic and Transportation, 01-201-20-105-312. The Requisition Number is 0184979.

We anticipate this Resolution will appear on the Agenda for the September 26<sup>th</sup>, 2018 Municipal Council Meeting.

Feel free to contact me at ex. 4419 or at [AVischio@jcnj.org](mailto:AVischio@jcnj.org) if you have any questions.

Thank you.

  
\_\_\_\_\_  
Andrew Vischio P.E.

Director of Traffic & Transportation

C: Jose R. Cunha, P.E., C.M.E., C.P.W.M., C.R.P., Municipal Engineer  
Brian D. Platt, Business Administrator

## AGREEMENT

Agreement made this      day of      , 2018 by and between the City of Jersey City, a municipal corporation of the State of New Jersey (City) and Joseph F. Popovich, M.D., F.A.C.S., PC (Dr. Popovich), 159 Palisade Avenue, Jersey City, New Jersey 07306;

WHEREAS, the Municipal Council Committee on Parking for the Disabled (Committee) reviews all new and existing applications for restricted parking spaces for disabled persons and makes recommendations to the Municipal Council regarding restricted parking spaces and ordinances related thereto; and

WHEREAS, the Committee requires the services of a physician to advise the Committee with respect to medical information contained in applications for restricted parking spaces; and

WHEREAS, Dr. Popovich, is a licensed physician capable of providing such services.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1.      Scope of Services:

Dr. Popovich will review medical information pertaining to applications submitted to the City for restricted parking places for disabled persons and provide advice regarding the applications to the Committee.

2.      Term:

The term of this Agreement is for one (1) year effective as of October 1, 2018 and terminating on September 30, 2019.

3.      Fee Schedule:

The City shall pay Dr. Popovich and Dr. Popovich agrees to accept as full payment for services provided under this Agreement a total fee of \$25,000.00. This fee shall be paid in equal monthly installments after the City receives a monthly billing statement from Dr. Popovich.

4. Indemnification:

In performing the services under this Agreement, Dr. Popovich shall operate and have the status of an agent of the City. The City shall defend and indemnify Dr. Popovich in accordance with §27-3 of the City's Municipal Code. Dr. Popovich shall be permitted to perform services for other persons and entities other than the City provided no conflict of interest exists.

5. Insurance:

Dr. Popovich shall maintain insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Certificates of such insurance, naming the City as an additional insured when possible, shall be provided. Insurance requirements are as follows:

- a) Comprehensive, General Liability in the amount of \$1,000,000 per occurrence and \$2000,000 in aggregate; including Products & Completed Operations coverage.
- b) Workers' compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000 combined single limit.
- c) Automobile Liability in the amount of \$1,000,000 combined single limit
- d) Professional Liability in the amount of \$2,000,000 per occurrence and in aggregate.

6. Termination:

Either party shall have the right to terminate this Agreement in whole or in part without cause at any time upon 30 days' written notice. Upon receipt of termination notice, Dr. Popovich shall immediately discontinue services. Dr. Popovich shall be paid the amount earned by or reimbursable to Dr. Popovich hereunder to the time specified in said notice. Dr. Popovich shall have no further claim against the City with respect thereto.

7. Entire Agreement:

This Agreement constitutes the entire agreement between City and Dr. Popovich. 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 ex-

pressed. 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.

8. Assignment:

Dr. Popovich shall make no assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement.

9. 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.

10. 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.

11. 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

12. 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.

13. 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

14. 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.

15. Notice:

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Brian Platt  
Business Administrator  
City Hall, 280 Grove St.  
Jersey City, N.J. 07302

Dr. Joseph F. Popovich  
159 Palisade Avenue  
Jersey City, N.J. 07306

16. 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.

17. City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the

undersigned does hereby attest that the 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.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.

City of Jersey City

Joseph F. Popovich, M.D., F.A.C.S., PC

By: \_\_\_\_\_  
Brian Platt  
Business Administrator

By: \_\_\_\_\_  
Dr. Joseph F. Popovich

ATTEST:

ATTEST:

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

\_\_\_\_\_



**Dr. Joseph F. Popovich, M.D., F.A.C.S., P.C.**  
**Palisade Suites**  
**Medical Office**  
**159 Palisade Avenue**  
**Jersey City, New Jersey 07307**  
**201.217.1110**

March 1, 2018

City of Jersey City  
Division of Engineering, Traffic and Transportation  
Municipal Services Complex/13-15 Linden Avenue East  
Jersey City, New Jersey 07305

Attention: Jose R. Cunha, P.E., Director

SUBJECT: PROFESSIONAL SERVICES AGREEMENT

Dear Director Cunha:

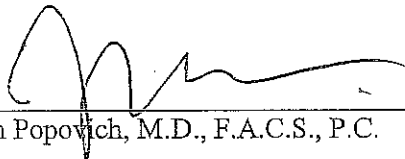
Please accept this letter as authorization to proceed with the paperwork necessary for the City of Jersey City to enter into a Professional Services Contract with me to serve on the Municipal Council Committee for Disabled Parking, (Committee).

My role on the Committee would be to review all the medical information included with the applications for a new reserved parking space and updated applications to justify an existing reserved parking space as well as make recommendations to the Committee regarding the reserved parking program and ordinances related thereof.

For this professional service, I am requesting a payment in the amount of \$25,000.00 for a period of one year, to be paid in monthly installments.

Feel free to contact me if there are any questions or issues with to this proposal.

Sincerely,



---

Dr. Joseph Popovich, M.D., F.A.C.S., P.C.

C: Andrew Vischio, P.E., Director of Traffic & Transportation  
Patricia Logan, Engineering Aide



## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1316637 FOR JOSEPH F. POPOVICH, M.D., P.C. IS VALID.



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** JOSEPH F. POPOVICH, M.D., P.C.

**Trade Name:**

**Address:** 159 PALISADE AVENUE  
JERSEY CITY, NJ 07306-1113

**Certificate Number:** 1316637

**Effective Date:** April 09, 2007

**Date of Issuance:** June 14, 2018

**For Office Use Only:**

20180614161536879



P. 16

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

**Part I - Vendor Affirmation**

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

Steven Pulop for Mayor 2017	Friends of Chris L. Gadsden
Lavarco for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Jermaine D. Robinson

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Joseph Popovich MD	155 Washington ST Apt 1101 R07302

**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: Joseph R. Popovich MD / PC  
 Signed: [Signature] Title: President  
 Print Name: Joseph Popovich Date: 9/13/18

Subscribed and sworn before me this 13 day of Sep, 2018

My Commission expires: 9/22/2020

Olajuwon Blain 9/13/18  
 (Affiant)  
Olajuwon Blain (Notary Public)  
 (Print name & title of affiant) (Corporate Seal)

**OLAJUWON J. BLAIN**  
**NOTARY PUBLIC OF NEW JERSEY**  
**I.D. # 2453620**  
**My Commission Expires 9/22/2020**

P. 18

**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 JOSEPH POPOVICH MD (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 2/9/18 (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 JOSEPH POPOVICH MD (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:

Joseph F. Popovich, MD / PC

Signed:

[Signature]

Title:

MD / CEO

Print Name:

J Popovich

Date:

9/13/18

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

My Commission expires: 9/22/2020

Olojuwon Blain 9/13/18  
(Affiant)  
Olojuwon Blain (Notary Public)  
(Print name & title of affiant) (Corporate Seal)

**OLAJUWON J. BLAIN**  
**NOTARY PUBLIC OF NEW JERSEY**  
**I.D. # 2453620**  
**My Commission Expires 9/22/2020**

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print):

Representative's Signature:

Name of Company:

Tel. No.: 201 271 1110

Date:

Joseph Popovich MD (Pres + CEO)  
Joseph Popovich MD/PC  
2-9-18

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

The contractor and the Owner of J Popovich (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: Joseph Popovich MD / Pres + CEO

Representative's Signature: [Signature]

Name of Company: Joseph Popovich MD / P.C.

TEL No.: 201-217-1170

Date: 2/9/18



STATE OF NEW JERSEY  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: [www.state.nj.gov/eo/contract/contracteeo.pdf](http://www.state.nj.gov/eo/contract/contracteeo.pdf)

SECTION A - COMPANY IDENTIFICATION

1. FID NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 3
4. COMPANY NAME Joseph Popovich mbl/pc.		
5. STREET 159 Palisade Ave	CITY Jersey City	STATE NJ
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) N/A	CITY	STATE
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 3		
10. PUBLIC AGENCY AWARDED CONTRACT		

Official Use Only	DATE RECEIVED	ENAG 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					1			
Professionals	1							1					
Technicians													
Sales Workers													
Office & Clerical	1				1					1			
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (If any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
	3								1		2		

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" 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 Name) Joseph F. Popovich	SIGNATURE 	TITLE Pres/CEO	DATE 2/9/18
17. ADDRESS NO. & STREET 159 Palisade Ave	CITY Jersey City	STATE NJ	ZIP CODE 07302
PHONE (AREA CODE, NO., EXTENSION) 201 217 1110			

**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 :

Joseph F. Popovich, MD/PC

Address :

159 Palisade Ave JC 07306

Telephone No. :

201 217 1110

Contact Name :

Joseph Popovich, MD

Please check applicable category :

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned  
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

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

City Clerk File No. Res. 18-879

Agenda No. 10.V

Approved: SEP 26 2018

TITLE:



**RESOLUTION RATIFYING THE RENEWAL AND AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF FLORIO KENNY RAVAL, L.L.P. TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF RICHARD DRESSLER V. CITY OF JERSEY CITY, ET AL.**

**COUNCIL**  
resolution:

offered and moved adoption of the following

**WHEREAS**, the Municipal Council of the City of Jersey City adopted Resolution no. 18-254 on March 14, 2018 ratifying and authorizing a professional services agreement with Florio Kenny Raval, LLP for a total amount not to exceed \$75,000 to represent the City of Jersey City ("City") who had been named in a Complaint filed by Richard Dressler in United States District Court, District of New Jersey on August 2017 alleging violation of his constitutional promotional rights, violation of CEPA, breach of implied covenant, estoppels/promissory, and violation of civil service laws; and

**WHEREAS**, the City of Jersey City awarded the contract to Florio Kenny Raval, LLP under the "fair and open process" of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, N.J.S.A. 40 A: 11-15 limits the term of a professional services contract to twelve months; and

**WHEREAS**, the lawsuit is still ongoing and it is necessary for the City to ratify the renewal of its professional services contract with Florio Kenny Raval, LLP for an additional twelve month period effective September 1, 2018; and

**WHEREAS**, an encumbrance in the amount of \$20,000 is available in **Account No. 18-01-201-23-210-312**.

**WHEREAS**, Florio Kenny Raval, LLP 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 resolution authorizing the award and the agreement itself must be available for public inspection; and

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

1. An agreement with the law firm of Florio Kenny Raval L.L.P. is hereby ratified and renewed for one year effective September 1, 2018, for a total contract amount not to exceed **\$75,000**;
2. 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.;
3. 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;

City Clerk File No. Res. 18-879  
Agenda No. 10.V SEP 26 2018

TITLE:

**RESOLUTION RATIFYING THE RENEWAL AND AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF FLORIO KENNY RAVAL, L.L.P. TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF RICHARD DRESSLER V. CITY OF JERSEY CITY, ET AL.**

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. 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.; and
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution.

I, Donna Mauer hereby certify there is sufficient funds available in Account No.: 18-01-201-23-210-312 for payment of this resolution. P.O.# 130646

Donna Mauer  
Donna Mauer, Chief Financial Officer

INT  
09/13/18

JMLK  
9/17/18

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

APPROVED AS TO LEGAL FORM

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.26.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION RATIFYING THE RENEWAL AND AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF FLORIO KENNY RAVAL, L.L.P. TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF RICHARD DRESSLER V. CITY OF JERSEY CITY, ET AL.**

**Project Manager**

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	201-547-4667	Pbaker@jcnj.org

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

**Contract Purpose**

Florio, Kenny, Raval, L.L.P. to represent the City of Jersey City, in defense of allegations of violation of constitutional promotional rights, violation of CEPA, breach of implied covenant, estoppels/promissory and violation of civil service laws.

**Cost (Identify all sources and amounts)****Contract term (include all proposed renewals)**

Insurance Fund Commission  
18-01-201-23-210-312  
\$75,000

One Year

Type of award Fair/Open

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

9/18/18  
Date

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

City Clerk File No. \_\_\_\_\_ Res. 18-254  
Agenda No. \_\_\_\_\_ 10.Z.4  
Approved: \_\_\_\_\_ MAR 14 2018  
TITLE: \_\_\_\_\_



## **RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF FLORIO KENNY RAVAL, L.L.P. TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF RICHARD DRESSLER V. CITY OF JERSEY CITY, ET AL.**

**COUNCIL**  
resolution:

offered and moved adoption of the following

**WHEREAS**, the City of Jersey City ("City") was named in a complaint filed by Richard Dressler in United States District Court, District of New Jersey in August 2017 alleging violation of his constitutional promotional rights, violation of CEPA, breach of implied covenant, estoppels/promissory, and violation of civil service laws; and

**WHEREAS**, Corporation Counsel recommended the appointment of special counsel to represent the City in this matter; and

**WHEREAS**, Florio Kenny Raval L.L.P. possessed the skill and expertise to perform these services; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, special counsel agreed to provide these services at an hourly rate of \$150.00 per hour, including expenses, for a total contract amount not to exceed \$75,000; and

**WHEREAS**, in October 2016, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, Florio Kenny Raval L.L.P. submitted a Qualification Statement in response to the City's RFQ; and

**WHEREAS**, this contract award is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

**WHEREAS**, Florio Kenny Raval L.L.P. 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**, a temporary encumbrance in the amount of \$20,000 is available in Account No. 18-01-201-23-210-312.

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

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

1. An agreement with the law firm of Florio Kenny Raval L.L.P. is hereby ratified and authorized for one year effective September 1, 2017, for a total contract amount not to exceed \$75,000;
2. 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.;

Continuation of Resolution \_\_\_\_\_  
City Clerk File No. Res. 18-254  
Agenda No. 10.Z.4  
TITLE: MAR 14 2018

Pg. # 2

**RESOLUTION AUTHORIZING & RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF FLORIO KENNY RAVAL, L.L.P. TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF RICHARD DRESSLER V. CITY OF JERSEY CITY, ET AL.**

3. 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;
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. 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.; and
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution.
7. The City's Chief Financial Officer is authorized to prepare and process an NC voucher to pay for the Professional Services provided during the City's 2017 fiscal year.
8. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the agreement after the expenditure of funds encumbered in 2018 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2018 fiscal year permanent budget.

I Donna Mauer, Donna Mauer hereby certify that funds in the amount of \$20,000 are available in Account No.: 18-01-201-23-210-312 for payment of this resolution. P.O. NO. 1253164

Donna Mauer, Chief Financial Officer

12/4/17

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

APPROVED AS TO LEGAL FORM

R.R.  
2-15-18

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

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

Certification Required ☒

Not Required ☐

APPROVED 3-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												3-14-18
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	
RIDLEY	✓			YUN	✓			RIVERA	✓			
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT			
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

(REVISED 4/13)

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

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

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

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

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

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

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

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

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**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

Representative's Name/Title (Print): Edward J. Florio, Senior Partner

Representative's Signature: \_\_\_\_\_

Name of Company: FLORIO ♦ KENNY ♦ RAVAL, L.L.P.

Tel. No.: (201) 659-8011

Date: 6/13/2018

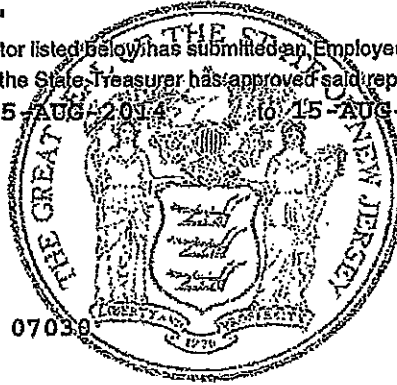
Certification 14952


**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-AUG-2014** to **15-AUG-2021**

**FLORIO & KENNY L.L.P.  
5 MARINE VIEW PLAZA  
HOBOKEN**

**NJ 07038**



  
**Andrew P. Skamion-Eristoff  
State Treasurer**

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

The contractor and the Partnership of FLORIO ♦ KENNY ♦ RAVAL, L.L.P. (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith, in any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title (Print): Edward J. Florio, Senior Partner

Representative's Signature: \_\_\_\_\_

Name of Company: FLORIO ♦ KENNY ♦ RAVAL, L.L.P.

Tel. No.: (201) 659-8011

Date: 6/13/2018

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

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

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

Business Name : FLORIO ♦ KENNY ♦ RAVAL, L.L.P.  
Address : 5 Marine View Plaza- Suite 103, Hoboken, NJ 07030  
Telephone No. : (201) 659-8011  
Contact Name : Edward J. Florio

Please check applicable category :

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

**Definitions  
Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

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

**Part I – Vendor Affirmation**

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

Steven Fulop for Mayor 2017	Mita Prinz-Arey for Council
Lavatro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Ynn for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Edward J. Florio	28 Wilber Terrace, Bloomfield, NJ 07003
Bernard F. Kenny, Jr.	1022 Bloomfield St, Hoboken, NJ 07030
Nita G. Raval	67 13th Avenue, Elmwood Park, NJ 07407

**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: FLORIO ♦ KENNY ♦ RAVAL, L.L.P

Signature of Affiant: \_\_\_\_\_

Title: Senior Partner

Printed Name of Affiant: Edward J. Florio

Date: 6/13/2018

Subscribed and sworn before me this 13<sup>th</sup> day of

June, 2018

Yessa  
(Witnessed or attested by)

My Commission expires:

(Seal)

**YESSICA PENA**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 12/5/2022

**YESSICA PENA**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 12/5/2022

# 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:	FLORIO ♦ KENNY ♦ RAVAL, L.L.P.		
Address:	5 Marine View Plaza, Suite 103		
City:	Hoboken	State:	NJ
Zip:	07030		

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 Edward J. Florio Printed Name Edward J. Florio Title Senior Partner

## 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.

[illegible]☐ Check here if the information is continued on subsequent page(s)

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

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that FLORIO ♦ KENNY ♦ RAVAL, L.L.P. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding June 13, 2018 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar this award of this contract. I further certify that during the term of the contract FLORIO ♦ KENNY ♦ RAVAL, L.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: FLORIO ♦ KENNY ♦ RAVAL, L.L.P.

Signed: [Signature] Title: Senior Partner

Print Name: Edward J. Florio Date: 6/13/2018

Subscribed and sworn before me  
this 13<sup>th</sup> day of June, 2018

My Commission expires:

Yes P

[Signature] (Affiant)  
Edward J. Florio, Senior Partner  
(Print name & title of affiant) (Corporate Seal)

**YESSICA PENA**  
**NOTARY PUBLIC OF NEW JERSEY**  
My Commission Expires 12/6/2022

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



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	KLORIO & KENN
Trade Name:	
Address:	5 MARINE VIEW PLAZA SUITE 103 HOBOKEN, NJ 07030
Certificate Number:	1179768
Effective Date:	September 19, 2005
Date of Issuance:	August 25, 2011

For Office Use Only:  
20110825104121368



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

City Clerk File No. Res. 18-880

Agenda No. 10.W

Approved: SEP 26 2018

TITLE:



**RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF BUDD LARNER, P.C. TO REPRESENT THE CITY OF JERSEY CITY, ANNISIA CIALONE, CAMERON BLACK, MATTHEW WARD, AND MARCOS VIGIL IN THE MATTER OF MECCA REALTY PROPERTIES, INC., ET AL.V. CITY OF JERSEY CITY, ET AL.**

**WHEREAS**, a complaint was filed on July 9, 2018 in Superior Court of New Jersey under Docket No. HUD-L-002661-18 by Mecca Realty Properties, Inc., Fourteen Florence St. Corp., Atrimec Realty Corp., Mecca Realty Properties II, Inc. and 450 Grand Street, LLC alleging that the City of Jersey City and the Jersey City Redevelopment Agency improperly awarded a redevelopment contract to a third party developer to redevelop their property and denied Plaintiffs the right to redevelop their own property; and

**WHEREAS**, Corporation Counsel determined that it was necessary to appoint special counsel to represent the City of Jersey City; and

**WHEREAS**, the law firm of Budd Lerner, PC is qualified to perform these services; and

**WHEREAS**, special counsel agreed to provide its services at an hourly rate of **\$150.00** per hour, including expenses, for a total contract amount not to exceed **\$75,000**; 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**, in October 2017, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

**WHEREAS**, Budd Lerner, PC submitted a Qualification Statement in response to the City's RFQ; and

**WHEREAS**, the City is awarding this contract under the Fair and Open provisions of the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, Budd Lerner, PC 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**, an encumbrance in the amount of \$25,000 is available in **Account No. 18-01-201-23-210-312**.

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

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

1. The award of an agreement with the law firm of Budd Lerner, PC to represent the City of Jersey City, Annisia Cialone, Cameron Black, Matthew Ward, and Marcos Vigil litigation is hereby ratified for one year effective **August 1, 2018**, for a total contract amount of **\$75,000**, including expenses;
2. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.

TITLE:

**RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF BUDD LARNER, P.C. TO REPRESENT THE CITY OF JERSEY CITY, ANNISIA CIALONE, CAMERON BLACK, MATTHEW WARD, AND MARCOS VIGIL IN THE MATTER OF MECCA REALTY PROPERTIES, INC., ET AL.V. CITY OF JERSEY CITY, ET AL.**

3. Subject to such modification as the Corporation Counsel deems appropriate or necessary, the Mayor or Business Administrator is authorized to execute the professional services agreement 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. 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.;
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution; and

I, Donna Mauer hereby certifies that there are sufficient funds available in **Account No.: 18-01-201-23-210-312** for payment of this resolution. PO No. 130362. 25,000.00

  
Donna Mauer, Chief Financial Officer


DP  
08/30/2018

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

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

Certification Required ☒Not Required ☐

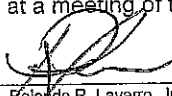
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.26.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW OF FIRM OF BUDD LARNER, P.C. TO REPRESENT THE CITY OF JERSEY CITY, ANNISIA CIALONE, CAMERON BLACK, MATTHEW WARD, AND MARCOS VIGIL IN THE MATTER OF MECCA REALTY PROPERTIES, INC., ET AL.V. CITY OF JERSEY CITY, ET AL.

**Project Manager**

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	201-547-4667	Pbaker@jcnj.org

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

**Contract Purpose**

Budd Lerner has been retained to represent the City of Jersey City, Annisia Cialone, Cameron Black, Matthew Ward, and Marcos Vigil in relation to claims raised by Mecca Realty Properties, Inc. alleging that the City of Jersey City and JCRA improperly awarded a redevelopment contract to a third party developer tro redevelop their property and denying Plaintiff the right to redevelop their own property.

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

City Funds  
01-201-23-210-312

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

One Year

Type of award

Fair/Open

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

9/18/18  
Date

## Outside Counsel Agreement

This Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2018 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Budd Lerner, PC 150 John F. Kennedy Parkway, Short Hills, NJ 07078 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *Mecca Realty Properties, Inc., et al. v. City of Jersey City, et al.*

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### I. CONFLICTS OF INTEREST

#### A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

#### B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

**C. Continuing Obligation.**

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

**D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.**

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believes it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who is engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

## **II. WORKING RELATIONSHIP**

### **A. Identification of Objectives/Relationship Attorney.**

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

### **B. Early Case Assessment/Cost Assessment.**

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs,

the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

**C. Staffing.**

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to

perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

**D. Settlement.**

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

**E. Media Relations/Law Firm Advertising.**

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

**F. Engagement of E-Discovery and Other Vendors, Including Experts.**

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as



Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

**G. Adherence to Ethical Standards.**

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

**H. Gratuities.**

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

**I. Malpractice Insurance.**

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

**J. File Retention.**

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

**III. Billing**

**A. Rates.**

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$75,000.00.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

**B. Invoicing Policy.**

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

**C. Invoice Format.**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file', 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

**D. Acceptable Fees/Charges.**

**Overhead charges may not be billed.** The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

**E. Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

**F. Out-of-pocket costs must be itemized and passed through with no markup.**

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

**G. Prohibited disbursements.**

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges

- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

**H. Copying/scanning.**

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

**I. Couriers and Overnight Mail.**

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

**J. Travel Expenses.**

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

**K. Reimbursement of Meals for Overnight Travel.**

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

**L. Maintenance of Expense Records.**

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making

reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

**M. Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

**N. Vendor discounts must be passed through.**

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

#### **IV. CONFIDENTIALITY**

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and non-legal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is

the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

#### **V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

Outside Counsel 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 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.

