

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

City Clerk File No. Res. 09-813

Agenda No. 10-A

Approved: OCT 14 2009

TITLE:



RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

COUNCIL
adoption of the following resolution:

offered and moved

WHEREAS, it is necessary to provide an additional appropriation in the Fiscal Year 2010 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period, and

WHEREAS, no adequate provision has been made in the Fiscal Year 2010 temporary budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above, and

WHEREAS, the total temporary budget resolutions adopted in Fiscal Year 2010 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals \$280,495,870.

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

1. An emergency temporary appropriation is hereby created for:

		FROM	TO
20-120	CITY CLERK OE	40,000	50,000
20-100	BUSINESS ADMINISTRATOR OE	25,000	30,000
20-109	RISK MANAGEMENT OE	925	1,525
20-134	ACCOUNTS & CONTROL OE	1,420	2,320
20-150	TAX ASSESSOR OE	52,175	73,175
20-155	LAW OE	300,000	500,000
26-290	PUBLIC WORKS DIRECTOR'S OFFICE OE	23,725	46,900
28-375	PARK MAINTENANCE OE	194,825	372,575
26-291	BUILDING & STREET MAINTENANCE OE	424,375	756,625
26-315	AUTOMOTIVE SERVICES OE	766,750	1,118,750
20-175	NEIGHBORHOOD IMPROVEMENT OE	4,750	5,875
31-433	OFFICE SERVICES	443,050	493,050
31-435	COMMUNICATIONS	554,500	684,500
30-416	JERSEY CITY MUSEUM	375,000	500,000
30-471	PRIOR YEAR BILLS	8,911	13,711
	PARIS GRANT	173,700	173,770
	WIC	0	1,508,900
	JOB TRAINING PARTNERSHIP ACT-ARRA	0	1,743,716
	JTPA	0	4,107,156

TITLE: OCT 14 2009

RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

2. Said emergency temporary appropriation will be provided for in the Fiscal Year 2010 Municipal Budget.

APPROVED: Karen P. Dealy

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator
KSJ

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter H. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. Res. 09-814

Agenda No. 10.B

Approved: OCT 14 2009

TITLE:



RESOLUTION DISAPPROVING THE APPLICATION OF 77 HUDSON URBAN RENEWAL COMPANY, LLC, TO EXTEND THE TERM OF ITS TAX ABATEMENT AND LOWER ITS SERVICE CHARGE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, K. Hovnanian at 77 Hudson Urban Renewal Company, LLC is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. [Entity]; and

WHEREAS, by the adoption of Ordinance 06-017 on March 8, 2006, the City of Jersey City approved a 20 year tax exemption for a mixed use condominium building to be constructed at 77 Hudson Street, Block 36, Lot 40, formerly Lot 1A [Property] and authorized the execution of a Financial Agreement; and

WHEREAS, pursuant to Ordinance 06-017, the City approved a 20 year tax abatement under which 77 Hudson would be required to pay a service charge equal to 16% of annual gross revenue under a Financial Agreement dated as of March 28, 2006; and

WHEREAS, the Entity completed construction of a forty-eight (48) story building, containing approximately 420 market rate residential condominium units, and a portion of the parking garage for approximately 420 cars and one or more condominium retail units of approximately 10,914 square feet [Project]; and

WHEREAS, due to the downturn of the real estate market and for other stated reasons, on July 17, 2009, the Entity filed an Application with the City seeking to extend the term of the tax abatement for 10 years and lower the percentage of its service charge to 11% for years 1-5; 13% from years 6-10 and 16% for the remainder; and

WHEREAS, 77 Hudson Urban Renewal LLC substantially completed the project having already sold 36 units, with the sale of an additional 13 units pending; and

WHEREAS, the approval and disapproval of a tax abatement, including any amendment or modification thereof, is within the sound discretion of the City of Jersey City after review by the governing body and upon consideration of the recommendation of the Mayor; and

WHEREAS, pursuant to N.J.S.A. 40A:20-9, an application to amend a tax abatement may be approved, but only upon the adoption of an ordinance; and

WHEREAS, pursuant to N.J.S.A. 40A:20-8, an application to amend a tax abatement may be disapproved by resolution; and

WHEREAS, based on a review of the application, with due consideration of the specific project including but not limited to its location and the number of units sold, and the Mayor's recommendation to disapprove the application as set forth in his letter dated September 21, 2009, a copy of which is attached hereto, the City of Jersey City has determined that it would not be in the best interests of the City of Jersey City to support the amendment to extend the term or reduce the service charges for the 77 Hudson Street Urban Renewal Company, LLC.

Agenda No. Res. 09-814

Approved 10.B OCT 14 2009

TITLE: **RESOLUTION DISAPPROVING THE APPLICATION OF 77 HUDSON URBAN RENEWAL COMPANY, LLC, TO EXTEND THE TERM OF ITS TAX ABATEMENT AND LOWER ITS SERVICE CHARGE**

NOW THEREFORE BE IT RESOLVED that the application of 77 Hudson Urban Renewal Company, LLC to amend its tax abatement to extend the term from 20 years to 30 years and lower its annual service charge from 16% to 11% for years 1-10; 13% for years 11-20 and retain 16% for years 21-30, is hereby disapproved, for the foregoing reasons, pursuant to N.J.S.A. 40A:20-9 and N.J.S.A. 40A:20-8.

JM/he
10/07/09

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. Res. 09-815

Agenda No. 10.C

Approved: OCT 14 2009

TITLE:



RESOLUTION APPOINTING ANGELICA M. SANCHEZ AS AIDE TO COUNCILMAN STEVEN FULOP

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

WHEREAS, N.J.S.A. 40:69A-60.1 empowers the Jersey City Municipal Council to appoint aides; and

WHEREAS, Councilman Steven Fulop, requests the Municipal Council to appoint Angelica M. Sanchez of 28 Henry Street, Jersey City, New Jersey as his Aide to replace Patricia (Pam) Andes who resigned.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City hereby consents to the appointment of **Angelica M. Sanchez as Aide to Councilman Steven Fulop** at a salary pursuant to law.

G:\WPDOCS\SEAN\Res\APPOINTM\Aide to Fulop - Angelica M Sanchez.wpd

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator
ASST

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA,	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. Res. 09-816
 Agenda No. 10.D
 Approved: OCT 14 2009



TITLE:

RESOLUTION EULOGIZING Reverend Dr. Randolph D. Johnson

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

WHEREAS, Randolph Johnson was born in Middletown, Connecticut on November 20, 1917 to Bishop Cainan W. Johnson and Agnes L. Johnson. The family relocated to Jersey City where they joined First Church of God in Christ under the leadership of Bishop Clemens. Two years later, his father became Pastor; and

WHEREAS, Reverend Johnson gave his life to Christ at the age of 9. By the age of 12, he was considered a musical prodigy. He played the piano, organ, drums and xylophone and used those gifts to play for various churches and choral groups. During his teens and early twenties, Rev. Johnson ran track for Lincoln High School, Seton Hall University and an Athletic Club in Jersey City; and

WHEREAS, Rev. Johnson served as the Jr. Pastor of COGIC Temple as a young adult and