#### **VI. TERMINATION**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating there from. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

#### **VII. GENERAL TERMS**

##### **A. Governing Law/Jurisdiction.**



This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

**B. Counterparts Clause.**

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

**Attest:**

**City of Jersey City**

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

\_\_\_\_\_  
**Brian Platt**  
**Business Administrator**

**WITNESS:**

**Budd Lerner, PC**

\_\_\_\_\_  
**By:**  
**Firm:**

## APPENDIX A

### CONFIDENTIALITY AGREEMENT

\_\_\_\_\_, (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated \_\_\_\_\_, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: \_\_\_\_\_

By: \_\_\_\_\_

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

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

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

## **Goods, Professional Services and General Service Contracts**

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative action  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. #201-547-4533  
Fax# 201-547-5088  
E-mail Address: [abuanJ@jenj.org](mailto:abuanJ@jenj.org)

(REVISED 4/13)

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

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

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

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

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

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

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

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

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print):

Representative's Signature:

Name of Company:

Tel. No.:

Date:

*Mitchell Rait, shareholder + COO*  
*[Signature]*  
*Budd Larner, PC*  
*973-355-4515* *8/30/18*

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

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

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

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

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

Representative's Name/Title: Mitchell Part, Shareholder + C.O.O.  
Representative's Signature: [Signature]  
Name of Company: Budd Lerner, PC  
Tel. No.: 973-315-4515 Date: 8/30/18

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

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

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

Business Name : Budd Lerner PC  
Address : 150 JAC Parkway Short Hills, NJ 07078  
Telephone No. : 973-315-4515  
Contact Name : Mitchell Rait

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** BUDD LARNER, A PROFESSIONAL CORPORATION  
**Trade Name:**  
**Address:** 150 JFK PARKWAY  
SHORT HILLS, NJ 07078  
**Certificate Number:** 0069420  
**Effective Date:** September 30, 1980  
**Date of Issuance:** August 05, 2011

**For Office Use Only:**  
20110805151010564

# 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:	Budd Larner, PC		
Address:	150 JFK Parkway		
City:	Short Hills	State:	NJ
		Zip:	07078

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 Mitchell Ray Printed Name Starcholder + Co 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.

[illegible]☐ Check here if the information is continued on subsequent page(s)

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

**Part I -- Vendor Affirmation**

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

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavatto for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

**Part II -- Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address

**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: Budd Larner, PC

Signature of Affiant: [Signature]

Title: Shareholder + Coo

Printed Name of Affiant: Mitchell Pitt

Date: 8/30/18

Subscribed and sworn before me this 30 day of August, 2018

[Signature]  
(Witnessed or attested by)

My Commission expires:

(Seal)

**LINDA F. KOBRYN**

A Notary Public of New Jersey  
My Commission Expires August 17, 2021

**PART I - Vendor Affirmation**

**PART II - Signature and Attestation:**

Name of Business Entity: Budd Larner, PC

Signed: [Signature] Title: Shareholder + Co.

Print Name: Mitchell Kart Date: 8/30/12

Medicare Standards (Affiant)  
(Print name & title of affiant) (Corporate Seal)

*Linda J. Kolryn*  
\*\*Pursuant to Section 2 of Ordinance

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



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** BUDD LARNER, A PROFESSIONAL CORPORATION  
**Trade Name:**  
**Address:** 150 JFK PARKWAY  
SHORT HILLS, NJ 07078  
**Certificate Number:** 0069420  
**Effective Date:** September 30, 1980  
**Date of Issuance:** August 05, 2011

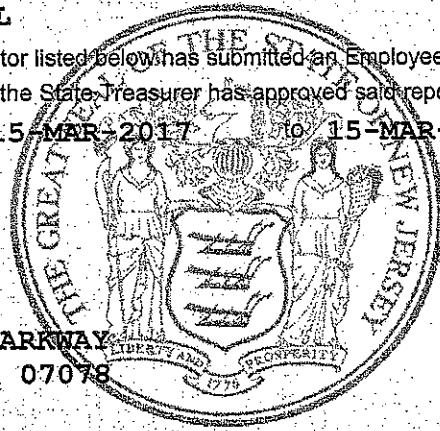
**For Office Use Only:**  
20110805151010564

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

## RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2017** to **15-MAR-2020**

**BUDD LARNER, PC**  
**150 JOHN F. KENNEDY PARKWAY**  
**SHORT HILLS NJ 07078**



*Ford M. Scudder*

FORD M. SCUDDER  
 State Treasurer

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

City Clerk File No. Res. 18-881

Agenda No. 10. X

Approved: SEP 26 2018

TITLE:



**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW OFFICE OF CLEARY GIACOBBE ALFIERI JACOBS, LLC TO REPRESENT FORMER MAYOR JERRAMIAH HEALY AND THE CITY OF JERSEY CITY IN THE MATTER OF VALERIE MONTONE/JOHN ASTRIAB V. CITY OF JERSEY CITY, ET AL.**

**COUNCIL**

offered and moved adoption of the following resolution:

**WHEREAS**, the Municipal Council of the City of Jersey City (City) approved Resolution 18-409 on April 25, 2018 authorizing a one year professional services agreement effective as of February 23, 2018 in the amount of \$100,000.00 with the law office of Cleary Giacobbe Alfieri Jacobs, LLC, as counsel to represent the City in the matter of Valerie Montone/John Astriab v. City of Jersey City et al.; 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. (the Pay-to-Play Law); and

**WHEREAS**, all funds have been expended and it is necessary to amend the contract to increase it by an additional \$100,000.00 as the City continues to litigate this matter; and

**WHEREAS**, Cleary Giacobbe Alfieri Jacobs, LLC will provide these services at an hourly rate of \$150.00, including expenses; and

**WHEREAS**, such 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**, an encumbrance of \$50,000.00 is available in Account No. 18-01-201-23-210-312.

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

1. The above recitals are incorporated herein by reference;
2. The contract with the office of Cleary Giacobbe Alfieri Jacobs, LLC is amended to increase the contract amount by an additional \$100,000.00 for a total contract amount of \$400,000.00;
3. The Mayor or Business Administrator is hereby authorized to execute the Second Amendment to the Agreement attached hereto;
4. Notice of this amendment shall be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I, Donna Mauer hereby certify that there are sufficient funds available in Account No.: 18-01-201-23-210-312 for payment of this resolution. P.O. No. 130439 50,000.00

smck 9/17/18

Donna Mauer, Chief Financial Officer

APPROVED: MB  
8.28.18

APPROVED: MB  
Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.26.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW OFFICE OF CLEARY GIACOBBE ALFIERI JACOBS, LLC TO REPRESENT FORMER MAYOR JERRAMIAH HEALY AND THE CITY OF JERSEY CITY IN THE MATTER OF VALERIE MONTONE/JOHN ASTRIAB V. CITY OF JERSEY CITY, ET AL.**

**Project Manager**

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	201-547-4667	Pbaker@jcnj.org

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

**Contract Purpose**

Funds have been expended so it is necessary to amend resolution no. 18-409 increasing the contract amount by an additional \$100,000 as counsel continues to litigate this matter.

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

Account Number 18-01-201-23-210-312  
\$100,0000

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

One Year

**Type of award**

Direct/Open

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

Date

9/18/18



**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW OFFICE OF CLEARY GIACOBBE ALFIERI JACOBS, LLC TO REPRESENT FORMER MAYOR JERRAMIAH HEALY AND THE CITY OF JERSEY CITY IN THE MATTER OF VALERIE MONTONE/JOHN ASTRIAB V. CITY OF JERSEY CITY, ET AL.**

This First Amendment of Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 between the City of Jersey City (City) and the law office of Cleary Giacobbe Alfieri Jacobs, LLC;

WHEREAS, Resolution 18-409, approved on February 23, 2018, authorized a professional services agreement with the law office of Cleary Giacobbe Alfieri Jacobs, LLC to represent former Mayor Jerramiah Healy and the City in the matter of Valerie Montone/John Astriab v. City of Jersey City; and

WHEREAS, Resolution 18-409 authorized a professional services contract in an amount not to exceed \$100,000.00 and for a term of 12 months effective as of February 23, 2018; and

WHEREAS it is necessary to increase the contract amount by an additional **\$100,000.00** for a total contract amount of \$200,000.00.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein the parties agree as follows:

1. The contract with the law office of Cleary Giacobbe Alfieri Jacobs, LLC authorized by Resolution 18-409, approved on February 23, 2018, is amended to increase the contract by an additional \$100,000.00 for the services associated with representing former Mayor Jerrmiah Healy and the City in the matter of Valerie Montone/John Astriab v. City of Jersey City;

2. All other terms, covenants, conditions, rights and liabilities of the parties as set forth in the Professional Services Agreement with Cleary Giacobbe Alfieri Jacobs, LLC dated February 23,

2018 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the City of Jersey City by its Mayor or Business Administrator and Cleary Giacobbe Alfieri Jacobs, LLC, have executed this First Amendment to the Agreement and affixed their corporate seal thereto the day, month and year first above written.

**ATTEST:**

**CITY OF JERSEY CITY**

---

**ROBERT BYRNE**  
City Clerk

---

**BRIAN PLATT**  
Business Administrator

**ATTEST:**

**CLEARY GIACOBBE ALFIERI  
JACOBS, LLC**

XR

4-11-14

# EEO/AFFIRMATIVE ACTION REQUIREMENTS

## Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative action  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. #201-547- 4533  
Fax# 201-547-5088  
E-mail Address: [abuanJ@jonj.org](mailto:abuanJ@jonj.org)

RECEIVED  
2018 MAR 26 PM 3:14  
CITY OF JERSEY CITY  
LAW DEPARTMENT

(REVISED 4/13)

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

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

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

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

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

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

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

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

**EXHIBIT A (Continuation)**

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

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

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

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

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

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

Representative's Name/Title (Print) Richard A. Gantner, Esq.

Representative's Signature: 

Name of Company: Cleary Giacobbe Alfieri Jacobs LLC

Tel. No.: 973-845-6700

Date: 3/20/2018

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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all costs 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 entire amount 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 other relevant law.

Representative's Name/Title: Richard A. Gantner, Esq.

Representative's Signature: \_\_\_\_\_

Name of Company: Cleary/Giacobbe Alfieri Jacobs LLC

Tel. No.: 973-845-6700

Date: 3/25/2018

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

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

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

Business Name : Cleary Giacobbe Alfieri Jacobs LLC  
Address : 169 Ramapo Valley Road; Upper Level 105, Oakland, NJ 07436  
Telephone No. : 973-845-6700  
Contact Name : Richard A. Gantner, Esq.

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.

**OFFICE OF EQUAL OPPORTUNITY COPY**

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

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that \_\_\_\_\_ (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: Cleary, Giacobbe, Alfieri, Jacobs, LLC.

Signed: [Signature] Title: Partner

Print Name: Richard A. Gantner Date: 3/22/2018

Subscribed and sworn before me  
this 20<sup>th</sup> day of March, 2018.  
My Commission expires:

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

**MAUREEN O. NALLY**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires 12/24/18**

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



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

**Part I -- Vendor Affirmation**

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

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

**Part II -- Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Nome 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: Cleary Giacobbe Alfieri Jacobs LLC

Signature of Affiant: [Signature] Title: Partner

Printed Name of Affiant: Richard A. Gantner Date: 3/20/2018

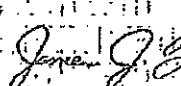
Subscribed and sworn before me this 10<sup>th</sup> day of March, 2018.

My Commission expires:

[Signature]  
(Witnessed or attested by)  
(Seal)

**MAUREEN O. NALLY  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 12/24/18**



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 287 TRENTON, NJ 08646-0287
TAXPAYER NAME: <b>CLEARY GIACOBBE ALFIERI &amp; JACOBS LLC</b>	TRADE NAME:	
ADDRESS: <b>955 STATE HWY 34 STE 200 MATAWAN NJ 07747-8108</b>	SEQUENCE NUMBER: <b>1598238</b>	
EFFECTIVE DATE: <b>11/03/10</b>	ISSUANCE DATE: <b>09/20/17</b>	
 Director New Jersey Division of Revenue		
FORM-BRC This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		


Certification 45751

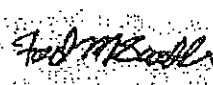
## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

**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-2017** to **15-NOV-2020**

**CLEARY GIACOBBE ALFIERI & JACOBS, LLC**  
**955 STATE HIGHWAY 34, SUITE 200**  
**MATAWAN NJ 07747**



  
**FORD M. SCUDDER**  
 State Treasurer

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

City Clerk File No. Res. 18-882

Agenda No. 10.Y



## WITHDRAWN

### RESOLUTION RATIFYING AND RENEWING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF FLORIO, KENNY, RAVAL, L.L.P. TO ACT AS THIRD - PARTY HEARING OFFICERS FOR THE CITY OF JERSEY CITY IN VARIOUS DISCIPLINARY ACTIONS

#### COUNCIL

offered and moved adoption of the following resolution:

**WHEREAS**, the Municipal Council of the City of Jersey City approved Resolution No. 17-063 on January 25, 2017 ratifying a professional services agreement in the amount of \$25,000 with the Law Firm of Florio, Kenny, Raval, L.L.P. effective April 1, 2016 to represent the City of Jersey City ("City") in various union negotiations; and

**WHEREAS**, the City continues to need the service of special counsel to represent the City in various union negotiations; and

**WHEREAS**, Florio, Kenny, Raval, L.L.P. possesses the skills and expertise to perform these services; and

**WHEREAS**, N.J.S.A. 40 A: 11-15 limits the term of a professional services contract to twelve months; and

**WHEREAS**, the City is renewing the contract with Florio, Kenny, Raval, L.L.P. for one year term effective April 1, 2018 and increasing the contract by an additional \$75,000; and

**WHEREAS**, this contract is made in accordance with the "fair and open process" of the Pay to Play Law; and

**WHEREAS**, an encumbrance in the amount of **\$15,000.00** is available in Account No.: **18-01-201-20-155-312**; and

**WHEREAS**, Florio, Kenny, Raval, L.L.P. 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 resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The agreement with the law firm of Florio, Kenny, Raval, L.L.P. is hereby reauthorized for a one year period effective **April 1, 2018**, for a total contract amount of **\$75,000**; and
2. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.

City Clerk File No. Res. 18-882Agenda No. 10.Y

TITLE:

**RESOLUTION RATIFYING AND RENEWING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF FLORIO, KENNY, RAVAL, L.L.P. TO ACT AS THIRD - PARTY HEARING OFFICERS FOR THE CITY OF JERSEY CITY IN VARIOUS DISCIPLINARY ACTIONS**

3. Subject to such modification as the Corporation Counsel deems appropriate or necessary, the Mayor or Business Administrator is authorized to execute the professional services agreement 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. 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.;

6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution; and

7. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the agreement after the expenditure of funds encumbered in 2018 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2018 fiscal year permanent budget and in the subsequent fiscal year budget.

I, Donna Mauer hereby certify that there are sufficient funds available in **Account No.: 18-01-201-20-155-312** for payment of this resolution. P.O. NO. 130531 15,000

  
Donna Mauer, Chief Financial Officer

xxr  
09/04/2018

JMcK

9/4/18

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

APPROVED: \_\_\_\_\_  
Business Administrator Corporation Counsel

**WITHDRAWN**

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION RATIFYING AND RENEWING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF FLORIO, KENNY, RAVAL, L.L.P. TO ACT AS THIRD-PARTY HEARING OFFICERS FOR THE CITY OF JERSEY CITY IN VARIOUS DISCIPLINARY ACTIONS**

**Project Manager**

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	201-547-4667	Pbaker@jcnj.org

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

**Contract Purpose**

To act as third-party hearing officers for the City of Jersey City in various disciplinary actions.

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

Law Department Funds  
18-01-201-20-155-312  
\$75,000.00

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

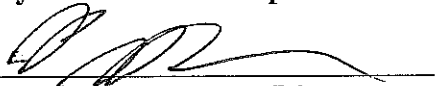
One Year

**Type of award** Fair/Open

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

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

9/18/18  
Date

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

City Clerk File No. Res. 17-063  
Agenda No. 10.Z.7  
Approved: JAN 25 2017  
TITLE:



## RESOLUTION RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF FLORIO, KENNY, RAVAL, L.L.P. TO ACT AS THIRD-PARTY HEARING OFFICERS FOR THE CITY OF JERSEY CITY IN VARIOUS DISCIPLINARY ACTIONS

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City (City) required the services of special counsel to act as a third-party hearing officers for the City in various disciplinary actions; and

WHEREAS, the Corporation Counsel recommended the appointment of special counsel as a hearing officer for the City; and

WHEREAS, these services qualified as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, in September 2015, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, Florio, Kenny, Raval, L.L.P. submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, Florio, Kenny, Raval, L.L.P. agreed to provide these services at an hourly rate of \$150.00 per hour, including expenses, for a total contract amount not to exceed \$25,000; and

WHEREAS, Florio, Kenny, Raval, L.L.P., possessed the skills and expertise to perform these services; and

WHEREAS, this contract was made in accordance with the "fair and open process" of the Pay-to-Play Law; and

WHEREAS, Florio, Kenny, Raval, L.L.P. 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, a temporary encumbrance in the amount of \$10,000 is available in Account No. 17-01-201-20-155-312; and

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

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

1. A one year contract effective as of April 1, 2016 with the law firm of Florio, Kenny, Raval, L.L.P. is hereby ratified for a total contract amount not to exceed \$25,000, including expenses;
2. This contract is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40a:11-1 et seq.;

TITLE:

**RESOLUTION RATIFYING A PROFESSIONAL SERVICES AGREEMENT  
WITH THE LAW FIRM OF FLORIO, KENNY, RAVAL, L.L.P. TO ACT AS  
THIRD-PARTY HEARING OFFICERS FOR THE CITY OF JERSEY CITY IN  
VARIOUS DISCIPLINARY ACTIONS**

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

4. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modifications 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. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2017 fiscal year permanent budget; and

7. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I hereby certify that there are sufficient funds available in Account No.: 17-01-201-20-155-312 for payment of this resolution. P.O. # 123468

Donna Mau  
Donna Mau, Chief Financial Officer

sgp  
12/14/16

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

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

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk



## **Outside Counsel Agreement**

This Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2018 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Florio, Kenny Raval, L.L.P., 5 Marine View Plaza, Suite 103, Hoboken, New Jersey 07030, ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel to act as a third-party hearing officers for the City of Jersey City in various disciplinary actions.

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### **I. CONFLICTS OF INTEREST**

#### **A. Initial Conflicts Check.**

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

#### **B. City Conflicts.**

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

**C. Continuing Obligation.**

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

**D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.**

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel,

will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

## **II. WORKING RELATIONSHIP**

### **A. Identification of Objectives/Relationship Attorney.**

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

### **B. Early Case Assessment/Cost Assessment.**

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

**C. Staffing.**

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time

has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

**D. Settlement.**

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

**E. Media Relations/Law Firm Advertising.**

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

**F. Engagement of E-Discovery and Other Vendors, Including Experts.**

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

**G. Adherence to Ethical Standards.**

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

**H. Gratuities.**

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

**I. Malpractice Insurance.**

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

**J. File Retention.**

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

**III. Billing**

**A. Rates.**

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$75,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates

applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

**B. Invoicing Policy.**

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.



The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

**C. Invoice Format.**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file', 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

**D. Acceptable Fees/Charges.**

**Overhead charges may not be billed.** The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)

- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

**E. Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

**F. Out-of-pocket costs must be itemized and passed through with no markup.**

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

**G. Prohibited disbursements.**

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental

- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

#### H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

#### I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

#### J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

**K. Reimbursement of Meals for Overnight Travel.**

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

**L. Maintenance of Expense Records.**

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

**M. Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

**N. Vendor discounts must be passed through.**

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

**IV. CONFIDENTIALITY**

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Counsel's offices--either physically or over the public

internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

#### **V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

Outside Counsel 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 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.

## **VI. TERMINATION**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

## **VII. GENERAL TERMS**

### **A. Governing Law/Jurisdiction.**

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

### **B. Counterparts Clause.**

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

**Attest:**

**City of Jersey City**

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

\_\_\_\_\_  
**Brian Platt**  
**Business Administrator**

**WITNESS:**

**Florio Kenny Raval, L.L.P.**

\_\_\_\_\_  
**By:**  
**Firm:**

## APPENDIX A

### CONFIDENTIALITY AGREEMENT

\_\_\_\_\_, (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated \_\_\_\_\_, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: \_\_\_\_\_

By: \_\_\_\_\_

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

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



(REVISED 4/13)

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

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

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

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

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

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

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

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

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**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Edward J. Florio, Senior Partner

Representative's Signature: \_\_\_\_\_

Name of Company: FLORIO ♦ KENNY ♦ RAVAL, L.L.P.

Tel. No.: (201) 659-8011

Date: 6/13/2018

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

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

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

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

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

Representative's Name/Title (Print): Edward J. Florio, Senior Partner  
Representative's Signature: \_\_\_\_\_  
Name of Company: FLORIO ♦ KENNY ♦ RAVAL, L.L.P.  
Tel. No.: (201) 659-8011 Date: 6/13/2018

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

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

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

Business Name : FLORIO ♦ KENNY ♦ RAVAL, L.L.P.

Address : 5 Marine View Plaza- Suite 103, Hoboken, NJ 07030

Telephone No. : (201) 659-8011

Contact Name : Edward J. Florio

Please check applicable category :

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

☐ Woman Owned business (WBE)      ☒ Neither

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

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

**Part I – Vendor Affirmation**

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

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavatro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jernaine Robinson

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

☐ Partnership    ☐ Corporation    ☐ Sole Proprietorship    ☐ Subchapter S Corporation  
☐ Limited Partnership    ☐ Limited Liability Corporation    ☒ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Edward J. Florio	28 Wilber Terrace, Bloomfield, NJ 07003
Bernard F. Kenny, Jr.	1022 Bloomfield St, Hoboken, NJ 07030
Nita G. Raval	67 13th Avenue, Elmwood Park, NJ 07407

**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: FLORIO ♦ KENNY ♦ RAVAL, L.L.P

Signature of Affiant: \_\_\_\_\_ Title: Senior Partner

Printed Name of Affiant: Edward J. Florio Date: 6/13/2018

Subscribed and sworn before me this 13<sup>th</sup> day of June, 2018

Yessica Pena  
(Witnessed or attested by)

My Commission expires:

(Seal)

**YESSICA PENA**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 12/5/2022

**YESSICA PENA**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 12/5/2022

# 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:	FLORIO ♦ KENNY ♦ RAVAL, L.L.P.		
Address:	5 Marine View Plaza, Suite 103		
City:	Hoboken	State:	NJ
Zip:	07030		

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.

	Edward J. Florio	Senior Partner
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.

[illegible]☐ Check here if the information is continued on subsequent page(s)

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

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that FLORIO ♦ KENNY ♦ RAVAL, L.L.P (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding June 13, 2018 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract FLORIO ♦ KENNY ♦ RAVAL, L.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: FLORIO ♦ KENNY ♦ RAVAL, L.L.P

Signed: \_\_\_\_\_ Title: Senior Partner

Print Name: Edward J. Florio Date: 6/13/2018

Subscribed and sworn before me  
this 13<sup>th</sup> day of June, 2018

My Commission expires:

Yes P

(Affiant)  
Edward J. Florio, Senior Partner  
(Print name & title of affiant) (Corporate Seal)

**YESSICA PENA**  
**NOTARY PUBLIC OF NEW JERSEY**  
My Commission Expires 12/5/2022

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

Certification 14952

**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-AUG-2014** to **15-AUG-2021**

**FLORIO & KENNY L.L.P.  
5 MARINE VIEW PLAZA  
HOBOKEN**

**NJ 07030**



  
Andrew P. Sidamon-Eristoff  
State Treasurer





# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	ELORIO & KENNE
Trade Name:	
Address:	5 MARINE VIEW PLAZA SUITE 103 HOBOKEN, NJ 07030
Certificate Number:	1179768
Effective Date:	September 19, 2005
Date of Issuance:	August 25, 2011

For Office Use Only:  
20110825104121368

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

City Clerk File No. Res. 18-883

Agenda No. 10.2

Approved: SEP 26 2018

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF AN ARCHITECTURAL AND ENGINEERING SERVICES CONTRACT TO COPPA MONTALBANO ARCHITECTS IN CONNECTION WITH SCHEMATIC DESIGN, DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE NEW NORTH DISTRICT POLICE PRECINCT, PROJECT NO. 2017-004 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

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

**WHEREAS**, the City of Jersey City (City) requires the services of a consulting architectural firm in connection with schematic design, design development, construction documents and construction administration for the New North District Police Precinct to be located on Central Avenue, Jersey City, New Jersey; and

**WHEREAS**, the City publicly advertised a Request for Proposals (RFP) for Architectural/Engineering Services through the fair and open process; and

**WHEREAS**, fourteen (14) responses were received from firms and evaluated as to their qualifications to provide these services. Proposals were received from:

<u>Name of Firms</u>	<u>Total Fee</u>
1. Coppa Montalbano Architects	\$ 695,000.00
2. Helena Ruman Architects	\$ 861,500.00
3. Netta Architects	\$ 964,475.00
4. Clarke Canton Hintz	\$1,051,913.00
5. USA Architects	\$1,069,042.50
6. RSC Architects	\$1,080,000.00
7. SBLM Architects	\$1,190,285.00
8. The Goldstein Partnership	\$1,192,500.00
9. Urbahn Architects	\$1,202,431.00
10. H2M Architects & Engineers	\$1,225,000.00
11. LiRO Architects & Engineers	\$1,581,624.00
12. Robbie Conley Architects	\$1,581,624.00
13. The Musial Group	\$1,636,675.00
14. Politi + Siano Architects	\$2,149,444.00

**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**, Coppa Montalbano Architects, 97 Lackawanna Avenue, Totowa, New Jersey 07512, possesses the necessary qualifications to undertake this project and has submitted the attached proposal dated January 11, 2018; and

**WHEREAS**, Coppa Montalbano 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 Police General Building - Capital Account:

04-215-55-149-990

P.O. No. 130453

\$695,000.00

City Clerk File No. Res. 18-883Agenda No. 10.7 SEP 26 2018

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF AN ARCHITECTURAL AND ENGINEERING SERVICES CONTRACT TO COPPA MONTALBANO ARCHITECTS IN CONNECTION WITH SCHEMATIC DESIGN, DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE NEW NORTH DISTRICT POLICE PRECINCT, PROJECT NO. 2017-004 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

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

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

1. The Mayor or Business Administrator is authorized to execute an architectural and engineering services agreement in substantially the form of the attached with the firm of Coppa Montalbano Architects for a lump sum fee not to exceed SIX HUNDRED NINETY-FIVE THOUSAND 00/100 DOLLARS (\$695,00.00) for the contract period of thirty-six (36) months;
2. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008, attached hereto, shall be placed on file with this resolution; and
3. The award of this contract shall be subject to the condition that Coppa Montalbano Architects provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certifies that these funds are available for this expenditure in Account No. 04-215-55-149-990 for payment of the above Resolution.

September 4, 2018

JMcK/ab

9/7/18

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

APPROVED AS TO LEGAL FORM

APPROVED: 11/6

Business Administrator

[Signature]  
Corporation Counsel

Certification Required ☐

Not Required ☐

**APPROVED 8-1**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.2.618											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO		✓		ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE AWARD OF AN ARCHITECTURAL AND ENGINEERING SERVICES CONTRACT TO COPPA MONTALBANO ARCHITECTS IN CONNECTION WITH - SCHEMATIC DESIGN, DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE NEW NORTH DISTRICT POLICE PRECINCT, PROJECT NO. 2017-004 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

**Project Manager**

Department/Division	Administration	Architecture
Name/Title	Brian F. Weller, L.L.A., A.S.L.A.	Director
Phone/email	(201) 547-5900	Wellerb@cnj.org

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

**Contract Purpose**

The services of an architectural/engineering consultant is needed for schematic design, design development, construction documents and construction administration services for the New North District Police Precinct to be located on Central Avenue.

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

**General Buildings – Capital Account**  
04-215-55-149-990 – \$695,000.00

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

The term of this will be thirty-six (36) months, which is authorized pursuant to N.J.S.A., 40A:11-15 (9) after award of the contract.

Type of award

If "Other Exception", enter type

**Additional Information**

Professional design services to be included in this Contract will encompass the following disciplines:

1. Schematic Design;
2. All required Site Permitting/Building Analysis
3. Architectural/Mechanical/Electrical/Plumbing Design;
4. Construction Drawings and Specifications; and
5. Construction Administration and Submittal Review

I certify that all the facts presented herein are accurate.

  
Signature of Division Director

9.6.18  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE

MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305  
P: 201 547 5900



BRIAN D. PLATT  
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : September 4, 2018

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director, Division of Architecture *BFW*

SUBJECT : New North District Police Precinct  
Project No. 2017-004  
Re: Coppa Montalbano Architects

Attached for your consideration is the Resolution authorizing the award of a contract to Coppa Montalbano Architects in connection with schematic design, design development, construction documents and construction administration services for the New North District Police Precinct project. Coppa Montalbano Architects services include the following:

1. Schematic Design;
2. All required Site Permitting and Building Analysis;
3. Architectural/Mechanical/Electrical/Plumbing Design;
4. Construction Drawings and Specifications; and
5. Construction Administration and Submittal Review

If you need any additional information, please do not hesitate to call.

ab

c: Peter Folgado, RPPO, QPA, Purchasing Agent

Agreement made this      day of                          , 2018 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey, located at 280 Grove St., Jersey City, New Jersey 07302 ("City") and **Coppa Montalbano Architects LLC, 97 Lackawanna Avenue, Totowa, New Jersey 07512** ("Partner" or "Consultant").

**WHEREAS**, the Consultant submitted a proposal dated January 11, 2018 (“Consultant’s Proposal”), in the amount of **Six Hundred Ninety-Five Thousand Dollars and Zero Cents (\$695,000.00)**, attached hereto; and

**WHEREAS**, the City approved Resolution No. \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_ awarding a professional services contract to the Consultant;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

COPY

## ARTICLE I

### Purpose of Agreement

The purpose of this agreement is for Consultant to provide the City with professional services for the New North District Police Precinct project, in particular Design, Design Development, Construction Documents and Construction Administration.

## ARTICLE II

### Scope of Services

1. Consultant shall perform for the City all required professional services in accordance with this Agreement and Consultant's Proposal, which is attached hereto and incorporated herein by reference. This Agreement and Consultant's Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of Consultant's Proposal, the provisions of this Agreement shall govern over the provisions of Consultant's Proposal.

2. Such described services shall be performed within a period of **thirty-six (36) months** after execution of this Agreement, unless additional time is agreed to in writing by the City.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified unless such modifications are produced in writing and signed by authorized representatives of the City and Consultant. Any modifications, which increase the compensation of Consultant, may require the prior authorization of the governing body of the City.

**ARTICLE III**  
**Contractual Relationship**

4. In performing the services under this Agreement, Consultant shall operate and have status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

5. Consultant shall perform the services under this Agreement in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**ARTICLE IV**  
**Compensation and Payment**

6. Compensation for the performance of design and professional services described in this Agreement will be in accordance with Consultant's Proposal, i.e., a fixed fee contract in the amount of **Six Hundred Ninety-Five Thousand Dollars and Zero Cents (\$695,000.00)**. Hourly rates shall include all overhead costs (see Acceptable Fees/Charges, below), none of which shall be included in disbursements.

- Fixed Fee Contracts: Consultant shall provide all necessary materials, labor, equipment, and facilities, except as specified herein to be furnished by the City, and shall do all that which is necessary or incident to the satisfactory and timely performance of the Agreement. The Consultant may submit invoices not more frequently than monthly, based on the work performed under this Agreement.
- Time and Material Contracts: Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action



taken and the subject matter. Absent a specific agreement to an alternative fee arrangement, fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour.

Every invoice from Consultant is deemed to be a certification by Consultant that all services and disbursements reflected on the invoice are reasonable for the project involved and necessary for the proper provision of services to the City. The City reserves the right to audit all fee and disbursement details that Consultant submits. The City will promptly terminate the services of any Consultant whose billing practices raise questions about the Consultant's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

It is important to note that pursuant to N.J.S.A. 40A:5-16, the City is prohibited from paying for goods or services before they have been provided. Payment invoices may be on an hourly basis (time and material), monthly installment basis (fixed fee), or other form acceptable to the City. In all scenarios, a detailed scope of completed work must be submitted to the City, and reviewed and approved by the Business Administrator or his authorized designee before payment can be made.

In addition to the Consultant's invoice, the Consultant shall execute a Partial Payment Voucher supplied by the City, for each application for payment.

The acceptance by the Consultant of any partial payment shall be and shall operate as a release to the City of all claims and all liability to the Consultant for all things done or furnished in connection with this payment and for every act and negligence of the City and others relating to or arising out of this work.

The Consultant will be entitled to monthly payments for services supplied in the previous month. Invoices are to be issued on or before the first of each month for approval by the Municipal Council on the fourth Wednesday of the month invoiced. Failure of the City to satisfy this schedule shall not entitle the Consultant to interest charges, penalties or any other type of escalation of the invoiced amount.

As noted above, request for payments to the Consultant shall be submitted for approval by the City Council after the Business Administrator or his authorized designee verifies the information submitted by the Consultant and executes the partial payment voucher. Payments can only be made after approval by the City Council.

#### **Acceptable Fees/Charges**

Overhead charges may not be billed.

The City will not reimburse Consultant for basic support services, which the City deems to be part of Consultant's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading (by individuals other than the author(s) of the requested document(s))
- Maintenance of a calendar or tickler system
- Preparing budgets
- Office supplies
- Conference room charges

#### **Out-of-pocket costs must be itemized and passed through with no markup**

The City will reimburse Consultant for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Consultant's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit

and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group or disbursements without descriptions.

#### **Prohibited disbursements**

The City considers certain disbursements to be part of a Consultant's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

#### **Copying/scanning**

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Consultant or five cents per page. The City will reimburse for document scanning at Consultant's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

#### **Couriers and Overnight Mail**

The City will reimburse for actual charges billed to Consultant for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Consultant shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Consultant shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

**Travel Expenses**

Travel expenses must be first approved by the City.

**Maintenance of Expense Records**

To ensure compliance with the City's reimbursement policies, Consultant shall require itemization of out-of-pocket expenses. Expenses and receipts may be audited and shall be retained by Consultant in accordance with applicable IRS guidelines. Unless requested to do so by the City, Consultant shall not forward copies of expense receipts to the City with the invoices.

**Vendor discounts must be passed through**

If Consultant receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

7. Consultant shall submit to City monthly invoices showing the services performed and the charges therefore in proportion to the work completed as described in Consultant's Proposal. Monthly reports (including but not limited to, as appropriate, description of the work performed, analysis, photographs, etc.) must be attached to each invoice. Consultant understands that said invoices must be submitted to the governing body of City for approval prior to payment.

**Invoice Format**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Project name
- Date(s) services were performed
- A description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary.
- Timekeeper name or ID (if applicable)
- Timekeeper title or level (if applicable)
- Time entry to the nearest tenth (.10) of an hour (if applicable)

- Timekeeper rate (if applicable)
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

## ARTICLE V

### Insurance

8. Consultant shall purchase and maintain the required insurance during the term of this Contract. The Consultant shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Insurance requirements are as follows:

- 1.) Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage.
- 2.) Workers Compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.
- 3.) Automobile Liability in the amount of \$1,000,000 combined single limit.
- 4.) Professional Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate.

9. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance, shall be kept in force until submission of the Consultant's final invoice.

B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

10. Before commencing the work, the Consultant shall furnish the City certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number **New North District Police Precinct; Project No. 2017-004.**

## **ARTICLE VI**

### **Personnel of the Consultant**

11. Unless Consultant has otherwise received prior written authorization from the City, Consultant shall be responsible for all professionals and experts as may be required for the proper performance of the Agreement. The Consultant shall pay to any professionals and experts employed on the project monies commensurate with the professional services rendered by them. It is understood that all such personnel shall be engaged by the Consultant and not the City, and the Consultant alone is responsible for their work.

12. All personnel assigned to the Project by the Consultant shall be required to cooperate fully with personnel assigned to the Project by the City and in the event the Consultant's personnel fails to cooperate, the Consultant shall relieve them of their duties on the Project when mutually agreed by both, the City and the Consultant.

## **ARTICLE VII**

### **Progress Report**

13. Attached to the monthly invoices, Consultant shall prepare and send to the City on a monthly basis a Consulting Progress Report (see Section 7, above) giving the status of the Project. If progress is delayed for any reason, the Consultant shall state the reason for such delay in this report.

**ARTICLE VIII**  
**Suspension or Termination**

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

15. Suspension: City shall have the right to suspend this Agreement at any time, and for any reason, direct the Consultant to stop work under this contract for a period of time, upon seven (7) days written notice. The Consultant shall resume work as directed by the City, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the City for damages or extra remuneration except reasonable costs incurred by Consultant in connection with the suspension of work, and shall have no further claim against City with respect thereto.

**ARTICLE IX**  
**Arbitration**

16. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

17. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Architecture of the City or any claim or dispute covered by this Article.

**ARTICLE X**  
**Nondiscrimination**

18. In connection with the performance of work under this contract, the Consultant agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

**ARTICLE XI**  
**Compliance With Equal Employment Opportunity/Affirmative Action Plan**

19. If the Contract Agreement exceeds \$40,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

20. This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

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

- a. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report Approval, issued in accordance with N.J.A.C. 17:27-4; or



- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

## **ARTICLE XII**

### **Compliance With Americans With Disabilities Act of 1990**

22. Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Consultant is required to read Americans with Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The Consultant is obligated to comply with the Act and to hold the owner harmless.

## **ARTICLE XIII**

### **Indemnity**

23. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the City harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the Consultant is legally liable. Said agreement shall indemnify and defend the City and their respective employees and shall continue in full force for the applicable statute of limitations.

## **ARTICLE XIV**

### **Entire Agreement**

24. This agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein

expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

25. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

#### **ARTICLE XV**

#### **P.L. 2004, c.57 (N.J.S.A. 52:32-44)**

#### **MANDATORY BUSINESS REGISTRATION REQUIREMENTS**

#### **Non Construction Contracts**

26. P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40:11-2).

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates, and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this state, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of Section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

#### **ARTICLE XVI**

##### **City of Jersey City Contractor Pay-to-Play Reform Ordinance**

27. This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Consultant, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Consultant, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

#### **ARTICLE XVII**

##### **City of Jersey City Lobbyist Disclosure Ordinance**

28. This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of

lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

### **ARTICLE XVIII**

#### **Proprietary Information**

29. Consultant's proposal, this Agreement and all final deliverables may be made available to the public in accordance with law. Consultant may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the Consultant has a good faith legal and or factual basis for such assertion. The City reserves the right to make the determination as to what is proprietary or confidential, and will advise the Consultant accordingly. In the event of any challenge to the Consultant's assertion of confidentiality with which the City does not concur, the Consultant shall be solely responsible for defending its designation.

### **ARTICLE XIX**

#### **Works Made For Hire**

30. All designs and design concepts, and all plans, specifications, drawings, and other documents and materials of every kind whatsoever, and in whatever medium expressed, prepared and to be prepared by Consultant in connection with any aspect of this Project, and all rights (including copyright, trademarks, rights of use, and other proprietary rights) therein, shall be deemed "works made for hire" assigned to the City of Jersey City and shall be and remain the sole property of the City of Jersey City, whether or not this Agreement between City of Jersey City and Consultant continues, or is terminated, for any reason or no reason.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
on the date set forth above.

**CITY OF JERSEY CITY**

**ATTEST:**

\_\_\_\_\_  
BRIAN D. PLATT  
Business Administrator

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

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

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

**COPPA MONTALBANO ARCHITECTS**

**ATTEST:**

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

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

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
RAYMOND REDDINGTON  
Supervising Ass't. Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

\_\_\_\_\_  
MATT HOGAN  
Risk Manager



**CITY OF JERSEY CITY  
REQUEST FOR PROPOSALS:**

**ARCHITECTURAL AND ENGINEERING SERVICES FOR:**

**NEW NORTH DISTRICT POLICE PRECINCT**

**SUBMISSION DEADLINE:  
4:00 P.M.**

**January 11, 2018**

**ADDRESS ALL PROPOSALS TO:**

**Peter Folgado  
Purchasing Agent, RPPO, QPA  
394 Central Avenue, 3<sup>rd</sup> Floor  
Jersey City, N.J. 07307**

**Prospective vendors/consultants must download RFQ and all addenda from  
[www.Bidsync.com](http://www.Bidsync.com). Failure to download RFQ and acknowledge receipt of addenda shall  
result in qualifications rejection.**

**CITY OF JERSEY CITY, NJ  
DIVISION OF ARCHITECTURE**

**REQUEST FOR PROPOSALS**

**PURPOSE:** Architectural and Engineering Services  
for New North District Police Precinct

**DUE DATE:** 1/11/2018

**SECTION 1: GENERAL INFORMATION & SUMMARY**

**1.1 Organization Requesting Proposal**

City of Jersey City – Division of Architecture  
13 – 15 Linden Avenue East, 2<sup>nd</sup> Floor  
Jersey City, NJ 07305

**1.2 Contact Person**

Peter Folgado, RPPO, QPA  
Purchasing Agent  
Department of Administration/Division of Purchasing  
394 Central Avenue, 3<sup>rd</sup> Floor  
Jersey City, NJ 07307  
(201) 547-5156  
[Peterf@jcnj.org](mailto:Peterf@jcnj.org)

**1.3 Procurement Process**

This contract will be awarded as a professional services agreement using the "fair and open" process under the "New Jersey Local Unit Pay-to-Play Law", N.J.S.A. 19:44A-20.4 et seq.

The City Council will vote to approve a resolution awarding a contract to the Contractor for a sum not to exceed a specified amount and for a **term of thirty-six (36) months**. The contract term will be inclusive up to and including construction administration. (Refer to 4.4 Phases of Work).

**1.4 Contract Form**

If selected to provide services, it is agreed and understood that the Contractor shall be bound by the requirements and terms contained in this Request for Proposals (RFP) with regard to services performed, payments, indemnification, insurance, termination, and applicable licensing provisions.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the City of Jersey City (City) arising out of, or by reason of, the work done and materials furnished under this Contract.

**1.5 Informational Meeting**

There will be no informational meeting for this RFP process. However, after submission of Proposals, selected finalist will be required to give an in-person presentation regarding its approach, given by the actual team that the City will be working with.

**CITY OF JERSEY CITY, NJ  
DIVISION OF ARCHITECTURE**

**REQUEST FOR PROPOSALS**

**PURPOSE:** Architectural and Engineering Services  
for New North District Police Precinct

**DUE DATE:** 1/11/2018

**1.6 Submission Deadline**

Proposals must be submitted to, and be received by the Department of Administration/Division of Purchasing, via mail or hand delivery, by 4:00 p.m. prevailing time on January 11, 2018. Proposals will not be accepted by facsimile transmission or e-mail.

**1.7 Opening of Proposals**

Proposals shall be received and opened by the Purchasing Agent at 4:00 p.m. prevailing time on January 11, 2018 in the Division of Purchasing Conference Room, located at 394 Central Avenue, 3<sup>rd</sup> Floor, Jersey City, N.J. 07307.

**1.8 Definitions**

The following definitions shall apply to and are used in this Request for Proposals (RFP):

"City" - refers to the City of Jersey City.

"RFP" - refers to this Request for Proposals, including any amendments thereof or supplements thereto.

"Respondent" or "Respondents" - refers to the interested persons and/or firm(s) that submit a Proposal.

"Architectural Contractor" - refers to the persons and/or firm(s) that is awarded this contract; and that will provide Architectural and Engineering services for the design of the new North District Police Precinct.

"Construction Contractor" - refers to the General Contractor (GC) awarded the construction contract from publicly bid construction documents prepared by the "Architectural Contractor" to construct the new police station.

**1.9 Submission Address**

All proposals should be sent to:

**Peter Folgado, Purchasing Agent, RPPO, QPA  
Department of Administration/Division of Purchasing  
394 Central Avenue, 3<sup>rd</sup> Floor  
Jersey City, N.J. 07307**



**CITY OF JERSEY CITY, NJ  
DIVISION OF ARCHITECTURE**

**REQUEST FOR PROPOSALS**

**PURPOSE:** Architectural and Engineering Services  
for New North District Police Precinct

**DUE DATE:** 1/11/2018

**SECTION 2: INTRODUCTION AND GENERAL INFORMATION**

**2.1 Introduction and Purpose**

The City is seeking Proposals from qualified Respondents to provide specific Architectural and Engineering services.

**2.2 Fair and Open Process**

This contract will be awarded using the "fair and open" process under 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 services, while establishing a competitive environment to assure that each Respondent is provided an equal opportunity to submit a Proposal in response to the RFP. Proposals will be evaluated in accordance with the criteria set forth in Section 6 of this RFP, which will be applied in the same manner to each proposal received.

**2.3 Evaluation**

Proposals will be reviewed and evaluated by the Department of Administration and the Division of Architecture based on the specific criteria detailed in Section 6. The Proposals will be reviewed to determine if the Respondent has met the professional, administrative, and subject areas described in this RFP.

**2.4 Procurement Schedule**

The steps involved in the process and the anticipated completion dates are set forth in the Procurement Schedule below. The City reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

<u>Activity</u>	<u>Date</u>
1. Issuance of Request for Proposals	November 27, 2017
2. Receipt of Proposals	January 11, 2018
3. Completion of evaluation of Proposals	February 8, 2018
4. Award of Contract	February 21, 2018*

\* Anticipated Council Meeting for year 2018.

**CITY OF JERSEY CITY, NJ  
DIVISION OF ARCHITECTURE**

**REQUEST FOR PROPOSALS**

**PURPOSE:** Architectural and Engineering Services  
for New North District Police Precinct

**DUE DATE:** 1/11/2018

**2.5 Addenda or Amendments to RFP**

During the period provided for the preparation of Proposals, 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. Each Respondent is required to acknowledge receipt of all addenda by executing and submitting with its Proposal the "Acknowledgment of Receipt of Addenda". Failure to include the acknowledgement with the Proposal will result in rejection of the Respondent's Proposal. All Proposals shall be prepared with full consideration of the addenda issued prior to the Proposal submission date.

All communications concerning this RFP or the Proposal process shall be conducted through the City's Purchasing portal – BidSync.com. Responses to all questions will be forwarded as addenda to all prospective Respondents who have provided accurate and current contact information (mailing address, fax number, e-mail address), also via the BidSync portal.

No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any Respondent. Such request shall be through the City's Purchasing portal – BidSync.com. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the Proposal for goods and services.

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 Proposal specification 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.

**2.6 Rights of the 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 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 and to request additional information to support the information included in any Proposal.
- 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.

**CITY OF JERSEY CITY, NJ  
DIVISION OF ARCHITECTURE**

**REQUEST FOR PROPOSALS**

**PURPOSE:** Architectural and Engineering Services  
for New North District Police Precinct

**DUE DATE:** 1/11/2018

**2.7 Cost of Proposal Preparation**

Each Proposal 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 Proposal or other information required by the RFP.

**2.8 Written Proposal**

Prospective Respondents must submit a written Proposal in a format specified by the City. The required format is detailed in Section 3.

**2.9 Oral Presentation**

An oral presentation is not required for this RFP. However, after the selection process, finalist will be required to be available for an interview with the Selection Committee, taking place at City Hall, 280 Grove Street, (date and room TBD). At this interview, key personnel must be present to present their approach to accomplish this project.

**2.10 Additional Requirements**

Contractor is required to comply with requirements of P.L. 1975, c. 127, the Law Against Discrimination and with N.J.A.C. 17:27-1.1 et seq, the Affirmative Action Rules.

A party responding to this RFP must indicate what type of business organization it is e.g., corporation, partnership, sole proprietorship, or non-profit organization. If a party is a subsidiary or direct or indirect affiliate of any other organization, it must indicate in its proposal the name of the related organization and the relationship. If a party responding to this RFP is a corporation, it shall list the names of those stockholders holding 10% or more of the outstanding stock. If a party responding to this RFP is a partnership, it shall list the names of those partners owning 10% or more of the partnership.

Section 7 of this document describes general terms and conditions. Section 8 of this document contains required administrative forms which must accompany all Proposals. Exclusion of any required form is grounds for rejection of Proposals.

**CITY OF JERSEY CITY, NJ  
DIVISION OF ARCHITECTURE**

**REQUEST FOR PROPOSALS**

**PURPOSE:** Architectural and Engineering Services  
for New North District Police Precinct

**DUE DATE:** 1/11/2018

**2.11 Disposition of RFP**

Upon submission of a Proposal in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal:

- All Proposals shall become the property of the City and will not be returned.
- All Proposals will become public information at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with law.

**SECTION 3: WRITTEN PROPOSAL FORMAT**

Proposals must address all information requested in this RFP. Proposals 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.

**3.1 Mandatory Content**

Each Proposal submitted must contain the fourteen (14) sections described below:

- Title Page
- Table of Contents
- Executive Summary
- Scope
- Objectives
- Project Approach
- Project Organization
- Project Work Plan (including project organization, critical success factors and risks)
- Key Dates & Deliverables
- The City of Jersey City Responsibilities
- Staffing
- Assumptions
- Timing & Fees
- Appendices/Other

The information requested by the sectional format described above is further defined.

**CITY OF JERSEY CITY, NJ  
DIVISION OF ARCHITECTURE**

**REQUEST FOR PROPOSALS**

**PURPOSE:** Architectural and Engineering Services  
for New North District Police Precinct

**DUE DATE:** 1/11/2018

**3.2 Title Page**

The Proposal should include a title page, which identifies the project, the Respondent's firm, name of the Respondent's primary contact, address, telephone number, fax number and email address.

**3.3 Table of Contents**

The Respondent's Proposal should include a Table of Contents, which lists the titles and page numbers for each major topic and sub-topic contained in the Proposal.

**3.4 Executive Summary**

This section should include a summary of the key points and highlights of the Respondent's response and should discuss the pricing contained in the Proposal.

**3.5 Scope**

In this section of the Proposal, the Respondent should state what it believes to be the scope of the intended strategy within the City. If there are any gaps between what the Respondent believes should be the proper scope of the solution given all information known at the time of this RFP, the Respondent should clearly state these gaps in this section and clearly mark these concerns as such.

**3.6 Objectives**

In this section of the Proposal, the Respondent should state what it believes to be primary objectives for each element of the plan. Respondents may choose to offer suggestions to the City on how objectives for this type and size of a phased project should be measured throughout the life of the implementation, to ensure success in delivery of every business priority.

**3.7 Project Approach**

The Respondent should provide a detailed discussion of the proposed Project approach in this section (including assumptions being made). This approach should be directly based upon program validation through project closeout and post occupancy review. The Respondent's approach should cover in detail the full project process, from the drafting of technical designs to construction documents for the City to publicly advertise (bid) the construction project, and describe generally any sub-contracting initially foreseen (which is expected to be necessary). A discussion of the high-level tasks and key milestones should be described in this section, and tie directly to work plan deliverables. Additionally, Respondents should highlight any risks that they deem to be significant and that could lead to exceeding the allocated timeline/budget for the project; as well as propose mitigation measures.

**CITY OF JERSEY CITY, NJ  
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**3.8 Project Organization**

The Respondent should detail in this section the organizational structure it believes necessary to accomplish each phase of the project within the desired timeframe and budget. A more detailed subcontracting plan should be included in this section. A communication plan between the Respondent and the City should also be included. Support of, and utilization of Minority and Women Owned Business Enterprises, consistent with the City's policies, should be described.

Minimum qualifications for each Respondent team member and subcontracted firm should be identified. In addition, the time commitment (both percentage and number of hours) for each project phase and subcontracted firm.

**3.9 Project Work Plan**

In addition to providing a high-level project work plan, this section should describe each of the proposed phases, activities and tasks that the City should execute to achieve success. In addition to the tasks, it is assumed that the Respondent will identify the resources needed to complete the associated task, and that the resource identified will have been included in the project organizational structure. All assumptions that were made to complete the project plan should be documented in this section.

The work plan should present a picture of key activities, milestones, key dates etc. necessary to deliver this project. The City recognizes that each Respondent brings its own methodology and work plan.

**3.10 Key Dates & Deliverables**

The Respondent is required to submit with its Proposal; two sample construction plan sheets from a similar project, a schedule of the initial design development plan, design and construction documents, including but not limited to key dates for delivery of all documents/approvals to bid the project publicly that may include the following: initial plans and specifications, an initial list of permitting and approvals required for the project (including but not limited to permit requirements of the New Jersey Department of Environmental Protection (DEP) and the Jersey City Municipal Utilities Authority (JCMUA) permitting requirements. The Respondent should include further requirements as required for construction of the Project. After the Municipal Council awards the contract and City officials execute the contract, the contractor shall have forty-five (45) days to: 1) to make any necessary revisions to the preliminary design based on limited input from the Business Administrator and the Division of Architecture and 2) the full term for all deliverables for this contract shall be thirty-six (36) months.

**CITY OF JERSEY CITY, NJ  
DIVISION OF ARCHITECTURE**

**REQUEST FOR PROPOSALS**

**PURPOSE:** Architectural and Engineering Services  
for New North District Police Precinct

**DUE DATE:** 1/11/2018

**3.11 Jersey City Responsibilities**

In this section, the Respondent should clearly describe any assumptions relating to the responsibilities and/or commitments the Respondent is expecting of the City throughout the life of this project.

**3.12 Staffing**

A discussion of the project team should be contained in this section, including key members for the Respondent team and their respective roles (consistent with the Project Organization) as well as key subcontracted team members. The Respondent should state exactly the role the proposed Respondent team member will assume on each phase and detail the qualifications for the role that the team member possesses. (Include resumes for key team members in Section 3.15)

**3.13 Assumptions**

In this section, Respondents should state any assumptions being made relating to any part of the Proposal or project strategy.

**3.14 Timing and Fees**

In this section, please describe the timing and associated fees the Respondent is proposing for the implementation. Respondents should be sure to include all expenses associated with delivery, in addition to professional fees. Respondents should identify hourly participation and hourly fees by specific personnel.

**It is important to note that pursuant to N.J.S.A 40A:5-16, the City is prohibited from paying for goods or services before they have been provided. Therefore, any proposals which specify payment upon contract signing will be deemed unresponsive and rejected.**

**3.15 Appendices/Other**

This section should include at minimum: Respondent qualifications, references and resumes, sample work from previously designed and managed projects including an existing conditions plan, construction plan, detail sheet, concrete specification section and gypsum wall assembly. If Respondents think that other materials are necessary (such as promotional literature, white papers, etc) they should provide them in a separate document clearly labeled "Additional Materials" in order to adhere to the 50-page maximum guideline for proposal length. Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation.

**CITY OF JERSEY CITY, NJ  
DIVISION OF ARCHITECTURE**

**REQUEST FOR PROPOSALS**

**PURPOSE:** Architectural and Engineering Services  
for New North District Police Precinct

**DUE DATE:** 1/11/2018

**SECTION 4: SCOPE OF SERVICES**

**4.1 Introduction**

The City of Jersey City - Division of Architecture is seeking lump-sum Proposals responsive to the RFP for the professional services of an Architectural and Engineering Design Contractor for design and construction administration (program validation through project close out and post occupancy) of a new North District Police Precinct in Jersey City, New Jersey. **Priority will be given to firms with experience in Police Station and Parking Deck design.**

This project is being funded by the City's Capital Improvement Program. Respondents responding to this RFP are advised that Proposals are prepared at their own cost and expense. Respondents will be required to comply with all laws against discrimination, and with Affirmative Action rules. Respondents responding to this RFP are advised that all Proposals received carry a validity period of sixty (60) days from date of submission. Accordingly, all Proposals received may not be withdrawn for a period of sixty (60) calendar days without written consent of the City.

**4.2 Overview and Objectives**

The Architectural/Engineering drawings and specifications will be publicly bid to general contractors. The Architectural Contractor's Architectural/Engineering technical specifications will be incorporated with the City of Jersey City Division of Architecture (JCA) General and Supplementary Conditions, Bid Proposal forms and Equal Opportunity Requirements. The new address of the building that will be constructed has not been assigned. However, the property is located on Block 3702, Lot 32.

**4.3 Scope of Base Professional Services**

The scope of professional Architectural/Engineering services will include but not be limited to the following:

**Project Duration:** The project is to commence with the designation of the Architectural Contractor, and shall be organized to enable occupancy of the new police station within thirty-six (36) months thereafter. See 4.4 Phases of Work.

**Coordination with the Division of Architecture:** The Architectural Contractor is to collaborate and coordinate its efforts with the Division of Architecture, including the Division's full time inspector, as the City's lead representative.



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Chairing of Meetings & Preparation of Minutes: The Architectural Contractor will chair the Pre-Bid Conference, Pre-Construction Meeting, and the regular Project Progress Meetings, and will prepare and distribute the Minutes thereof. In addition to the above, the Architectural Contractor will allow for weekly site visits, and will issue reports on his findings.

LEED Services to achieve LEED Silver Certification, based on the most current rating system.

Technology Consulting Services must also be included in the Proposal.

The Respondents shall note and acknowledge any permits that may be required. In addition, since this project will be publicly funded, the site may be subject to state environmental laws mandating cultural resource investigations as a means of gauging potential or previously identified sensitivities. The Respondents may present these as an additional fee separate from their Lump Sum Proposals.

Special Note: The City wishes to emphasize to the Architectural Contractor the importance of comprehensive coordination with professional sub-contractors whom have demonstrated proven experience in the analysis and design of emergency services sites and structures. This should be organized as a TEAM effort, with professionals that can offer specialized expertise toward a project of this magnitude.

1. Architectural Design, including LEED, as coordinated with
2. Site/Civil/Landscaping Design;
3. Topographic and Geotechnical Site Survey;
4. Structural Design;
5. Mechanical/Electrical/Plumbing/Sprinkler Design;
6. Life Safety/Security/Fire Alarm/Technology Design;
7. Building Commissioning for LEED requirements.

The Scope of Work that is the basis of Respondent's Proposal encompasses several phases and tasks. Each phase of work will require specific contract deliverables to fully support and document the phase, in paper and electronic format, unless otherwise specifically spelled out in the description. The Contract between the Architectural Contractor and the City will provide for compensation based upon a lump-sum. All anticipated reimbursable expenses must be factored into Respondent's lump sum proposal, the City will not consider any other reimbursable expense, other than for additional work beyond the scope of this RFP, as requested by the City. Respondents are required to provide a breakdown of their lump-sum Proposals into phases as outlined under Compensation.

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**4.4 Phases of Work**

**A. SCHEMATIC DESIGN PHASE:**

**Attend Project Commencement:** Attend and participate in Project Kick-off Meeting: Architectural Contractor shall attend and participate in a Project Kick-off Meeting with the Division of Architecture and other City Officials. At this meeting, the City will review Architectural Contractor's Scope of Work, assist in the development of a Project Directory, help establish the Project Meeting schedule, and review all project procedures.

**Prepare Survey:** The Architectural Contractor shall survey the site by a NJ Licensed Surveyor, prepare topographic survey (CAD) drawings, and document existing conditions of the project areas (above and below grade) for use and reference in preparing concepts, feasibility study and ultimately construction documents.

**Prepare Geotechnical Evaluation:** The Architectural Contractor shall prepare a geotechnical evaluation of the site, and this information (with boring logs), shall be made available to the City. The Architectural Contractor shall include in its Proposal, the cost of borings, drilling, sampling, and laboratory testing, will be accomplished in accordance with ASTM D-1586. The Architectural Contractor shall prepare and submit a Geotechnical Evaluation Report to summarize findings, and recommend footing and foundation types.

**Prepare Site Utility Investigation Analysis:** The Architectural Contractor shall visit the site for the purposes of verifying existing conditions. The Architectural Contractor shall also identify and evaluate the capacity of existing site utilities. "Will Serve" letters will immediately be issued to determine location, age, size, condition, and available capacity. The report will contain an inventory and mapping of existing utilities, written statements regarding the presence and available capacity of utilities, and an analysis of regulatory impacts. This Analysis will reveal whether the existing utilities are adequate to serve the Project.

**Prepare Traffic Engineering and Analysis:** The Architectural Contractor shall evaluate existing traffic conditions and analyze proposed ingress/egress, geometric design, and parking layouts to meet acceptable design standards, including recommendations for potential traffic mitigation improvements.

**Prepare Site Feasibility Report:** The Architectural Contractor will be responsible for preparing the Site Feasibility Report in close coordination with the Division of Architecture to summarize the topography, utilities, geotechnical, environmental, traffic, orientation, and neighborhood character. Provide analysis of all relevant factors to be taken into account, in order to test the extent of site potentials, constraints, space program, sustainability, LEED building technology to

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achieve LEED Silver (minimum) and the means of utilizing the budget to maximum effect. The Architectural Contractor will be responsible for preparation of the Preliminary Project Schedule to outline realistic time frames for design and construction.

**Prepare Site and Building Programming:** Conduct Programming interview with end users (coordinated with Division of Architecture) to establish the project design objectives, by making a list of needs, wants, and priorities in written and numerical form to develop a detailed work plan that will guide the Conceptual Site and Schematic Design process. The new building, but not limited to, shall be three (3) stories high, approximately 30,000 gross square feet and to be designed for a site that is approximately .5 acre. In addition, an attached or integrated parking structure for at least 175 vehicles shall be included in the design of the building.

**Generate Conceptual Site Designs:** Upon gathering of all necessary information, the Architectural Contractor shall generate up to three (3) different conceptual site plans for review with the City. Pros and Cons for each design shall be noted. The City will select one for development.

**Prepare Schematic Design Drawings:** Based upon selection of a conceptual site design and information gathered during meetings with the City, the Architectural Contractor shall prepare Schematic Site Plans, Elevations, and Sections, showing the key architectural and engineering features of the proposed building. Designs should intend to achieve LEED Silver Certification. Prepare project cut sheets for all proposed products, materials, equipment, finishes, methods and systems planned for the construction drawings to be incorporated into the project. Allow for attendance at four (4) meetings to discuss Conceptual Site and Schematic Design. Provide for at least two (2) alternate schemes for base Schematic design.

**Prepare Preliminary Outline Specifications:** In order for the Construction Cost Estimate to be accurate, it is essential that the a preliminary Outline Specifications be prepared. Therefore, Architectural Contractor's emphasis during this task will be to identify and describe each of the major materials, systems and assemblies required for the project, in sufficient detail to enable them to be adequately budgeted. Identify and be prepared to discuss any items that may have a disproportionate impact on the estimate.

**Prepare Preliminary Construction Cost Estimate:** Working from the Preliminary Budget developed during the Program Phase, the Schematic Design, and the Outline Specifications, the Architectural Contractor will develop a Preliminary Construction Cost estimate. This will enable the City to monitor budgetary requirements and to take appropriate corrective action if it does not.

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**Prepare Preliminary Project Schedule:** Utilizing a Critical Path Method (CPM) concept, prepare a Project Schedule based upon all information know to-date, cognizant of the City's desire to expedite the schedule whenever possible.

**Provide Contract Deliverables:** Five (5) sets of Schematic Design Drawings; Three (3) sets of Outline Specifications, with Cost Estimates & Project Schedule are due based on Project Meeting Schedule established at Project Kick-off Meeting.

**B. DESIGN DEVELOPMENT PHASE:**

**General:** In order to develop the project, additional work may be required of the Architectural Contractor, including but not limited to: Additional site visits (including as part of your Proposal); Recommendations for additional geotechnical tests and surveying (As part of your previous allowances requested above in "Programming"; Recommendations for exploratory investigations on existing structures (for additional fee, if needed).

**Confirm Utility Availability:** By this point in the project, the design will be advanced sufficiently to establish utility loads for the project. If those loads exceed the capacity of the services within the existing site, additional capacity will need to be arranged with the respective utility companies. In that case, Architectural Contractor will be asked to prepare load letters, requesting commitments for the requested service enhancements.

**Prepare Design Development Drawings:** Based upon information gathered during the previous phases, Architectural Contractor shall prepare the required Design Development Drawings to completely resolve detailed design and cost issues with best practice value engineering and primary guideline. All code adjustments required by the Building Department must be made accordingly to the Construction Documents. Please allow for four (4) meetings during this phase at the 25%, 50% and 75% milestones; and final with a maximum of two finish schemes or options, with one revision.

**Develop Commissioning Plan:** Architectural Contractor shall engage a Commissioning Agent to develop fundamental commissioning program in accordance with current LEED NC version in the category of Energy & Atmosphere; review City's project requirements and basis of design, as provided by design team; develop and incorporate commissioning requirements into the construction documents; develop and implement commissioning plan; verify installation and performance of the systems to be commissioned; and complete a summary commissioning report.

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**Prepare Design Development Cost Estimate:** The Design Development Estimate will be based on the Design Development Documents. Potential cost-saving measures and/or bid alternates will be identified and quantified. Where costs can be reduced through modifications in the schedule or scope of work, such modifications will be brought to the attention of the City.

**Updated Project Schedule:** Particular attention will be paid to assuring that the schedule accurately reflects not only the time required to construct the permanent improvements, but also the time required to construct the temporary works.

**Present Design Development Phase:** If requested beyond presentation to Division of Architecture, be prepared to present the Design Development Phase Design to parties having jurisdiction over the project.

**Provide Contract Deliverables:** Five (5) sets of Design Development Drawings, with Cost Estimates, Project Schedule and Renderings are due based on Project Meeting Schedule established at Project Kick-off Meeting.

**C. CONSTRUCTION DOCUMENTS:**

**Confirm Utility Availability:** Submit confirmation letters from any utilities for which such letters have not already been furnished. All required site design calculations, including drainage design computations, shall be completed by the Construction Document Phase.

**Prepare Construction Drawings:** Prepare the required Construction Plan Documents to include details required by the specific nature of this job. Prepare multiple General Construction Bid Packages as identified in the design schedule attached to this Scope of Work.

Prepare site/civil plans including earthwork/grading, drainage, site utilities, lighting, sidewalk/pavement/curb restoration, fencing, landscaping, and soil erosion sediment control at appropriate scales to clearly depict footprints of existing and proposed structures, site entrances, vehicular and pedestrian circulation, utilities, and other major features of the proposed building. Where appropriate, standard details and specifications for site work will be utilized to minimize design effort. The Architectural Contractor shall provide plans and specifications for all required Architectural construction and site utilities; satisfying all minimum criteria approved by City Representatives.

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**Prepare Project Specifications:** Complete the Specifications in accordance with the project requirements. Coordinate with the City's General Conditions and Bid Document requirements. All Documents shall be integrated into the Project Manual of Specifications prepared by the Architectural Contractor. **Contract specifications shall be in AIA MasterSpec format to maintain uniformity throughout the documents.**

**Prepare Final Construction Cost Estimate:** A Construction Cost Estimate will be prepared, based on the Construction documents. Bid Alternates will be clearly identified and their description will be finalized for inclusion in the Bid Form.

**Prepare Final Construction Schedule:** The aspects the City will be looking for, in its review of the final Construction Schedule will include:

- A bidding/award period coordinated with the City Council meeting schedule,
- Adequate allowances for the procurement of long lead time items,
- Inclusion of appropriate allowances for the construction and demolition of work, and
- Coordinate with the specifics of the Calendar Year.

**Present Final Design:** If requested beyond presentation to the Director of the Division of Architecture, be prepared to present the Design Development Phase Design to the parties having jurisdiction over the project, including the Planning Board.

**Respond to Plan Review Comments:** Architectural Contractor will be requested to respond, in writing, to any and all comments received from parties having regulatory jurisdiction over the project or parts thereof.

**Provide Contract Deliverables:** Four (4) signed and sealed sets of Final Plans & Specifications for filing purposes; one (1) electronic copy in PDF format on CD; Final Construction Cost Estimate and Construction Schedule are due based on Project Meeting Schedule established at Project Kick-off Meeting.

**D. BIDDING:**

**Attend Pre-Bid Conference:** Architectural Contractor shall attend any Pre-Bid Conference, and will take note of any issues raised there that might affect or require clarification of the Construction Documents.

**Prepare Addenda:** Architectural Contractor shall prepare Addenda, as required, to clarify applicable portions of the Construction Documents, and will issue them within the time constraints of the Bid Period.

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**Attend Bid Opening:** Architectural Contractor shall attend the Bid Opening, and will tabulate the bids with the City. Graph and analyze the Base Bids and Alternate Bids to make them easier to understand.

**Assist in reviewing the Bids:** In conjunction with the City, the Architectural Contractor shall review the bids from the responsive bidders and develop a written recommendation for contract award.

**Review Construction Contract:** Architectural Contractor shall review the Construction Contract to re-familiarize itself with those aspects which Architectural Contractor will be responsible for administering during the Construction Administration Phase.

**Prepare Conformed Drawings:** Within the time period established by the Contract, the Architectural Contractor will issue Conformed Drawings reflecting Addenda and any accepted Alternates.

**Provide Contract Deliverables:** Addenda & Written documentation as described above, including one (1) set conformed drawing are due based on Project Meeting Schedule established at Project Kick-off Meeting.

**E. CONSTRUCTION ADMINISTRATION:**

**Attend the Pre-Construction Meeting:** Architectural Contractor shall attend the Pre-Construction Meeting, and will participate in those portions of it related to its documents and responsibilities.

**Participate in Project Meetings:** Architectural Contractor shall attend the regularly scheduled job meetings, and will participate in those portions related to your documents and responsibilities. Of particular concern to the City will be timely submission of shop drawings, adequate management and coordination of the construction work by the Construction, quality control issues, and achievement of milestones established to minimize interference with multiple jobsite activities.

**Review Construction Contractor's proposed Schedule of Values:** Architectural Contractor shall compare the Construction Contractor's Schedule of Values to the Construction Phase Cost Estimate and will identify any significant discrepancies between them. In addition, Architectural Contractor will indicate those trades in which the Contract's breakdown is not in sufficient detail to enable his Requisitions to be evaluated. Architectural Contractor will review and comment on updated Schedule of Values until all concerns have been addressed.

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**Review Test Reports:** Test reports of the Construction Contractor's work will be reviewed by appropriate members of the Design Team. Should the results not meet the respective contractual requirements, Architectural Contractor will notify the City and will recommend follow-up actions.

**Review and Act Upon Shop Drawings:** Upon receipt of shop drawings, Architectural Contractor will review them for general conformance with the Contract Documents, and will mark them appropriately. Provide corrective action procedures in the specifications shown shop drawings be incomplete, or otherwise substantially out of conformance with the Contract Documents.

**Respond to Requests for Information:** Architectural Contractor will furnish the Construction Contractor with a Request for Information (RFI) form designed to ease the tracking and response to his RFI's. Architectural Contractor will respond in a timely manner to requests for information.

**Review and Process Change Orders:** Should changes be required in the original Contract Documents, to respond to a request from the City or to accommodate field conditions, Architectural Contractor will review the respective Construction Change Requests and make recommendations to the City in a timely manner.

**Make Periodic Visits to Jobsite:** The Architectural Contractor will make periodic visits to the jobsite, at key stages of construction, and/or prior to any work being covered. The Architectural Contractor should plan on at least one visit per week over the above visits for Professional Meetings and close-out requirements. Periodic Site Visits shall be capped a maximum of 4 visits per month for the duration of 24 months of construction.

**Prepare Field Observation Reports:** Following each Site Visit, Architectural Contractor will prepare and submit a written report to the owner of your observations, identifying any aspects observed which are not in conformance with the Contract Documents.

**Provide Construction Site Representation:** The Architectural Contractor shall provide on-site Project Representation during the construction stage. The project site representation services shall be compensated on a time card basis and include but are not limited to the following examples:

Minor design changes and the technical and administrative work engendered by these changes, full-time job site observation, reporting and adherence to construction schedule, accomplish LEED milestone requirements, increased job site visits and inspection reports, conducting job site meetings, reviewing and expediting Construction Contractor's application for payment, expediting materials delivery, making shop visits, preparing replies to Construction Contractor's letters and complaints, preparing and reviewing Construction change orders and change order proposals, monitoring Construction Contractor's as-built drawings, conducting the Substantial



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Completion Inspection, preparing information to defend claims arising out of the construction work.

**Provide Contract Deliverables:** Minutes, Observation Reports, and other correspondence as outlined above.

**F. PROJECT CLOSE-OUT PHASE:**

**Develop Project Close-Out Documentation List:** Architectural Contractor will develop this List during the Construction Documents Phase, and will include it in the Project Specifications.

**Develop Punch Lists and Inspection Reports:** Architectural Contractor will attend and participate in the Pre-Final and Final Inspections to ensure that the work has been completed in substantial conformance with the requirements of the contract, that all installed equipment works properly, and that required conformance certificates and test results are in hand.

**Verify the Punch List items have been Corrected/Completed:** Architectural Contractor will collaborate with the City to confirm that all punch list items have been corrected and/or completed.

**Determine the Date of Substantial Completion:** When the project meets the requirements of all applicable codes and regulations and is capable of being used for its intended purpose, Architectural Contractor will issue a Certificate of Substantial Completion, with appropriate documentation, to the City for approval.

**Review Construction Contractor's Close-Out Documents:** Architectural Contractor will review the Contractor's As-Built Drawings. If found acceptable, Architectural Contractor will forward them to the City with an appropriate Transmittal. As-built conditions will be transferred to the originals, with applicable notes. The Record Set will be delivered to the City. Operating manuals, Warranties and Shop Drawings will be reviewed and forwarded to the City for distribution. The Submission Checklist will be completed and submitted.

**Provide Contract Deliverables:** Punch lists and inspection reports as outlined above.

**Conduct eleventh-Month Product & Warranty Inspection:** In conjunction with the City, Architectural Contractor will conduct and Eleventh-Month Warranty Inspection and submit a written report to the City and Construction Contractor on the findings. Upon completion of the Warranty work, Architectural Contractor will re-inspect the Work and submit a final Warranty Inspection report, including a list of all Warranty issues identified, current status of their correction by the Construction Contractor, and remaining work to be completed.

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**Provide Contract Deliverables:** Final warranty inspection report as outlined above. The City will provide a full-time inspector at the site for the duration of the project, and will have a staff project manager to conduct bi-weekly meetings and record minutes. This shall not, however, excuse the Architectural Contractor from the responsibility of conducting site visits, or participating in project meetings. The inspector will observe work of the Construction Contractor(s) to identify to the best of his/her ability that work is proceeding in accordance with the Contract Documents. The inspector shall not, however, be responsible for certifying that work is proceeding in accordance with the Contract Documents.

**G. ADDITIONAL PROFESSIONAL SERVICES:**

**General:** Should additional professional services as may be required, including but not necessarily limited to; Presentation(s) and/or discussions with groups and leaders be requested by the City: Attendance at said meetings related to the project will be paid on a time and material basis from the "Allowance" line item for additional Professional Services. An allowance of \$10,000 has been established for this category.

**Construction Technical Visits:** The Architectural Contractor shall provide additional field review and design services during construction beyond those basic services described above. These additional services shall cover construction related issues arising as a result of unanticipated field conditions and not as a result of design error or omission. The work of this section shall be authorized in writing in advance by the City.

**Controlled Inspection and Testing:** Controlled Inspection Services include:

- a. Retaining the services of a professional engineer and testing laboratories to perform all tests and/or inspections required by regulatory agencies for items requiring controlled inspection or certification.
- b. Submitting all controlled inspection reports and certifications to regulatory agencies.

The Controlled Inspection services shall be compensated on a time card basis and include but are not limited to the allowance set forth in the fee schedule. Work beyond any allowance amount will be considered additional services.

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**4.5 Compensation**

The contract between the Contractor and the City will provide for compensation to the Contractor for professional services inclusive of expenses with an upset price for each category listed below. This shall consist of a professional fee for basic services plus an amount equal to the Contractor's direct labor costs times a factor for overhead. Direct labor costs, used as a basis for payment, are defined as salaries and wages (basic and incentive) paid to all personnel engaged directly on the project. They shall include, but not be limited to, engineers, architects, surveyors, designers, draftsman, specification writers, estimators, other technical personnel, stenographers, typists, and clerks, but shall not include direct payroll related costs or fringe benefits.

The Proposal must provide an accurate, reliable representation of Respondent's full cost from which a contract can be formulated. For purposes of uniformity, please submit your professional fee for basic services in the format shown below. Respondent's fees should be inclusive of all reimbursable expenses, as well as any allowances requested in this RFP. Respondents are also asked to provide a fee breakdown spreadsheet or other illustration for each phase, with the resultant total. The breakdown may be in any format you select.

**SUMMARY OF COST**

A. Schematic Design	\$ _____
B. Design Development	\$ _____
C. Construction Documents	\$ _____
D. Bidding	\$ _____
E. Construction Administration	\$ _____
F. Project Close-out	\$ _____
G. Additional Professional Services (Allowance)	\$ <u>10,000</u>

**TOTAL PROPOSAL COST:**

\$ \_\_\_\_\_

This is a lump sum Proposal and all expenses should be included in the total Proposal cost. There will not be additional reimbursement for "expenses".

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**SECTION 5: PROPOSAL SUBMISSION REQUIREMENTS**

To be responsive, Proposals must provide all requested information, and must be in strict conformance with the instructions set forth herein. Proposals and all related information must be bound, and signed and acknowledged by the Respondent.

**5.1 Number of copies**

Respondents must submit one (1) signed original, one (1) softcopy PDF file on CD and three (3) bound copies of their proposals. A USB drive can be substituted in lieu of a CD.

**Proposals forwarded by facsimile or e-mail will not be accepted.**

Please note that the City will not be responsible for CDs and files which cannot be opened; and that this may be grounds for rejection.

**5.2 Proposal format**

To facilitate a timely and comprehensive evaluation of all submitted Proposals, it is essential that all Respondents adhere to the required response format. The City requires a standard format for all Proposals submitted to ensure that clear, concise and complete statements are available from each Respondent in response to requirements. The required format is detailed in Section 3.

The City is not under any obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted response. Where a Proposal contains conflicting information, the City at its option may either request clarification or may consider the information unresponsive.

**5.3 Proposal length**

The exact presentation and layout format of Proposals is up to the discretion of the Respondent, however a maximum length of 50 pages is strongly suggested.

**5.4 Submission deadline**

Proposals must be received by the City no later than 4:00 p.m. prevailing time on January 11, 2018 and must be mailed or hand-delivered.

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**SECTION 6: PROPOSAL EVALUATION**

The City's objective in soliciting Proposals is to enable it to select a Contractor that will provide high quality and cost effective services to the citizens of Jersey City. The City will consider Proposals 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.

**6.1 Evaluation methodology**

Proposals will be evaluated by the Department of Administration and the Division of Architecture and on the basis of which is the most advantageous, and this evaluation will consider the following:

**a. Required Format**

The extent to which the Proposal includes the required sections (Title page, Table of contents, etc).

**b. Appropriateness of proposed methodology**

The extent to which the proposed methodology meets the City's goals as described in Section 4 of this RFP. The degree to which specific activities and milestones are described will also be evaluated.

Respondents should describe their methodology and explain how it will meet the City's needs.

**c. Personnel assigned**

Through this project, the City will be reinforcing its reputation as a world class city, and is therefore entitled to expect world class credentials and experience from the Respondents which it employs for high profile efforts. Resumes of Respondent personnel will be scrutinized to ensure this requirement is met. Proposals which provide detailed accounts of team members' applicable experience and their anticipated roles in this project will be viewed more favorably. Lead personnel must meet or exceed the professional qualifications standards for Architect as per Code of Federal Regulations, 36 CFR Part 61.

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**d. Cost**

The winning Proposal will not necessarily be that with the lowest cost, but that which provides the greatest value to the City. Proposals should provide detailed breakdowns on the cost components. Proposals will be evaluated on the detailed breakdown provided and whether pricing is appropriate to the project scope.

**e. Commitment to diversity**

Support of, and utilization of Minority and Women Owned Business Enterprises (MBE/WBE), and/or Locally Owned Business Enterprises consistent with the City of Jersey City policies, should be described.

**6.2 Oral Presentation Guidelines**

After the selection process; finalist will be required to be available for an interview with the selection committee, taking place at City Hall, 280 Grove Street, (date and room TBD). At this interview, key personnel must be present to present their approach to accomplish this project.

**6.3 Final evaluation**

The City will select the most advantageous Proposal based on the all of the evaluation factors set forth in this RFP, and make the award in the best interests of the City. Each Proposal must satisfy the objectives and requirements detailed in this RFP. The Contractor shall be determined by an evaluation of the total content of the Proposal submitted. The City shall not be obligated to explain the results of the evaluation process to any Respondent.

**6.4 Contract award**

This Contract will be awarded as a Professional Services Contract under the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. This contract will be awarded as "fair and open" pursuant to N.J.S.A. 19:44A-20.4, the "New Jersey Local Unit Pay-to-Play Law". The term of the contract will **thirty-six (36) months** commencing on the execution date of the contract by City officials.

**SECTION 7: GENERAL TERMS AND CONDITIONS**

The following are general terms and conditions which may or may not be explained elsewhere in this RFP.

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**7.1 City's right to reject**

The City reserves the right to reject any or all Proposals, if necessary, or to waive any informality in the Proposals, and, unless otherwise specified by the Respondent, to accept any item, items or services in the Proposal should it be deemed in the best interests of the City.

**7.2 Original/Authorized signatures**

Each Proposal and all required forms must be signed in ink by a person authorized to do so.

**7.3 Delivery of proposals**

Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to Respondents. In the case of mailed Proposals, the City assumes no responsibility for Proposals received after the designated date and time and will return late Proposals unopened. Proposals will not be accepted by facsimile or e-mail.

**7.4 Affirmative Action requirements**

Respondents are required to comply with the provisions of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq. No Contractor may be issued a contract unless it complies with these affirmative action provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language for Goods, Professional Services and General Service Contracts, Exhibit A summarizes the full required regulatory text.

Goods and Services (including professional services) contractors shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. A photo copy 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.

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The Respondent's attention is also called to Section 8 of this document which contains the required information and forms. For information on AA/EEO requirements and forms only, please contact:

Jeana F. Abuan, Supvg. Administrative Analyst, Public Agency Compliance Officer  
Department of Administration, Office of Tax Abatement & Compliance  
13 Linden Avenue East, Jersey City NJ 07305, Tel. #201-547- 4538  
E-mail Address: [abuanJ@icnj.org](mailto:abuanJ@icnj.org)

**7.5 Business Registration Certificate**

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:11-1 et seq).

Respondents are required to comply with the requirements of P.L. 2004, c. 57 (Chapter 57) which include submitting a copy of their Business Registration Certificate (BRC), issued by the NJ Department of the Treasury.

**7.6 Clarification of RFP**

Should any difference arise as to the meaning or intent of this RFP, the City's Business Administrator's decision shall be final and conclusive.

**7.7 Indemnification**

The Contractor, agrees to protect, defend, indemnify and save harmless the City against damage for payment for the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the Contractor, its servants or agents.



**CITY OF JERSEY CITY, NJ  
DIVISION OF ARCHITECTURE**

**REQUEST FOR PROPOSALS**

**PURPOSE:** Architectural and Engineering Services  
for New North District Police Precinct

**DUE DATE:** 1/11/2018

**7.8 Insurance requirements**

The Contractor shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Certificates of such insurance, naming the City as an additional insured when possible, shall be provided. Insurance requirements are as follows:

- a) Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage.
- b) Workers Compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.
- c) Automobile Liability in the amount of \$1,000,000 combined single limit.
- d) Professional Liability in the amount of \$2,000,000 per occurrence and in aggregate.

**7.9 Termination**

Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing 30 days' written notice to the other party. Notwithstanding the foregoing, the City reserves the right to cancel the contract at its convenience by providing 30 days' written notice to the Contractor.

**7.10 City of Jersey City "Pay-to-Play" Ordinance**

On September 3, 2008, the City Council adopted Ordinance 08-128 which places stricter requirements on the issuance of "fair and open" contracts than the State "Pay-to-Play" law. Specifically, it prohibits political contributions in excess of certain thresholds in the one year preceding the contract award and during the term of a contract awarded pursuant to a "fair and open" process and requires Respondents to complete a certification of compliance. A copy of the ordinance and the certification are included in this RFP.

**7.11 Lobbyist Disclosure Ordinance**

The contract will be awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. The Contractor will be required to certify that the Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, shall have filed a notice of lobbyist representative status form with the City Clerk. The Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq. following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

**CITY OF JERSEY CITY, NJ  
DIVISION OF ARCHITECTURE**

**PURPOSE:** Architectural and Engineering Services  
for New North District Police Precinct

**REQUEST FOR PROPOSALS**

**DUE DATE: 1/11/2018**

**SECTION 8: REQUIRED ADMINISTRATIVE FORMS**

Please place the checklist and the required forms which follow at the front of the Respondent's Proposal to facilitate Purchasing's review.

**CITY OF JERSEY CITY****PROJECT:** New North District Police Precinct**RESPONDENT:** \_\_\_\_\_**RESPONDENT'S CHECKLIST**

Item	Respondent Initials	Purchasing Review
A. Non-Collusion Affidavit properly notarized		
B. Statement of Ownership Disclosure*		
C. Mandatory Affirmative Action Language		
D. Americans with Disabilities Act		
E. MWBE Questionnaire Form		
F. Submit one of the three (3) forms: (1) Copy of Letter of Federal Approval, valid for one year from the date of issuance. Or, (2) Copy of Certificate of Employee Information Report, must be renewed prior to their expiration date in order to remain valid. Or (3) Copy of Initial Employee Report, Form AA-302, if first time doing business with Jersey City. Original must be submitted to the State with check or money order for \$150.00 made payable to "Treasurer, State of NJ"		
G. Business Registration Certificate		
H. Original signature(s) on all required forms.		
I. Certification of Compliance with the City's Pay-to-Play Ordinance		
J. Acknowledgement of Addenda Form Addendum(s)*		
K. Disclosure of Investment Activities in Iran Form		

\*A Respondent's failure to include these forms with the Proposal will result in the rejection of Respondent's Proposal.

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Executive Summary

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January 11, 2018

Mr. Peter Folgado  
Purchasing Agent, RPPO, QPA  
394 Central Avenue, 3<sup>rd</sup> Floor  
Jersey City, NJ 07307

Re: City of Jersey City  
Request for Proposals for Architectural and Engineering Services for:  
New North District Police Precinct  
Solicitation 2017-004

Dear Mr. Folgado

Here-in, please find our firm's response to your RFP for the above captioned project.

To conserve space and comply with the required sections for the 3.1, "Mandatory Content", we are providing, 3.4, Executive Summary, and Background in the following:

**Background**

Herein, please find our firm's proposal, with requisite past experience. Coppa Montalbano Architect is the successor firm to Comerro Coppa Architects, which is celebrating its 61<sup>st</sup> year of providing quality design services. As you may already know, we started our firm in 1956 in the great city of Paterson and some of our finest projects have been constructed and remain vital parts of the Paterson landscape, but we have designed and completed police and sheriff departments, academies and detention centers in other towns in Passaic county and surrounding areas.

Our recent experience with Police and Law Enforcement agencies and the buildings that they occupy is varied and extensive. They range from **Municipal Headquarters** to **Training Facilities** to **Prisons** and **Detention Centers**. The **Little Fall Police Headquarters**, encompassed all aspects of a regional Police Headquarters given the proximity to Montclair State College, State Highway 46, and the Town of Little Falls itself. This headquarters included, Municipal Detention Facilities, male and female, and the compliance with, "N.J.A.C. 10A:34, **The Minimum Standards for New Jersey Municipal Detention Facilities**". We understand, in depth the issues of detainees movement from the public space to detention space within the Headquarters / Precinct, vehicular, and pedestrian, **salle porte** to the area of the detention cells, **chain of custody for evidence** obtained by Police and Detectives, and the storage and disposition of same to assure untainted evidence procedure. **Alco Testing**, and the regimen of uncontaminated air mixing with the test equipment, all of which is overseen and approved by the New Jersey State Police. Male and Female holding cells, camera locations for future use in the booking and prosecution procedure, fingerprinting, interview rooms for the accused and their attorney, juvenile interview rooms for Police, parents and the juvenile offender. Just to name some of the key areas of Police business. **Armory**, the storage of weapons and the space to maintain and clean the arms used by Police is also part of the back of house operations.

Police Headquarters / Precincts alike, carry the responsibility to offer assistance to the Public, hence the Front Desk and Reception area, and also the detention and processing areas that are required of day to day business at the precinct. As a

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result, security and separation are challenged by the movement of persons in both areas, in and out, to assure safe and orderly activity within the building.

This project will offer unique challenges, on multi levels, given the requirements for not only building but parking for 175 cars on a site that encompasses a little over a half acre. This will require a design firm with a complete understanding of how Police business is conducted and the requirements, a few listed above, for the seamless operation within the new building. Coppa Montalbano has that experience to offer Jersey City, for the New North District Police Precinct.

Our experience with other law enforcement entities enforces the level of experience we bring to this project, including, **Passaic County Jail, Passaic County Prosecutors Headquarters, Passaic County Police and Training Academy, Passaic County Youth Detention Center, various projects for the Paterson Police Department, and the North Haledon Police Department.** All of which contain the elements of design, as presented in your program complemented by education training facilities adjunct to the business component of law enforcement and day to day Police business. We believe this is a unique qualification that our firm possesses and can offer to Jersey City. The challenges to bring cooperation between governing bodies and their agencies, and find economical solutions to projects in urban environments has been our mainstay. We understand how important it is to spend public monies carefully, and to bring the best value with long lasting materials to buildings built today. The best testament to this claim is to talk to our references and let them tell you about our design process and our ability to bring projects from paper to the finished product, on time and within budget.

These projects, to name a few are part of our 61-year history. Our approach to design has not changed in that 61 years, because our primary goal with all projects is to meet the needs of the client, by producing appealing buildings with pleasing environments, in a cost effective and efficient way. All architects aspire to produce designs worthy of awards, however not every project can or should be designed with that goal in mind. Our firm has prided itself by producing designs that are *appropriate* to the level of execution and detail demanded by the program of space housed within. Cost containment and the responsibility to design buildings within a prescribed budget requires skill and experience, particularly in light of today's ever escalating construction costs.

Our firm brings the necessary experience and personnel to design projects that meet the client's needs and assure them that they can be built within the prescribed budgets.

#### Executive Summary

Key points to the core of this firm's proposal for the, "North District Police Precinct", for Jersey City.

- Long Term Experience with Public Work and Civic Design
- Team Strength-In House Staff and Consultants with a Long History of Working Together, especially with Boswell Engineering and the Environmental challenges that lay ahead.
- Experience with Urban Sites and Urban Traffic and Population
- Strong Background with communication systems, which includes the design of spaces for evolutions and training, both in the classroom and in the field.
- Understanding of the Public Bid Process, NJAC 40A and sub-sections, presently 40 years plus of working with and for Cities and Municipalities bound by the Public Bid laws

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## Executive Summary

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- Recent and on-going familiarity with the latest police apparatus, equipment, Emergency Response Systems and Communications, exhaust removal systems, and overall police department functions with regard to the City of Jersey City and inspections and building department interface.
- Cost Control, in the Public Bid Venue, and the current climate for Public Bidding as it will affect this project.
- History and reputation of bringing Public Bid jobs in on budget and on schedule.
- Ability to deal with and defend against the Public Bid Contractors who seek to short change the system and put in peril the, City of Jersey City, with regard to Prevailing Wage laws and requirements, along with, Affirmative Action and other State mandated requirements that are part of the bid.
- A thorough understanding of the requirements the design and engineering team will have to fulfill to assure this project is completed as finally designed and bid.

### Pricing

We have analyzed the scope of this project, projected manpower in terms of the number of hours required to complete the work.

Our consultants have given us written proposals to determine the cost for their services, and we have estimated some contingency time in the event the project is protracted due to normal gaps in any schedule.

The fees are based upon similar public work projects, which includes municipalities close to Jersey City. Our building cost is always measured against Union work, in all disciplines. New Jersey is a right to work State and contractors are only bound by minimum wage, which is published and part of our documents. However, at the estimating phase of the project we always use the Union scale for our costing. Our experience guides us as to where we will have to be with our professional fees.

We hope this Summary and Background gives Jersey City enough information to ascertain the sincerity of, Coppa Montalbano Architects, and their ability to accept and perform the design of the New North District Police Precinct.

Sincerely,  
Coppa Montalbano Architects

Steven M. Coppa, AIA  
Mark Montalbano, AIA

The scope of the project as outlined in, Section 4: Scope of Services and is quite clear as to the intended strategy of the City.

Coppa Montalbano Architects has proven experience in the analysis and design of, Police departments, detention and training facilities along with operational facilities and services, sites and structures, and we believe our team is well suited to design the new Prescient for Jersey City. As outlined in the RFP, our scope of services includes all required disciplines and requisite professional services, along with many more as dictated by our past experience designing facilities such as this.

Our Services, as defined in the Scope of Services, shall include, but are not limited to:

- Architectural Design with LEED requirements
- Mechanical/Electrical/Plumbing/Life Safety Design (Dispatch, Radio, Telecommunications)
- Site/Civil Design with Integration of the Survey and Geotechnical Engineering
- Parking Deck Design/Consulting
- Topographic and Geotechnical Site Survey
- Building Commissioning

Coppa Montalbano Architects can meet the needs of the City and complete the project on or before the thirty-six months allotted. Our firm has a history and reputation of bringing Public Bid jobs in on budget and on schedule.

Our experienced staff and consulting team have a long history of working together and we can assure the City this project is completed as finally designed and bid.

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We believe from the RFP and information contained within that it is the objective of the City of Jersey City, to design and construct a new 30,000 square foot Police Precinct with 175 vehicle parking structure, on the site designated as, Jersey City Block 3702, Lot 32 .

The schedule will start on or about February 21, 2018 at which time the Design Professional will be retained.

We see the schedule as follows:

Programming/ Site Analysis and Surveys		6 weeks
Distribution of Programming and Comments		4 weeks
Schematic Design		6 weeks
Schematic Design Schemes Review and Approval For Parking Deck Consultant (includes time to make revisions to schemes as req'd)		4 weeks
Traffic Evaluation and Analysis (To be performed concurrent with Schematic Design)		
Presentation to the City of Jersey City of Schematic Design		1 week
Design Development		6 weeks
Construction Documents		14 weeks
Bidding and Negotiation		4 weeks
Award of Construction Contract and Revision Period	45 Days	(6 weeks)
Construction		24 Months (96 weeks)

These dates and time frames are possible if all goes well with Administrative approvals and Environmental Permitting. The latter of which must begin and end concurrent with the overall production schedule.

It would be prudent to do all soil testing and analysis for both geotechnical and hazardous materials as soon as possible, even prior to schematics, in the event that extraordinary soils or contamination exists. Once the building is out of the ground most of the unknowns are resolved.



**Project Approach –Jersey City North District Police Precinct**

Coppa Montalbano Architects has over 60 years experience designing civic and institutional buildings and facilities. Police Headquarters and Training Facilities, as well as Prosecutors Headquarters, Prisons and Detention Centers are a significant part of the firm's history, and on going work.

Recently completed, as identified in the Executive Summary is the, Little Falls Police Headquarters, which serves as a municipal detention center for surrounding towns, given it's state of the art processing area, including Alco testing, approved and monitored under NJ State Police guidelines, with air contamination control.

The new, Jersey City North District Police Precinct will require the expertise and experience for the proper and efficient design of the new facility, utilizing and conforming to all of the standards outlined in the Executive Summary and then some.

What we know about this Police Precinct is that the site is confined, and the use is intense. The need for building, on multi-levels, along with a significant vehicular circulation and pedestrian cross traffic, will require a thorough understanding of the program demands and the site parameters.

The site analysis and traffic movement will take a careful understanding of the requisite particulars, especially given that it is surrounded on three sides of the rectangle by existing building structures with only a small alley as an alternative ingress and egress. The fourth side is Central Avenue, a major thoroughfare in the City, and the main collector and distributor of vehicular movement.

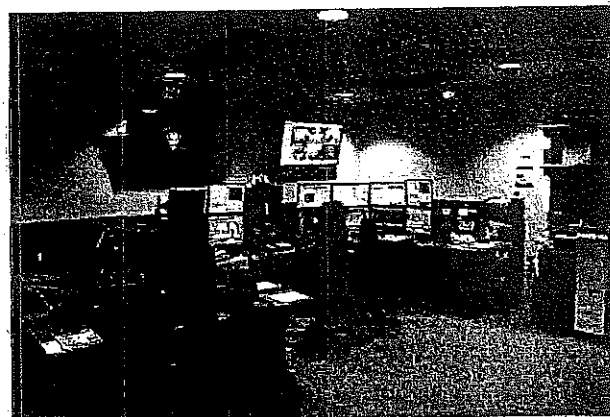
The new building design will have to negotiate and solve the many competing interests occupying the new space. Law Enforcement requisite business activity, ie, movement of Patrol Cars, and Patrolmen daily in and out of the site, parking of private automobiles and patrol vehicles, on a confined site, multi-level, with confined street access and distribution. A primary initial task will be to analyze the movements of vehicles, numbers of same, and peak times of same, especially during shift changes to accommodate an adequate ingress and egress to the site. This first step, which we shall call Programming and Schematic Design will expose and propose solutions, to the design of the new facility. We shall bring out traffic and engineering disciplines along with our parking structure consultant, to the table from day one , for analysis and recommendation of the design parameters. Our design team will embrace these and other building constraints to bring about a global design perspective centered around, building, site, parking and pedestrian access. This will be, *the most* critical path for a successful building design.

Understanding that the new structure will be multi-leveled for both building and parking, the need for sub-surface investigation will be one of the first invasive tests that have to be performed. Immediately upon receipt of the authorization to proceed, the geotechnical consultant will be released to perform boring and soil testing. This is required concurrently with the Programming initiation, this will allow for deductive reasoning and cost consideration before the parking structure and building are too far along in the conceptual phase. Our structural engineer will participate in the analysis of the findings, early on, to advise as to the methods and procedures that will be required of subterranean constructions given the condition of the site and surrounding buildings.

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We understand, thoroughly the competing interests using the new building, added to that will be the onerous topic of *security*, which as we well know has become a very important element that shapes almost every aspect of public building design. The ingress and egress of pedestrian and vehicular movement to and from the building and parking structure will have to be designed to , *control and observe*, every event. We will spend considerable time in the , Programming Phase to meet and discuss with the Public Safety personnel assigned by Jersey City to consult with us and outline their concerns and practices. These recommendations of need and advice will be a strong determinate of the building form and function.



The next task to approach in the Programming and Schematic Design Phase will revolve around the circulation required for public versus Police business within the building. As previously mentioned and based upon our

experience with this building type, movement of persons coming to the Precinct for information and voluntary activities are separated from those persons in custody and restraints, requiring separate entrances and facilities to accommodate same. Additionally, within the Police business parts of the new building there are sub-sets of separation required of the various departments within the Precinct. Obviously the Front Desk must present the face of the Department to the Public and have an entrance and procession to the various areas of the Public portion of the building, that will include the Public Meeting room or rooms, and an intermediate area for the Attorney's to use the interview rooms for their clients, as well as Police and Detectives internally. This is a circulation issue, and obviously a security and control matter. Some of the interviewees will be Juveniles and they must be separated during detainment for the proper authorities to see them, parents included.

The areas of Police business are varied and extensive, including but not limited to Center Control and the Communications Center. We will bring to the table an experienced Law Enforcement consultant, whom we have worked with in the past to interface with the Jersey City Police Department, assigned to this project and review needs and recommendations from the Department.

Officers and lay employees require staff areas, including but not limited to male and female locker rooms and adequate locker space, with weapons safes integral. We have designed locker rooms with these lockers that accommodate special spatial requirements, including bullet proof vests and tactical gear, required of the different departments within the Precinct. Shower facilities for both male and female officers. There will also be areas for breaks, including meals and food storage, and the requisite building support spaces for maintenance. These areas will be separate and accessible by only police personnel.

Intake and processing is a space intense program requirement, including pedestrian and vehicular *salle portes*, bathroom facilities for male and female detainees, Alco and finger printing, arms lockers and arms storage. Gun safes for transition between *salle portes* and internal processing, detention cells for male and female, and perhaps a larger detention space for multiple detainees held at one time. Camera and secure locking systems utilizing mogul key or equal.

Careful consideration will be given to the movement of detainees to and from the Precinct and the Court House for legal processes, arraignments and transfers. We have included in our team of design professional all of the necessary disciplines to accomplish the tasks outlined above.

To achieve these goals and the many more that will develop from the programming and pre-phase work, many hours will be required to be spent, meeting, listening and responding to the Jersey City Police Department, Jersey City Division of Architecture, Administrators and eventually residents and the Planning Board. As in most design problems that involve large groups of concerns, this one is no exception, the programming phase of the work is, *the most important phase*. Our team is prepared not only with our staff, but with consultants and specialists to deal with and interpret the information given to us by the Jersey City Police Department.

Our design methodology is geared to take program information and respond in sketch form at frequent intervals. As each concept is developed, a presentation will be made to the Jersey City Police Department who will be sounded for reactions and comments. At the time there is a general consensus with regard to the scheme presented, open meetings will be scheduled to gather broader opinion in an effort to fine tune the design.

Coppa Montalbano, and their design department have the ability to prepare computer generated concept models, to show the impact of the new firehouse in context with the surrounding neighborhood. This tool is invaluable when responding to questions of design, particularly with regard to height, scale, shadows, and massing. Plan and elevation cannot adequately describe the design intent, three dimensional representations are critical, especially at the conceptual design phase, to assure complete understanding of the designer's intent. Beyond understanding the

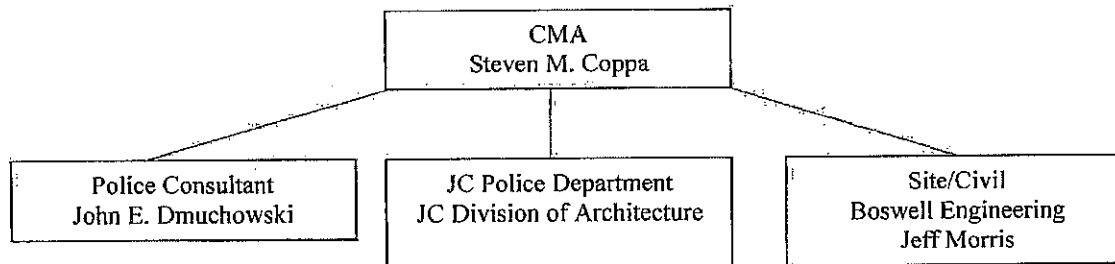
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concept, elements of the design are important to see, and our design methodology provides that step, by illustrating in computer models the actual materials and proportions depicted as they will appear in the finished product.

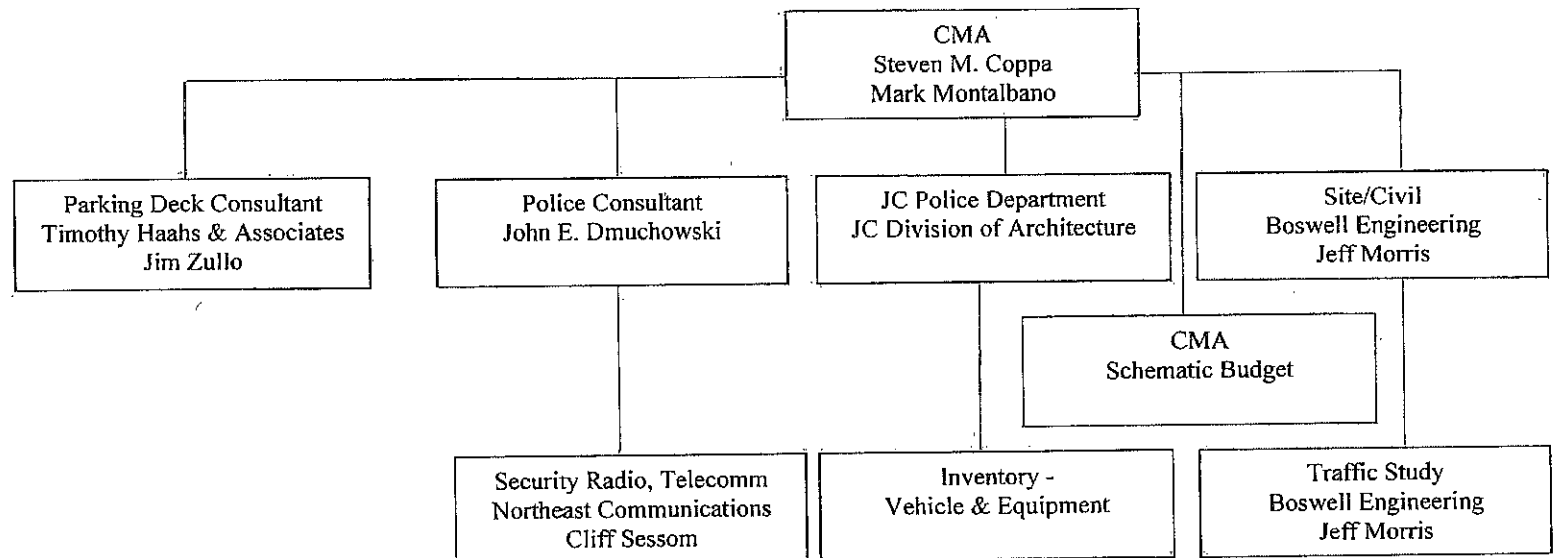
This team is prepared to spend the time and design a New North District Police Precinct, for Jersey City, and leave no issue un-addressed.

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Programming

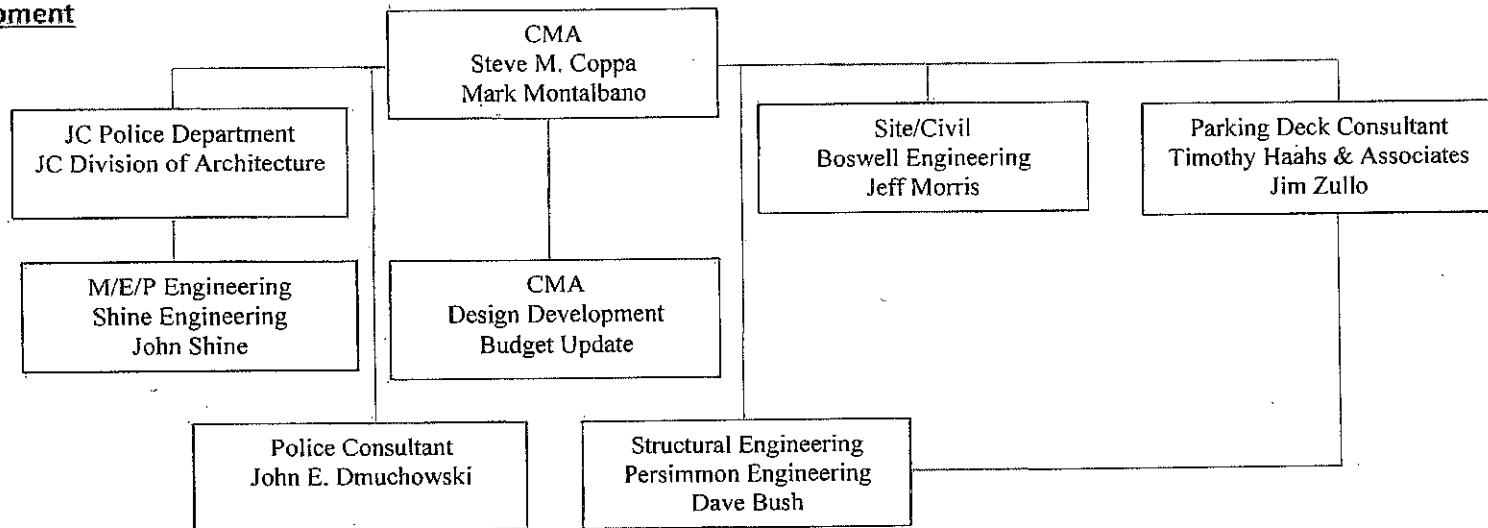


Schematic Design

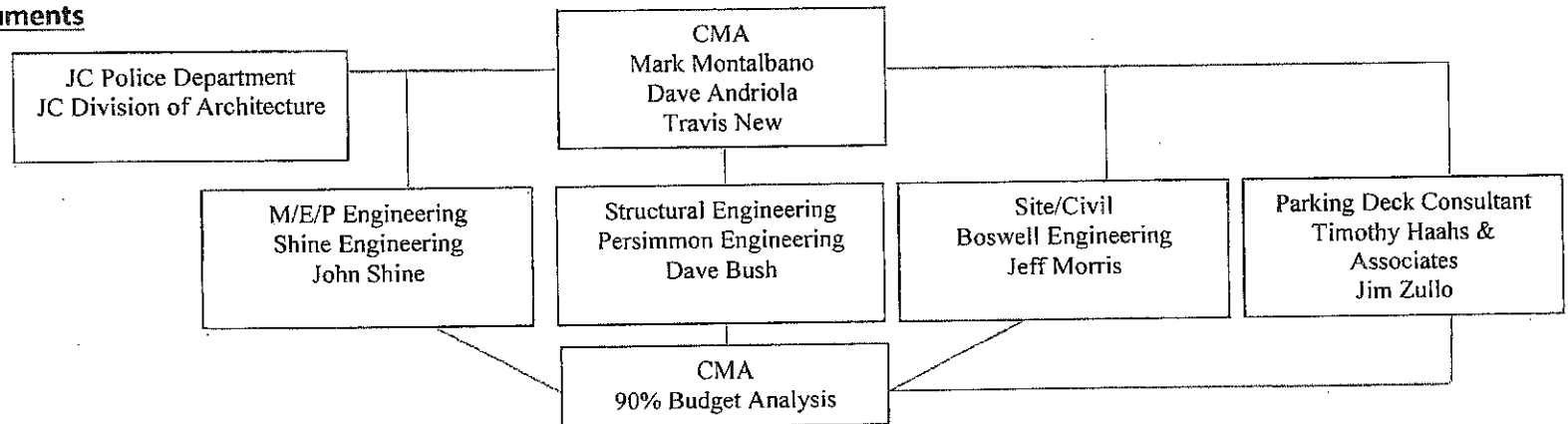


## Project Organization

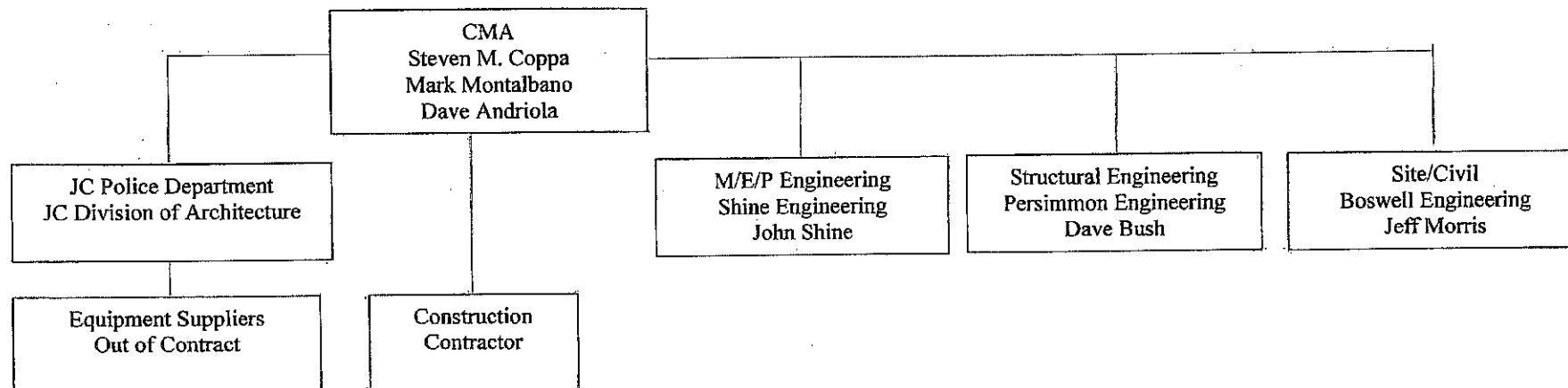
### Design Development



### Construction Documents



Bidding/Negotiation – Construction Administration



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**PROGRAM/CONCEPTUAL DESIGN PHASE**

At the Program Phase it is important for a full grasp of the Police Department's objectives and desires to be obtained. When all elements of the design are defined conceptual designs will be prepared. Cost estimates inclusive of hard & soft costs are presented for each conceptual design offered.

**SCHEMATIC DESIGN PHASE**

The Schematic Estimate is based on extensive discussions with the designers. At this stage the effort is primarily directed towards capturing the construction cost associated with the full scope of work.

The estimate will be based on building assembly costs. A descriptive narrative is submitted with each estimate phase outlining all assumptions. The estimate is completed in MS EXCEL in a format that is user friendly and shows both a summary of costs as well as detailed line items. Costs are broken down into CSI Divisions.

**DESIGN DEVELOPMENT PHASE**

At the Design Development stage alternate building scenarios will be considered and a quantity survey will be undertaken. Any unanticipated costs will be drawn from the design contingency. Budgets for varying building components will be closely monitored on a component-by-component basis. A value engineering session will be undertaken to be incorporated into the design. Value Engineering of systems includes mechanical and roofing systems, energy management systems and lighting and power systems, as well as finishes and site work. Consideration is given during VE to both the operational, as well as the maintenance of selected alternate systems. Cost estimates utilizes LEED and Green Building cost estimating databases. Design feasibility, as well as items that may impact construction time are addressed. Alternates, if desired by the Police Department, will also be developed. Wherever possible, vendor quotes are incorporated into the estimate. Any cut and fill volumes are calculated using the Average End Area method. Cost estimators employ state of the art earthwork software and digitizing methods to assure an exact take off. Along with the narrative's assumptions, explanations of any increases or decreases in the different divisions will be included.

**CONSTRUCTION DOCUMENT PHASE**

At 60 & 95% design documents a full quantity take off for all divisions will be completed. On-going value engineering will be undertaken. Additional prices will be solicited to back up the detail on the cost estimate's itemized and detailed take off, and database of recent historical costs. The Alternate list, if utilized, will become part of the estimate, below the line. In preparing the estimate for the Bid document phase, the cost estimator's not only estimate the project but ensure that documents are ready for bid by listing omissions in plans and/or specs, items requiring clarification, etc. for the Design Consultant to correct prior to issuing for bid. This check over not only assists the Design Consultant but the owner in helping to prevent Change Orders, Bidding Delays and Cost Overruns. Our philosophy is that well prepared design documents will save the owner both time and money in the overall job. All estimates are double checked by qualified estimators employed by the estimator to assure accuracy.

**PROGRAM SUB-PHASE**

**Boundary Survey**

Upon authorization by the City of Paterson, title reports will be ordered for the subject lots and blocks, review available reference documents and records available through the County Clerk's Office and the City of Paterson and coordinate horizontal and vertical control remote to the site. All horizontal control will be referenced to the New Jersey State Plan Coordinate System. Based on this information, the field survey of the lots will be undertaken, complete with the individual tax lots, and map the boundary survey to the 1"=50' scale. The boundary surveys will include the limits of the existing structures, rights-of-way, and easements within the lots and within 200 feet of the lot boundaries. Street

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rights-of-way will be shown and metes and bounds descriptions of each lot will be prepared. Deliverables will include 5 sets of signed and sealed boundary survey plans, 5 sets of signed and sealed individual boundary descriptions of the entire and individual parcels under review, and a digital version of each document on a disk in AutoCAD format. All surveys will be certified to the City of Paterson.

#### **Topographic/Utility Survey**

In conjunction with the boundary survey, a topographic survey will be prepared of the site at one-foot intervals, utilizing on-the-ground survey compiled with data collectors. Horizontal datum will be the New Jersey State Plane Coordinate System, vertical datum will be the National Geodetic Vertical Datum of 1929. The field surveys will allow for the accurate locations of existing utilities/structures and the accurate representation of the elevations through the sites. Topographic survey will include the sites and extend 200 feet from the site perimeter. The plans will include individual tax lot lines and rights-of-way, complete with street names and lot numbers. We will correspond with the utility companies providing service to the sites and obtain record information of their location. We will perform a field edit to verify the utility line locations and survey their exact location. We will add the location of all utilities verified in the field to the plan. All base maps will be provided digitally in AutoCAD Release 14 or AutoCAD 2002 at the direction of the City of Paterson. Deliverables will include 5 sets of signed and sealed topographic/utility survey plans and a digital version of the document on disk.

#### **Geotechnical Evaluation and Report**

An AIA G-602 solicitation will be prepared by the Architects and solicited to a minimum of 3 geotechnical engineers. A foundation recommendation will also be required of the geotechnical proposal. All work will be coordinated with the other environmental explorations in mind to reduce fieldwork. All boring locations shall be located using field surveying methods and plotted on the base map created as part of the scope of work.

Upon completion of the fieldwork described above, a geotechnical report for the site containing logs of field investigations, feasibility of development, and recommendations regarding suitable subsurface support systems. The information generated through these activities, which will be the basis of the architectural design features, will be presented in report form.

#### **Utility Investigation Analysis Report**

The utility investigation at and near the site is broken into three phases, as follows. The initial phase will be to gather information from the City engineer and utility companies to identify the presence of any and all utilities and their approximate location. The second phase will be to field verify the existing utilities, utilizing field survey and test pit technology to locate and verify utility location, depth, material, and size. The third phase will consist of verifying utility mains and services and determining available capacities of those mains based on current loads and future loads from the proposed project. This information will be compiled into a site report, providing a synthesis of the findings and project opportunities available to and limitations to the intended development of this site.

#### **Site Feasibility Report**

The Site Feasibility Report and Plan will provide a comprehensive evaluation of the site based on all the civil/site, environmental and geotechnical constraints. The recommendations in the report will provide the basis upon which subsequent design work will proceed.

The report will contain an overall evaluation of the site, stating site characteristics, development constraints, environmental issues, civil and geotechnical design requirements, and permit issues and requirements. The base map will be updated to show all development constraints. Coppa Montalbano will conduct a review of the zoning ordinances applicable to the site and generate a zoning table with all the requirements. A site layout plan will be developed based

on the site constraints and the zoning requirements. The site layout plan will show the maximum development potential for parking, sallyport and vehicle storage. The layout plan will be made part of the report.

**Architectural Information**

Coppa Montalbano (Architect) shall provide architectural pre-design services that shall consist of preparing programming specifications and providing conceptual design and cost estimating services for the proposed new police precinct. These services shall be utilized to determine the adequacy of the proposed site for the intended development. These services shall include the following:

**Programming/Conceptual Design:**

- a. The Architect will consult with the Jersey City Police Department, and the Jersey City Division of Architecture, and other parties to ascertain the applicable requirements of the Project and shall review the understanding of such requirements with the Police Department and the City.
- b. The Architect will document the applicable requirements necessary for the various project functions or operations, such as those for existing and projected staff, police officers, other personnel, space allocations, furniture, furnishings, and apparatus and equipment, operating procedures, security criteria, and communications relationships.
- c. The Architect shall review any information supplied by the Jersey City Police Department, including any preliminary conceptual program documents, budget estimates, etc. and set up all procedures, questionnaires, etc. in order to produce a complete facility program.
- d. Based on a review and analysis of the functional and organizational relationships, requirements and objectives of the Project, The Architect shall provide a written program for review and approval by the Jersey City Police Department and the City. The program/concept documents shall include:
  1. Detailed analysis of the projected net and square foot areas required to accommodate the total project;
  2. Narrative description of the factors not directly related to the Project which may require additional study and/or cost to Jersey City.
  3. Diagrammatic drawing and analyzing basic planning relationships and design considerations including site, conditions, roads, walks and utilities;
  4. Blocking and stacking diagrams, bubble diagrams, etc.
  5. Conceptual Project Schedule, bar chart diagram showing pre-design, design, bidding, and construction time frames;
  6. Preliminary Project Budget/Cost Estimate, Identify the estimated cost of hard and soft costs necessary to design and construct the proposed Project.

Preparation of presentation graphics, including but not limited to, a 30" by 42" rendered site plan showing the intended Precinct as it relates to the site proper. This is to be supplied in AutoCAD environment.

**Meetings**

Coppa Montalbano anticipates attendance of five (5) meetings (including that of the Planning Board) through the course of the work described herein.

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**DESIGN PHASE AND CONSTRUCTION PHASE SERVICES**

**I. CIVIL**

Coppa Montalbano will prepare preliminary and final site plans to meet Jersey City requirements. Our work involves:

- A. **Preliminary Plans:** Coppa Montalbano will prepare preliminary and final site plans on documents suitable for submission to the Police Department, Jersey City and the local Planning Board. The base mapping created from the boundary and topography survey provided electronically to Coppa Montalbano will be utilized. The documents will consist of the following:
1. **Title Sheet:** The title sheet will consist of:
    - a. A key map showing the property and surrounding areas.
    - b. The name of the tract, tax map sheet, zoning criteria, block and lot, date, north arrow, graphic scale, list of drawings, names of owners and applicants, names of property owners within 200 feet of boundary lines, names of professionals preparing plans and signature lines for appropriate approval.
  2. **Existing Conditions Map:** The existing conditions map will be based on the certified boundary and topographic map of the site at a scale of 1" = 100' showing existing property lines, contours, any manmade or natural features, utilities, and any environmental constraints (e.g., wetlands). All streets and property lines within 500' of the subject property and all buildings or structures within 300' of the site will be shown.
  3. **Grading and Drainage Plan:** This plan at a scale of 1" = 30' will indicate the preliminary grading of the site and the proposed drainage system. Drainage shall consist of inlets, manholes, pipes, conduit outlet protection and swales. Stormwater detention basins will be designed, if required.
  4. **Drainage Area Map and Drainage Report:** Maps showing the drainage areas within and tributary to the site will be prepared. These maps will be included in a drainage report that will document all drainage calculations.
  5. **Facilities Plan:** This plan at a scale of 1" = 30' will indicate the location, size and elevation of proposed sewer lines, water lines, storm drainage, gas, telephone and electric lines.
  6. **Landscaping and Lighting Plan:** This plan at a scale of 1" = 30' will illustrate proposed landscaping and street lighting for the project.
  7. **Site and Circulation Plan:** A plan at a scale of 1" = 30' will be prepared showing the layout of the site with dimensions for access drives, parking areas, buildings, sidewalks, and other site features. All traffic signs, circulation stripping, fire lanes, access and egress areas, sight triangles and other circulation information will be shown on the site plan.
  8. **Soil Erosion and Sediment Control Plan:** This plan at a scale of 1" = 30' will illustrate soil erosion and sediment control measures as per Soil Conservation District criteria.
  9. **Drainage Profiles:** The plans will illustrate proposed profiles of drainage lines and sewer lines.
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10. Construction Details: A plan will be prepared with construction details of site improvement items such as pavement, curbing, lighting and landscaping.

B. Final Plans: Coppa Montalbano will make minor revisions of preliminary plans, if required. Final plans will be in sufficient detail to obtain final site plan approvals.

C. Construction Plans and Specifications: Coppa Montalbano will advance the final site plans to construction documents and prepare specifications.

## II. STRUCTURAL DESIGN

Coppa Montalbano and their consultants will undertake structural designs for all primary and secondary structural members, such as roof framing, columns, and header beams, etc. Foundation designs will be completed utilizing the results of our subsurface investigation. Coppa Montalbano and their consultants will prepare structural drawings and specifications, as required, making progress submissions at key intervals in the project.

## III MECHANICAL, ELECTRICAL, PLUMBING

We feel that Persimmon Engineering can bring a unique approach to the study and analysis which will be required for the new police precinct project. Our wide range of experience makes us singularly qualified to work on this type of project. We have completed numerous police, civic and institutional projects throughout the State of New Jersey.

We are also confident that, because most of our design team has spent considerable time in private industry, not only designing, but also constructing, maintaining and operating a wide range of facilities, we have different insight into the problems faced by the facility's management in dealing with everyday problems. We are able to relate to the types of issues that impact the everyday users and maintenance staff and incorporate this thinking into our designs.

This project is typical of the many of the assignments we have studied for new facilities. Here once again we believe we bring a little something extra to the process. New construction projects require an in-depth, detailed design analysis. In this case it will be particularly important to develop an MEP program that works with the facility and helps to enhance the design concept within the facility. We also feel that our experiences in operations and maintenance will be invaluable on this type of project, as one of the goals should be to develop user friendly and easy to maintain systems.

Utilizing this experience and engineering background, Persimmon Engineering will provide the following.

- An in-depth field survey including confirmation of existing conditions.
- Development of concept and study plans on AutoCAD.
- Analysis/Feasibility Study including comprehensive discussions of alternate methods of resolving problems or developing designs.
- Complete study report including all issues, as appropriate.
- Full interaction with existing staff to explain the proposed mechanical systems.

## SUSTAINABILITY – USGBC – LEED CERTIFICATION

Our firm, through consultants that are working with us regularly, will make recommendations and provide a menu of options toward LEED Certification. We understand that this project is directed toward LEED Silver Certification.

We will design and budget for same and inform the client of all requirements to attain this certification and the cost implication of doing so.

Understanding that many of the USGBC initiatives are being followed in our everyday practice for projects we have designed in the past and presently.

As designers we have always applied the principles of site orientation, sun angles and exposure, shading devices, natural light vs. artificial light, high efficiency mechanical equipment and high efficiency thermal insulation envelopes, insulating glass and durable maintenance free building materials, to name a few. Materials, such as masonry and glass, traditional in our thinking and specification, have now become, "green", given the applicability of recycling and manufacturing processes. Water resources, and vegetation are always part of our civil design, not only to satisfy code requirements but to enhance the surroundings of the new or renovation constructed environment.

Coppa Montalbano is committed through education and the implementation in practice to sustainable architecture. All services required in compliance with current sustainable standards will be part of this project.

#### COMMUNICATIONS AND PRESENTATION

Coppa Montalbano is a firm started in Paterson in 1956, the majority of our work in the 60 plus years of our architectural career has been in Paterson, and other urban environments. We remain very active in Passaic, Bergen Counties and the cities in each, as can be seen from our project experience, enclosed here-in.

Our office is located convenient to Route 80, and Route 46, and thusly the NJ Turnpike and Garden State Parkway.

The majority of our work is for public entities, so we understand the rigors that go along with it and the necessity for service during all phases of the work.

Locale is only one part of the equation, availability is the other, and the ability to respond on site with answers to questions that arise not only during the design phase but most critically during the construction phase, when time costs the client money.

Please call our references to verify our record and substantiate our statement of performance.

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Limitations Exclusions

The following services are not included in our professional service fee and provided for clarification. Any services listed below can be provided as an additional service based on our standard hourly rates or a mutually agreed upon lump sum fee.

- a. Changes in the Project scope, including but not limited to, size (gross square feet), cost/budget, quality, complexity, or schedule post client approval at completion of each phase including Schematic Design, Design Development and Construction documents.
  - b. Furniture relocation or inventorying, detailed furniture selections, bidding and /or soliciting of interior furnishings pricing. We will assist the client with general layouts and finish selections for integration into the project.
  - c. Time spent resolving the contractor's field coordination problems because shop drawings and coordination drawings were not independently prepared and fully developed due to poor performance by the contractor.
  - d. Design of deep foundations due to poor soil conditions such as; piles, caissons, grade beams. This includes self-supported structural slabs, pressure slabs, rammed aggregate piers, etc.... We assume conventional footings and slabs will be designed on soils of suitable bearing capacity.
  - e. Services required redesigning or resolving issues resulting from a contractor's failure to properly coordinate the work.
  - f. Bidding and Construction Administration over multiple periods. Proposal includes project will be bid and constructed at the same time under one general contract based on the time lines provided in this RFP.
  - g. Modification of construction drawings based on contractor's as-built drawings indicating major changes made during construction.
  - h. Extended construction administration services due to poor performance by the general contractor beyond the contract period. We have included service coverage thru completion as identified
  - i. Third party testing or inspections.
  - j. Environmental site investigation and reports supervision of hazardous material abatement. This work, if required will be provided by a separate environmental consultant retained directly by the client.
  - k. All permit and utility connection costs.
  - l. Soils testing and Geotechnical borings and analyses and reports.
  - m. NJDEP permits.
  - n. Environmental Impact Statement. We assume not required.
  - o. Wetlands delineation survey and submission for Letter of Interpretation.
  - p. Off-site improvement plans or studies including hydraulic evaluations.
  - q. Off-site Road Improvement Plans or drainage studies.
  - r. Preparation of Deed description.
  - s. Construction stakeout of site.
  - t. LEED Administration Fees (LEED Council Costs)
  - u. LEED - Envelope Commissioning, Indoor Air Quality Testing Pre Occupancy & Construction Phase Documentation will be the responsibility of the general contractor under CMA supervision with LEED Council.
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**Project Team/ Team Members**

**Architectural**

Coppa Montalbano Architects  
97 Lackawanna Avenue  
Totowa, New Jersey 07512

Steve Coppa, A.I.A., Managing Partner  
Mark Montalbano, A.I.A., Managing Partner  
Dave Andriola, A.I.A., Project Architect  
Travis New, Drafter

**M/E/P Engineering**

Shine Engineering  
6 Renshaw Drive  
Montville, New Jersey 07045

John M. Shine, P.E., Principal  
Mark F. Arsenault, Senior Electrical Engineer  
Raymond S. Dillon, P.E., Project Manager

**Structural Engineering**

Persimmon Engineering  
100 Hanover Avenue, Suite 402  
Cedar Knolls, New Jersey 07927

David m. Bush, P.E., Managing Partner  
Scott Marzloff, P.E., Senior Structural Engineer

**Parking Deck Consultant**

Timothy Haahs & Associates, Inc.  
144 Livingston Avenue  
New Brunswick, New Jersey 08901

Jim Zullo, Vice President

**Site/Civil Engineering/ Traffic  
Evaluation & Analysis/Landscape  
Architecture**

Boswell Engineering  
330 Phillips Avenue  
PO Box 3152  
S. Hackensack, New Jersey, 07606

Jeff Morris, P.E., Managing Partner

**Radio & Telecommunications  
Consultant**

Northeast Communications Inc.  
244 East Union Turnpike  
Wharton, NJ 07885

Cliff Sessoms, Managing Partner

**Police Consultant**

John E. Dmuchowski

**SESI Consulting Engineers**

12A Maple Avenue  
Pine Brook, New Jersey 07058

Justin Protaslewicz, PE

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Understanding the equipment required to operate the Police Precinct and the possibility of new equipment being proposed for the new facility, it is our assumption that Jersey City Police Department and or Jersey City Division of Architecture will be the lead department or departments, requesting and purchasing of same.

Our team, specifically the architects, and the Police Department Design Consultant, are available and integrally participant in any and all inventories of equipment that is existing and is to come to the new firehouse. As part of our programming phase, we will visit and document all equipment to be planned as part of the new facility.

Any equipment and the dimensions they occupy are important to the initial stages of the design. Department vehicles and counts for isolated parking and/ impound are also of import, and they all vary in dimension and service type. Jersey City will propose and review all new equipment along with equipment presently owned for reuse, and the design team will coordinate all aspects of the new equipment.

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SUMMARY OF COST

Phases of Work

A. Schematic Design	\$93,000
B. Design Development	\$162,000
C. Construction Documents	\$274,000
D. Bidding	\$ 54,000
E. Construction Administration	\$ 68,000
F. Project Close-out	\$ 34,000
G. Additional Professional Services (Allowance)	\$ 10,000
<b>TOTAL PROPOSAL COST:</b>	<b><u>\$695,000</u></b>

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# COPPA MONTALBANO ARCHITECTS

Jersey City North District Police Precinct

01/11/18

## FEE BREAKDOWN

			All Required Site Planning		A. Site Analysis/Schematic Design		B.&C. Design Development/Construction Docs.		D.E. & F. Bidding, Construction Admin. Closeout	
ARCHITECTURAL		Hourly Rate	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount
	Steve M. Coppa, AIA	\$150.00			75	\$11,250	450	\$67,500	150	\$22,500
	Mark Montalbano, AIA	\$150.00			60	\$9,000	425	\$63,750	140	\$21,000
	Dave Andriola, AIA	\$100.00			60	\$6,000	450	\$45,000	375	\$37,500
	Travis New	\$100.00			50	\$5,000	490	\$49,000	50	\$5,000
	Tim Ferraro	\$80.00			10	\$800	450	\$36,000	50	\$4,000
Police Department Design Consultant	John Dmuchowski	\$150.00			40	\$6,000	20	\$3,000	5	\$750
M/E/P - Shine Engineering	John M. Shine	\$150.00			45	\$6,750	200	\$30,000	60	\$9,000
	Mark F. Arsenault	\$100.00			25	\$2,500	225	\$22,500	50	\$5,000
	Raymond S. Dillon	\$100.00			10	\$1,000	225	\$22,500	30	\$3,000
Structural Engineering - Persimmon Engineering	David M. Bush	\$150.00			55	\$8,250	240	\$36,000	90	\$13,500
	Scott Marzloff	\$100.00			25	\$2,500	150	\$15,000	50	\$5,000
Timothy Haahs & Associates, Inc.	Jim Zullo	\$150.00			90	\$13,500	125	\$18,750	40	\$6,000
Site/Civil Engineering/Traffic Evaluation & Analysis/Landscape Architecture - Boswell Engineering	Jeff Morris	\$100.00	520	\$52,000						
SESI Consulting Engineers	Justin Protasiewicz	\$150.00	65	\$9,750						
Radio & Telecommunications Consultant	Cliff Sessoms	\$120.00			30	\$3,600	25	\$3,000	25	\$3,000

<b>SUMMARY OF COST</b>			585	\$61,750	575	\$76,150	3475	\$412,000	910	\$135,250
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PROFESSIONAL SERVICE COST	\$685,000.00
PROF. SERVICE ALLOWANCE	\$10,000.00
<b>TOTAL PROPOSAL COST</b>	<b>\$695,000.00</b>

**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 Coppa Montalbano Architects, LLC. (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 Coppa Montalbano Architects 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: Coppa Montalbano Architects LLC

Signed \_\_\_\_\_

Title: Partner

Print Name Steven M. Coppa, AIA

Date: August 27, 2018

Subscribed and sworn before me  
this 27th day of August, 2018

My Commission expires:

(Signature)  
Steven M. Coppa, Partner

(Print name & title of affiant) (Corporate Seal)

**JENNIFER FIORITO**

**NOTARY PUBLIC OF NEW JERSEY**

**ID # 2312452**

**My Commission Expires 3/16/2019**

(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.**

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:11-51) 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)

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.

- (h) 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 ELEC 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.*

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. 4.A. Ord. 08-128

TITLE:

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 INTRODUCTION											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote  
 JAMES F. HADDLETON  
 GREY SCHUNDLER  
 STEVE DAVISON  
 TOM WILEN  
 AARON MORRILL  
 RAYLIE VUNKEL  
 TOM GIBBONS  
 SHELLEY SKINNER  
 JAMES CARROLL  
 SEBASTIAN BERNHEIM  
 HEATHER TAYLOR  
 DANIEL LEVIN  
 N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote  
 DAN FALCON  
 ANTHONY AORELLI  
 ANDREW HUBSCH  
 MANALY BOWLES  
 YVONNE BALTER  
 N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

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

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

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

Initiated by Petition Certified August 20, 2008

Adopted on second and final reading after hearing on

SEP 03 2008

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on

SEP 03 2008

*Robert Byrne*  
 Robert Byrne, City Clerk

\*Amendment(s):

APPROVED:

*Mariano Vega Jr.*  
 Mariano Vega, Jr., Council President

Date: SEP 03 2008

APPROVED:

*James T. Walsh*  
 James T. Walsh, Mayor

Date: SEP 04 2008

Date to Mayor: SEP 04 2008

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

**Part I – Vendor Affirmation**

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

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

☐ Partnership      ☐ Corporation      ☐ Sole Proprietorship      ☐ Subchapter S Corporation  
☐ Limited Partnership      ☒ Limited Liability Corporation      ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Steven M. Coppa	97 Lackawanna Avenue, Totowa, New Jersey 07512
Mark Montalbano	97 Lackawanna Avenue, Totowa, New Jersey 07512

**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: Coppa Montalbano Architects LLC

Signature of Affiant: [Signature] Title: Partner

Printed Name of Affiant: Steven M. Coppa Date: August 27, 2018

Subscribed and sworn before me this 27 day of August, 2018

**JENNIFER FLORITO**  
NOTARY PUBLIC OF NEW JERSEY  
ID # 2312452  
My Commission Expires 3/16/2019

Jennifer Florito

(Witnessed or attested by)

My Commission expires:

(Seal)

Jennifer Florito

## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

**OFS NUMBER:** \_\_\_\_\_

**Proposer:** Coppa Montalbano Architects LLC

Pursuant to Public Law 2012, c.25 any person or entity that submits a bid or proposal or otherwise proposed to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Authority finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

### **PLEASE CHECK THE APPROPRIATE BOX:**

☒ I certify, pursuant to Public Law 2012 c. 25, that neither the bidder listed above nor any of the bidder's Parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25 (AChapter 25 List@). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will ship Part 2 and sign and complete the Certificate below.

**OR**

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

### **PART 2**

**You must provide a detailed, accurate and precise description of the activities of the bidder person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlines able by completed the box below.**

Name: _____	Relationship to Proposer: _____
Description of Activities: _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

**Certification:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Authority is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Authority to notify the Authority in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certifications, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of any agreement(s) with the Authority and the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Steven M. Coppa

Signature: 

Title: Partner

Date: August 27, 2018

STATEMENT OF OWNERSHIP DISCLOSURE  
N.J.S.A. 52:25-24.2 (P.L. 1977, c33, as amended by P.L. 2016, c43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Coppa Montalbano Architects LLC

Organization Address: 97 Lackawanna Avenue, Totowa, New Jersey 07512

**Part I** Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)  
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)  
☐ For-Profit Corporation (any type)      ☒ Limited Liability Company (LLC)  
☐ Partnership      ☐ Limited Partnership      ☐ Limited Liability Partnership (LLP)

**Part II**

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Steven M. Coppa	97 Lackawanna Avenue, Totowa, New Jersey 07512
Mark Montalbano	97 Lackawanna Avenue, Totowa, New Jersey 07512

### Part III

on each such person. Attach additional sheets if more space is needed.

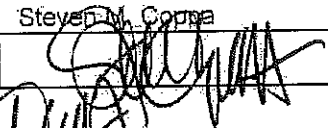
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

[illegible]

**Part IV**      **CERTIFICATION**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Jersey City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Jersey City to notify the City of Jersey City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation of this certification, and if I do so, I am subject to criminal prosecution under law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Jersey City to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Steven M. Coppa	Title:	Partner
Signature:		Date:	August 27, 2018

SIGNATURE: 

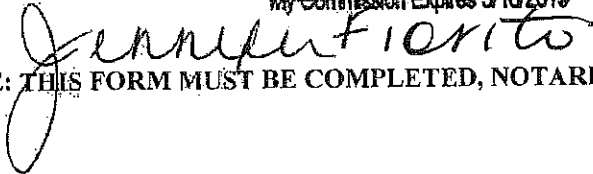
TITLE: Partner

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY 27 August OF 2018

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20  
JENNIFER FIORITO  
NOTARY PUBLIC OF NEW JERSEY  
ID # 2312452  
My Commission Expires 3/16/2019

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



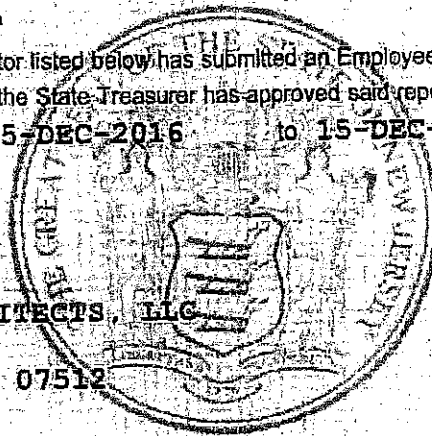
Certification 56943

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

### INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-DEC-2016** to **15-DEC-2023**

**COPPA MONTALBANO ARCHITECTS, LLC**  
**97 LACKAWANNA AVE.**  
**TOTOWA NJ 07512**



*Ford M. Scudder*

FORD M. SCUDDER  
State Treasurer

CERT-1

04/28/16

Taxpayer Identification# 812-408-910/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

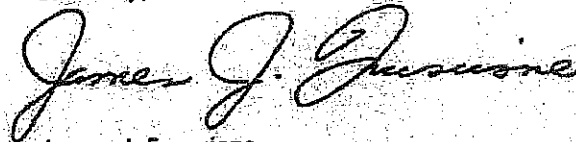
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

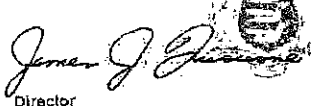
If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 282 TRENTON, NJ 08646-0282
TAXPAYER NAME: <b>COPPA MONTALBANO ARCHITECTS L.L.C.</b>	TRADE NAME:	
ADDRESS: <b>97 LACKAWANNA AVENUE TOTOWA NJ 07512</b>	SEQUENCE NUMBER: <b>2038669</b>	
EFFECTIVE DATE: <b>04/28/16</b>	ISSUANCE DATE: <b>04/28/16</b>	
		 Director New Jersey Division of Revenue

(04-08), D205846V



# EEO/AFFIRMATIVE ACTION REQUIREMENTS

## Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements for Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan  
Supvg. Administrative Analyst, Public Agency Compliance Officer  
Office of Tax Abatement & Compliance  
13 Linden Avenue East  
Jersey City NJ 07305  
Tel. #201-547- 4538  
E-mail Address: [abuanj@jcnj.org](mailto:abuanj@jcnj.org)

(REVISED 4/13)

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

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

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

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

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

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

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

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

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

The contractor and the City of Jerry City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Printed: Steven M. Coppa, Partner

Representative's Signature: [Signature]

Name of Company: Coppa Montalbano Architects LLC

Tel No.: 973-890-8989

Date: August 27, 2018

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

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

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

Business Name : Coppa Montalbano Architects, LLC  
Address : 97 Lackawanna Avenue, Totowa, New Jersey 07512  
Telephone No. : 973-890-8989  
Contact Name : Steven M. Coppa

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

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

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Business Name: Coppa Montalbano Architects LLC

Address: 97 Lackawanna Avenue, Totowa, New Jersey 07512

Telephone No. : 973-890-8989

Contact Name: Steven M. Coppa

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**

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

City Clerk File No. Res. 18-884

Agenda No. 10.2.1

Approved: SEP 26 2018

TITLE:



## RESOLUTION APPOINTING UCHE AKPA AS A MEMBER OF THE JERSEY CITY COMMUNITY ADVISORY BOARD FOR THE BAYFRONT REDEVELOPMENT PROJECT

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

**WHEREAS**, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated September 5, 2018, that he has appointed **Uche Akpa** of 88 Clifton Place, Apt. C-05, Jersey City, New Jersey 07304 as a member of the **Jersey City Community Advisory Board for the Bayfront Redevelopment Project**, for a term to commence immediately upon adoption of this resolution and expire on September 12, 2020.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the appointment of **Uche Akpa** as a member of the **Jersey City Community Advisory Board for the Bayfront Redevelopment Project** for the above-mentioned term is hereby advised and consented to pursuant to law.

sjg

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.26.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

# CITY OF JERSEY CITY

## OFFICE OF THE MAYOR

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



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

September 5, 2018

Report of Directors  
8.n  
Meeting 09.12.18


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

Dear Council President and Members:

Kindly be advised that I have appointed **Uche Akpa**, of 88 Clifton Place, Apt. C-05, Jersey City, New Jersey, 07304 to serve as a **Member** of the **Jersey City Community Advisory Board for the Bayfront Redevelopment Project**. Mr. Uche's term will commence on this date and expire on September 12, 2020.

Thank you for your attention to this matter.

Sincerely,



Steven M. Fulop  
Mayor

c: Peter J. Baker, Corporation Counsel  
Brian D. Platt, Business Administrator  
Robert Byrne, City Clerk  
Annisia Cialone, Director, City Planning  
Allison N. Solowsky, Deputy Chief of Staff  
Nancy Warlikowski, Mayor's Office  
Uche Akpa

# UCHE AKPA

## COMMERCIAL REAL ESTATE AGENT

### ABOUT ME:

With involvement in over 300 real estate transactions, excellent work ethic, time management skills and knowledge about building systems, I have been able to set up an investment business capable to run independently.

### Community Involvement:

Member of Jersey City Together since 2015.  
Member of the Housing and Homelessness Team, and a member of the Strategy Team.

### WORK EXPERIENCE:

2014-present

Magner Group  
Commercial Real Estate Agent

Commercial real estate agent licensed in New York City. Specializing in:

- Sale of multifamily and development sites
- Retail leasing

2010-Present

Metropolitan Equities  
Owner

Metropolitan Equities specializes in purchasing distressed or below market properties and then selling them to other real estate investors. The company has become a leader in this field in Baltimore and Washington DC. We have come to be trusted by investors and a well-respected authority in the real estate investment world.

- Finding below market properties for sale
- Negotiating with property owners and realtors
- Buying bank owned properties (REO's)
- Estimating repairs
- Marketing both direct mail and Internet
- Raising private money for projects
- Building a database of cash buyers
- Overseeing all aspects of a successful purchase and sale of a property
- Working with the title attorney to close a transaction

2008-2010

A+ Neighborhood Homebuyers  
Acquisitions Manager

Was responsible for the acquisition and disposition of distressed assets for A+ Neighborhood Homebuyers, a Baltimore based real estate firm

Present

Lexington International Agency  
CEO

Lexington International Agency is a Nigerian based migration agency committed to providing foreign investors with USA investment opportunities eligible for investment via the EB-5 visa program



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

City Clerk File No. Res. 18-885

Agenda No. 10.Z.2

Approved: SEP 26 2018

TITLE:



## RESOLUTION APPOINTING EDWARD P. FOWLKES AS A MEMBER OF THE JERSEY CITY COMMUNITY ADVISORY BOARD FOR THE BAYFRONT REDEVELOPMENT PROJECT

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

**WHEREAS**, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated September 5, 2018, that he has appointed **Edward P. Fowlkes** of 199 Claremont Avenue, Jersey City, New Jersey 07305 as a member of the **Jersey City Community Advisory Board for the Bayfront Redevelopment Project**, for a term to commence immediately upon adoption of this resolution and expire on September 12, 2020.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the appointment of **Edward P. Fowlkes** as a member of the **Jersey City Community Advisory Board for the Bayfront Redevelopment Project** for the above-mentioned term is hereby advised and consented to pursuant to law.

sjg

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

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

APPROVED AS TO LEGAL FORM

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

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.26.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
OFFICE OF THE MAYOR

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



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

Report of Directors  
8.m  
Meeting 09.12.18

September 5, 2018

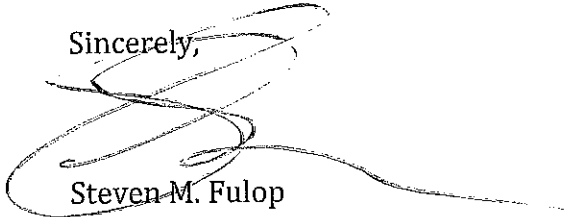
President and Members of the Municipal Council  
City of Jersey City  
280 Grove Street  
Jersey City, N.J. 07302

Dear Council President and Members:

Kindly be advised that I have appointed **Edward P. Fowlkes**, of 199 Claremont Avenue, Jersey City, New Jersey, 07305 to serve as a **Member** of the **Jersey City Community Advisory Board for the Bayfront Redevelopment Project**. Mr. Fowlkes' term will commence on this date and expire on September 12, 2020.

Thank you for your attention to this matter.

Sincerely,

  
Steven M. Fulop  
Mayor

c: Peter J. Baker, Corporation Counsel  
Brian D. Platt, Business Administrator  
Robert Byrne, City Clerk  
Annisia Cialone, Director, City Planning  
Allison N. Solowsky, Deputy Chief of Staff  
Nancy Warlikowski, Mayor's Office  
Edward P. Fowlkes

# EDWARD P. FOWLKES

199 Claremont Avenue  
Jersey City, NJ 07305

www.alliancejc.com

## PROFESSIONAL PROFILE

Results-oriented licensed contractor with over 20 years of successful experience in the Development/Construction industry. Well-versed in all aspects of planning, troubleshooting, and managing residential and commercial construction and renovation projects. Top-performer with track record of meeting and exceeding customer expectations. Self-motivated, with strong problem-solving and decision-making abilities.

---

## PROJECT MANAGEMENT EXPERIENCE

As an owner and operator, responsibilities for all aspects of construction management include but are not limited to:

- Successful simultaneous management of multiple projects; private, residential, and commercial.
- Manage daily operations including negotiation of all contracts, bid estimating, contractor hiring, management of all financial transactions, purchasing goods and services, acquisition of necessary permits and licenses, preparation and submission of proposals.
- Supervise all contracting personnel and maintain safe worksite environments with adherence to safety requirements.
- Careful consideration of residential clients' particular concerns and needs, with emphasis on superior customer service, ensuring client satisfaction and referrals.

---

## RECENT PROJECTS

Currently Under Construction:

*311-315 MLK* – Four-Story Mixed-Use Building consisting of 10 Affordable Housing units with over 9,000 Sq Ft of Market-Rate Commercial/Retail Space.

## NOTABLE PROJECTS

*301 MLK* – Three-Story Mixed-Use Building consisting of 5 Affordable Housing Units with over 1200 Sq Ft of Commercial Space

*Forrest Senior Apartments* - 43 Units, Affordable Senior Housing - \$6.6 Million dollar project

*Bostwick Avenue* - Renovation of 13 Affordable Two Bedroom Housing Units

47 Unit Turnkey project for *Jersey City Housing Authority at Curries Woods* - Phase 4: Townhomes - 2, 3, & 4 BR Units

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## CAREER PROGRESSION

Principle Partner, Alliance Construction Group, LLC, *Jersey City, NJ*  
Member, Five Bricks Development, LLC, *Jersey City, NJ*  
Owner Operator, Fowlkes and Sons, Inc., *Jersey City, NJ*

2005 - Present  
2003 - 2007  
1991 - Present

## BOARD TRUSTEE

New Jersey City University (NJCU)  
Puertorriqueños Asociados for Community Organization, Inc. (PACO)

## ADDITIONAL TRAINING

Diploma of Building Construction Management, *NYU, New York, NY* 1999  
Faculty includes executives of top construction companies: Turner, Morse Diesel and Gotham.  
Curriculum: Planning & Scheduling Projects, Project Budgeting & Estimating, Managing and Operating the Construction Organization, Cost Management, Construction Computer Applications, Contract Administration.

Regional Alliance of New York & New Jersey, Construction, Managing Growth

1994 - Present

St. Peter's College, Two Years/ Public Policy, *Jersey City, NJ*

1993

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

City Clerk File No. Res. 18-886

Agenda No. 10.7.3

Approved: SEP 26 2018

TITLE:



## RESOLUTION APPOINTING JEFFREY H. KAPLOWITZ AS A MEMBER OF THE JERSEY CITY COMMUNITY ADVISORY BOARD FOR THE BAYFRONT REDEVELOPMENT PROJECT

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

**WHEREAS**, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated September 5, 2018, that he has appointed **Jeffrey H. Kaplowitz** of 56 Cherry Street, Jersey City, New Jersey 07305 as a member of the **Jersey City Community Advisory Board for the Bayfront Redevelopment Project**, for a term to commence immediately upon adoption of this resolution and expire on September 12, 2020.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the appointment of **Jeffrey H. Kaplowitz** as a member of the **Jersey City Community Advisory Board for the Bayfront Redevelopment Project** for the above-mentioned term is hereby advised and consented to pursuant to law.

sjg

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.26.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
OFFICE OF THE MAYOR

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



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

September 5, 2018

Report of Directors  
8.k  
Meeting 09.12.18

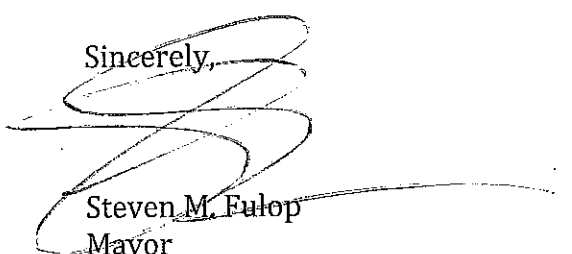
President and Members of the Municipal Council  
City of Jersey City  
280 Grove Street  
Jersey City, N.J. 07302

Dear Council President and Members:

Kindly be advised that I have appointed **Jeffrey H. Kaplowitz**, of 56 Cherry Street, Jersey City, New Jersey, 07305 to serve as a **Member** of the **Jersey City Community Advisory Board for the Bayfront Redevelopment Project**. Mr. Kaplowitz's term will commence on this date and expire on September 12, 2020.

Thank you for your attention to this matter.

Sincerely,

  
Steven M. Fulop  
Mayor

c: Peter J. Baker, Corporation Counsel  
Brian D. Platt, Business Administrator  
Robert Byrne, City Clerk  
Annisia Cialone, Director, City Planning  
Allison N. Solowsky, Deputy Chief of Staff  
Nancy Warlikowski, Mayor's Office  
Jeffrey H. Kaplowitz



**JEFFREY H. KAPLOWITZ**

*3444 Kennedy Blvd Jersey City, NJ 07307*

**Office: 201-420-7400**

**[www.libertyrealty.com](http://www.libertyrealty.com)**

**BUSINESS BACKGROUND**

- Broker Associate for Liberty Realty from 2018 to the Present. Dealing with Commercial and residential properties which includes sales, leasing, consulting, for multi-family investment, commercial, office, industrial, and land development (both environmentally clean & contaminated brownfield properties)
- Commercial Director for Century 21 Plaza Realty Corp. Inc. From 1998 to 2018. Responsible for the operation of all commercial real estate for the company, which includes sales, leasing, consulting, for multi-family investment, commercial, office, industrial, and land development (both environmentally clean & contaminated brownfield properties).
- Broker/Associate for Robert DeRuggiero Inc. From 1996 to 1998. Primary Business activity was in sales, leasing, consulting, for multi-family investment, commercial, office and industrial properties.
- Broker/Sales Person for Bardack Realty Company. From 1987 to 1996. Primary business activity was in sales, leasing, appraisals of residential, multi-family investment, commercial, office and industrial properties.
- Auditor for New York Stock Exchange from 1986 to 1987.
- Commodity Floor Sales Representative on New York Mercantile Exchange for Martell Trading Company from 1982 to 1986. Specializing in analysis and hedging of Crude, Heating and Gasoline futures
- Auditor for Coffee Sugar Cocoa Commodity Exchange from 1980 to 1982.
- Auditor for Oppenheim & Spicer CPA (now Grant Thornton LLP) firm from 1979 to 1980.
- Financial Accountant for WINS Radio, Westinghouse Broadcasting from 1978 to 1979.

**EDUCATIONAL BACKGROUND**

- Graduate Work – MBA in Accounting from Fairleigh Dickinson University, NJ. 1979
- Undergraduate Work – BA in Business Administration from Rutgers College, NJ. 1977
- Continuing education in commercial investment courses given by the Commercial Investment Real Estate Institute.

**POSITIONS HELD**

- Member on the Board of Directors of Hudson Community Enterprises
- Past Chairman Hudson County Comprehensive Economic Development Strategy Committee
- Past Chairman and Commissioner of the Jersey City Planning Board
- Past Commissioner on the Jersey City Environmental Commission
- Past President of the Jewish Family & Counseling Service of Jersey City, Bayonne & Hoboken
- Past member of District VI Attorney Ethics Committee
- Past member of the Board of Directors of the Hudson County Board of Realtors
- Past Chairperson of the State Legislative committee for the Hudson County Board of Realtors
- Past member of the New Jersey Speaker of the House Information Forum on Light Rail Transit
- Past member of the New Jersey Transit Advisory Committee on Hudson/Bergen Light Rail Transit

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

City Clerk File No. \_\_\_\_\_ Res. 18-887

Agenda No. \_\_\_\_\_ 10.Z.4

Approved: \_\_\_\_\_ SEP 26 2018

TITLE:



## RESOLUTION APPOINTING CHARLENE BURKE AS A MEMBER OF THE JERSEY CITY COMMUNITY ADVISORY BOARD FOR THE BAYFRONT REDEVELOPMENT PROJECT

### COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated September 5, 2018, that he has appointed **Charlene Burke** of 56 Duncan Avenue, Jersey City, New Jersey 07304 as a member of the **Jersey City Community Advisory Board for the Bayfront Redevelopment Project**, for a term to commence immediately upon adoption of this resolution and expire on September 12, 2020.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the appointment of **Charlene Burke** as a member of the **Jersey City Community Advisory Board for the Bayfront Redevelopment Project** for the above-mentioned term is hereby advised and consented to pursuant to law.

sjg

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.26.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
OFFICE OF THE MAYOR

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



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

Report of Directors  
8.1  
Meeting 09.12.18

September 5, 2018

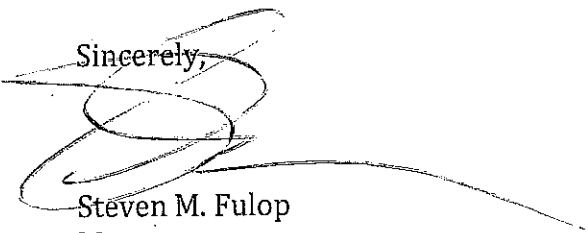
President and Members of the Municipal Council  
City of Jersey City  
280 Grove Street  
Jersey City, N.J. 07302

Dear Council President and Members:

Kindly be advised that I have appointed **Charlene Burke**, of 56 Duncan Avenue, Jersey City, New Jersey, 07304 to serve as a **Member** of the **Jersey City Community Advisory Board for the Bayfront Redevelopment Project**. Mrs. Burke's term will commence on this date and expire on September 12, 2020.

Thank you for your attention to this matter.

Sincerely,

  
Steven M. Fulop  
Mayor

c: Peter J. Baker, Corporation Counsel  
Brian D. Platt, Business Administrator  
Robert Byrne, City Clerk  
Annisia Cialone, Director, City Planning  
Allison N. Solowsky, Deputy Chief of Staff  
Nancy Warlikowski, Mayor's Office  
Charlene Burke



# Charlene Burke

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**56 Duncan Avenue, Jersey City, New Jersey 07304**

## **Qualifications**

- Excellent written communication and verbal presentation skills.
- Ability to communicate with all levels of government and elected officials, Corporate, Foundation, Non-profit and Community leaders.
- Managed complicated construction projects with architects and contractors.
- Strong leadership abilities with positive reinforcement as motivation.
- Creative and confident with leadership role developing small action teams to large community-wide initiatives.
- Develops budgets, identifies resources and manages databases.
- Set goals, develop strategy and manage implementation of a new small business to large community organization resulting in state and local recognitions and national awards.
- Extensive training and experience in advertising, marketing, promotions, fundraising and small-medium size business development.
- Effective negotiator and confident public speaker.
- Computer literate in Microsoft Project Management, Excel, Access, Word, and Graphic Design abilities using Quark, Photoshop and Microsoft publisher.

## **Experience**

2014-Present                      Hudson County Administration, Jersey City, N.J.

### **Grants Administrator and Shared Services**

- Executive Committee member of the Hudson County Grants Task Force that identifies programs and priorities in cooperation with the various County departments to recommend to the County Administration for funding.
- Recommends to the County Administrator and Board of Chosen Freeholders all grant opportunities that are available and those that provide potential funding opportunities for the County.
- Notifies County departments of governing body decision and asks for recommendations.
- Responsibilities include preparing applications for competitive federal and state grants.
- Assists all County departments throughout their grant application process.
- Communicates with and coordinates support documentation from municipal, state and federal governments, Corporate and Non-profit organizations for County grant applications.
- Responsible for maintaining the County grant application database.

## **Charlene Burke**

2004-2013 Hudson County Division of Parks, Jersey City, N.J.

### **Grants Coordinator and Special Projects**

- Grant support – reviewed all grant notifications and recommended appropriate grant opportunities aligned with the Parks Master Plan goals and objectives. Presented recommended applications to the Board of Chosen Freeholders.
- Grant applications – prepared and managed all grant applications for the Parks Division. Communicated with and coordinated support documentation from municipal, state and federal governments, Corporate and Non-profit organizations for County park grant applications
- Grant Management – established and maintained cooperative working relationships with all federal and state grant funding agencies and project contractors to fulfill grant requirements. Responsible for all grants reporting and fiscal administration. Created and maintained status database of all grants applications.
- Records Retention - Organized, maintained, and computerized database of parks' historic map collection.
- Surveyed facilities and computerized a database of amenities in all County Parks in preparation for Parks Master Plan update.
- Prepared contractor bid specifications for restoration of historic park monuments.
- Researched, recommended and outreached for Hudson County Sports Hall of Fame Awards and Dinner event including design of program.
- New Programs Design - Organized and coordinated multiple Hudson County agencies and department's participation in a Hudson County Earth Day 2013 event involving 300+ public volunteers.

### **Education**

St. Peter's College, Jersey City, N.J.

- Bachelor of Science degree, Biology.

New Jersey Main Street Program Certification 2004.

Rutgers Extension Master Gardener Program 2013.

### **Community Activities**

- Hoboken Advantage, Board member 1989-1991.
- Barrow Mansion, Board member 1992-1995.
- American Heritage Festival, Publicity Chair 1995, Event Co-Chair 1996.
- New Jersey Harbor Heritage Festival, Publicity Chair 1998, 1999.
- Jersey City Tourism Board, Chair 1997-1999.
- Educational Arts Team, Board member 2001-2004.
- Jersey City Landmarks Conservancy, Vice-President 2001-2003.
- McGinley Square Partnership SID, Board member 2001-2003 and Promotions Chairperson 2002-2003.
- West Bergen/Lincoln Park Neighborhood Coalition, Vice-President 2003, President 2004-2015.
- Monticello Community Development Corporation, Vice-President 2002-2010 (managing organization of the Monticello Main Street Program).
- Bergen Communities United, founding member 2004 and steering committee member 2004-present.

## Charlene Burke

- Jersey City Parks Coalition, Board member 2007-present, Executive Board Secretary 2012 to 2014.
- Woman's Club of Weehawken, President 2007-2009, Co-President 2009-2011.
- The Lincoln Association, Trustee 2007-2013, Secretary 2010-2012, Vice-President 2012-2013, President 2013-2014.
- West Side Community Alliance, Committee member 2009-2011, President 2011-2014, Sr. Vice-president 2014 to present.
- Founder and Co-manager of the Farmers Market at Lincoln Park, established 2014.

## References

Upon Request

## Community Awards

- **1994 Print Media Award** at the New Jersey Governor's Conference on Travel and Tourism for *Yesterday, Today in New Jersey Magazine*.
- **2005 Jersey City Woman of Action Award** for organizing celebration of Lincoln Park's 100<sup>th</sup> and historic tours of the neighborhood.
- **2007 Ted Conrad Preservationist Award** by the Jersey City Landmarks Conservancy for R1-A zoning preserving the historic character of the West Bergen District.
- **2007 Green Leaf Award** by New Jersey Department of Environmental Protection for organizing a community planting over 50 street trees.
- **2009 Women Protecting the Environment Award** from Hudson County for promoting the expansion of Boyd-McGuinness Park, JFK & Duncan.
- **2010 Jersey City Woman of Action Award** for promoting the expansion of Boyd-McGuinness Park, JFK & Duncan.
- **2010 National Night Out Community Recognition Award** for organizing a Block-watch training program for the West Bergen/Lincoln Park Neighborhood.
- **2012 USA Weekend National Make A Difference Day Award** for Jersey City Park Coalition's 2011 "BIG DIG" Jersey City, \$10,000 presented in Washington, DC to the Coalition and the City of Jersey City.
- **2012 Ted Conrad Preservationist Award** to the Jersey City Parks Coalition for the "BIG DIG" Jersey City citywide beautification effort.
- **2013 TEDx Jersey City** Invited to speak on the "BIG DIG" project, its origins, accomplishments and impact on the City and the Jersey City Parks Coalition.

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

City Clerk File No. Res. 18-888

Agenda No. 10.Z.5

Approved: SEP 26 2018



**TITLE: RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH IMPERIAL DADE ALLOWING FOR THE USE OF BLOCK 11706, LOTS 1 & 2 FOR THE PURPOSES OF OVERFLOW PARKING**

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, the City of Jersey City (the "City") owns vacant and unused property located at Block 11706, Lots 1 & 2 in the City of Jersey City (the "Property"); and

**WHEREAS**, Imperial Dade, a business with a headquarters located at 255 US 1 & 9 Truck in Jersey City, has expanded the workforce employed at its Jersey City headquarters from approximately 480 employees to 671 employees; and

**WHEREAS**, Imperial Dade is currently experiencing a temporary shortage of parking spaces as a result of its expanded workforce; and

**WHEREAS**, Imperial Dade desires to use the Property for the purposes of overflow parking while the property is not in use by the City; and

**WHEREAS**, the Property shall also be open to use by the public for parking as spaces are available; and

**WHEREAS**, Imperial Dade may make improvements to the Property, provided that authorization is received by the City and such improvements are removed upon the expiration of the attached License Agreement; and

**WHEREAS**, Imperial Dade shall indemnify the City against any and all claims resulting from the use of the Property; and

**WHEREAS**, the term of the License Agreement shall be for one (1) year after the date of execution by City Officials, and may be terminated with thirty (30) days' notice;

City Clerk File No. Res. 18-888Agenda No. 10.7.5 SEP 26 2018

TITLE:

**RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH IMPERIAL DADE ALLOWING FOR THE USE OF BLOCK 11706, LOTS 1 & 2 FOR THE PURPOSES OF OVERFLOW PARKING**

**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 License Agreement with Imperial Dade for the use of the Property in accordance with the requirements and restrictions as specified in the attached License Agreement.
2. Subject to such modification as may be required or deemed necessary or appropriate by Corporation Counsel, the License Agreement shall be in substantially the form of the document attached hereto.

JMcK  
9/20/2018

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

APPROVED AS TO LEGAL FORM

APPROVED: KG

Business Administrator

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

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.26.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH IMPERIAL DADE ALLOWING FOR THE USE OF BLOCK 11706, LOTS 1 & 2 FOR THE PURPOSES OF OVERFLOW PARKING**

**Project Manager**

Department/Division	Business Administration		
Name/Title	Brian Platt	Business Administrator	
Phone/email	(201) 547-4513	BPlatt@jcnj.org	

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

**Contract Purpose**

This resolution will authorize the execution of a License Agreement with Imperial Dade for the use of Block 11706, Lots 1 and 2, for the purpose of overflow parking.

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

--

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

--

Type of award License Agreement

If "Other Exception", enter type

--

**Additional Information**

--

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

## LICENSE AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 between the City of Jersey City, a municipal corporation of the State of New Jersey (hereinafter referred to as "City" or "Licensor") and Imperial Dade (hereinafter referred to as "Licensee"), whose address is 255 US 1 & 9 Truck, Jersey City, NJ 07306.

By this Agreement the City grants permission to the Licensee to enter onto property owned by the City which is located at Block 11706, Lots 1 & 2 in the City of Jersey City (hereinafter referred to as the "Premises"). Licensee intends to use the Premises for the purposes of overflow parking while the Premises is not in use by the City until such time that the Licensee is able to determine a permanent solution for its parking needs. Licensee is permitted to enter the Premises for the purposes described in this Agreement and subject to the terms and conditions of this Agreement which are set forth below.

1. The term of this License is for a period of 1 year effective after this Agreement is executed by City officials.
2. The Licensee shall be permitted to use the Premises for the following activities:
  - a. Entering on the Premises and using it for the purposes of overflow parking.
  - b. Making improvements to the Premises, such as paving or fencing, for the purpose of safer parking and securing vehicles. No improvements or alterations to the Premises shall occur without the express written approval and authorization by the City.
  - c. At all times during the term of this Agreement, the public shall be permitted to use the Premises as space is available.

Use of the Premises for activities other than those listed above are permitted only upon the review and written approval of City Officials.

3. The permission hereby granted for use of the Premises may be revoked at any time by the City with or without cause, by the City's Manager of Real Estate or Business Administrator giving thirty (30) days written notice to the Licensee. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the Premises which occurred on or prior to the date of revocation.

4. Any damage to property owned by or under the jurisdiction of the City resulting from or in any way arising out of the use of the Premises by the Licensee will be repaired by the Licensee at its own cost and expense. If the Licensee fails to make such repairs within a reasonable time after being requested to do so, the City shall have the right to make such repairs and the Licensee agrees to reimburse the City for all costs and expenses thereof. Upon expiration of this Agreement, Licensee shall restore the Premises to the condition in which it was found prior to the Licensee's access to the property, which shall

include the removal of any improvements installed by the Licensee.

5. The Licensee agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the Licensee's use or the public's use of the Premises permitted herein. The Licensee further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, the Licensee shall, at no cost or expense to the City, defend against such claims, in which event the Licensee shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The Licensee's liability under this License Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

6. Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.

7. The permission to use the Premises is not intended to grant permission to use unoccupied property not under the jurisdiction of the City, nor is it intended to relieve the Licensee from its responsibility to procure and maintain in effect all other requisite permissions and approvals.

8. The entire agreement between the City and Licensee is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.

9. City officials, officers, directors, employees or agents shall not be charged personally with any liability under any term or provision of this agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.

10. The Licensee's use of the Premises shall keep all improved and open public streets free and clear of obstructions and shall not interfere with their use.

11. The City shall not be responsible for any loss or theft sustained by the Licensee during its use of the Premises.

12. The Licensee shall provide insurance coverage to the City indemnifying the City from any liability in connection with the Licensee's and the public's use of the Premises. Licensee will supply the City with a copy of its insurance liability policy. The amount of the insurance shall be determined by the City's Risk Manager. The City shall be named as an insured party. All accidents or injuries to person, or any damages to property, occurring as a result of or in connection with the Licensee's use of the property shall be reported immediately to the City of Jersey City, Division of Risk Management and the



Office of Real Estate as authorized representatives of the Licensors together with all information required by the Licensors on prescribed forms to be provided by the Licensors.

13. The Licensee's use of the Premises shall be in accordance with all applicable federal, state, county, and City laws and regulations including but not limited to health ordinances and regulations of the City of Jersey City which are applicable to the intended use of the Premises by the Licensee.

14. All equipment installed or used by the Licensee in connection with its use of the Premises that may be removed without damage to the Licensors' Premises shall be deemed to be the property of the Licensee and shall be removed by it at the termination of the use of the Premises. In the event that the same is not removed, the same shall be deemed abandoned and the Licensors shall have the right to dispose of the same and charge the Licensee for any cost of disposing thereof.

15. The authorized representative of the Licensee who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement is Paul M Cervino, Chief Administrative Officer. No other persons are to speak or act for the Licensee. The Licensee may change the name of the one (1) authorized representative under this paragraph with written notice to the Licensors.

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

Licensors: Ann Marie Miller, Manager  
Office of Real Estate  
City Hall  
280 Grove Street  
Jersey City, N.J. 07302  
Telephone No. (201) 547-5234

Licensee: Paul M Cervino  
Chief Administrative Officer  
Imperial Bag & Paper Co LLC  
255 Route 1 and 9  
Jersey City, NJ 07306

17. This Agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto and the contractors or agents of Licensee. The Licensee shall not assign this Agreement, or any part thereof, or occupy the property for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages.

18. All of the above terms and conditions shall be binding on the Licensee, Licensor and all other parties connected with the event for which the Premises are herein licensed. Any and all violations of the terms and conditions of the said Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

19. This Agreement, when properly executed, shall be binding upon the parties hereto and their respective successors and assigns.

20. This Agreement shall terminate one (1) year after this Agreement is executed by City officials.

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

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

(Licensee)

By: \_\_\_\_\_

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

CITY OF JERSEY CITY

By: \_\_\_\_\_  
Brian Platt  
Business Administrator

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

JMcK/JNS  
9-20-2018

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

City Clerk File No. Res. 18-889

Agenda No. 10.Z.6

Approved: SEP 26 2018

TITLE:



## RESOLUTION APPOINTING THYSON T. HALLEY AS A MEMBER OF THE ETHICAL STANDARDS BOARD OF THE CITY OF JERSEY CITY

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

**WHEREAS, Thyson T. Halley**, is a resident of the City of Jersey City; and

**WHEREAS, Thyson T. Halley**, has been chosen by virtue of his known and consistent reputation for integrity and knowledge of local government affairs; and

**WHEREAS**, Mayor Steven M. Fulop reviewed the qualifications of **Thyson T. Halley** and recommended his appointment as a member of the Ethical Standards Board of the City of Jersey City, by letter dated September 20, 2018; and

**WHEREAS**, the Council has reviewed the qualifications of **Thyson T. Halley** and considers him well qualified to serve as a member of the Ethical Standards Board of the City of Jersey City.

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

1. The appointment of **Thyson T. Halley** as a member of the Ethical Standards Board of the City of Jersey City is hereby consented to and confirmed pursuant to N.J.S.A. 40A:9-22.19(a).
2. His term of office shall expire on May 10, 2020.

G:\WPDOCS\BOARDS\ETHICAL\Thyson T Halley - Resolution.vpd

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.26.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

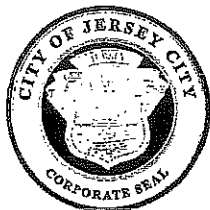
✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk



# CITY OF JERSEY CITY

## OFFICE OF THE MAYOR

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



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

STEVEN M. FULOP  
MAYOR OF JERSEY CITY

September 20, 2018

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

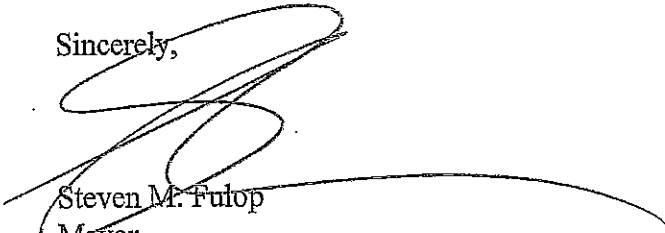
Report of Directors  
8.f  
Meeting 09.26.18

Dear Council President and Members:

Kindly be advised that I have appointed **Thyson T. Halley**, of 3 New Heckman Drive, Apt. 10C, Jersey City, New Jersey, 07305, **Democrat**, to serve as a member of the **Jersey City Ethical Standards Board**. Mr. Halley is replacing Hannah H. Iglesias, who has moved out of Jersey City. His term will commence upon the adoption of a resolution and will expire May 10, 2020.

I respectfully request your advice and consent on this matter.

Sincerely,

  
Steven M. Fulop  
Mayor

c: Peter J. Baker, Corporation Counsel  
Brian D. Platt, Business Administrator  
Robert Byrne, City Clerk  
Allison N. Solowsky, Deputy Chief of Staff  
Nancy Warlikowski, Mayor's Office  
Thyson T. Halley

Thyson T. Halley  
3 New Heckman Dr. Apt 10C  
Jersey City NJ 07305

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#### Objective

To obtain a professional position with a progressive agency, this will allow me to utilize my Sign Language Interpreting, Program Director, Administrative, and Customer Service experience. I welcome challenges that will afford me the opportunity for career growth.

Chosen Generation Ministries- Newark NJ

November 2006 to present

Lead Pastor administrative assistant

Prepare and edit correspondence, communications, presentation and other documents. File and retrieve documents and reference materials. Conduct research, assemble and analyze data to prepare reports and documents. Manage and maintain Lead Pastor's schedules, appointments and travel arrangements (if needed). Arrange, coordinate and attend assigned meetings and events. Record, transcribe and distribute minutes of meetings (board, staff and pastoral). Receive and screen incoming communications to the Lead Pastor's office. Communicate with internal staff at all levels. Coordinate project-based work

The Phoenix Center -Nutley, NJ

September 2013 to Present

Assist in the educational and social development of students under the direction and guidance of the facilitator and classroom teachers. Assist in the implementation of Individual Education Plans for the students and monitor their progress. Provide support for individual students inside and outside the classroom to enable them to fully participate in activities. Work with other professionals, such as speech therapist, social worker, occupational and physical therapists. Assist classroom teachers with maintaining student records. Support students with emotional or behavior concerns and assist them in developing appropriate social skills.

Ferncliff Mainor-Yonkers NY

April 2005 to July 2013

ASL Language Specialist

Assistant classroom teachers to develop ASL English dual language instructional programs. Provides leadership in the evaluation of students' receptive and expressive sign communication abilities for reports. Assists teachers and support staff in designing appropriate instructional environments to support students' sign communication needs.. Acts as a sign language resource to instructional staff related to language use, variation, technical signs, communication strategies, etc. Participates in the development of student evaluation reports by evaluating students sign communication abilities and participates in the decision-making process as a member of the evaluation team.

#### Education

Camden County College August 2001 – December 2005

Deaf Studies

The National Association of the Deaf August 2010 Level III Certification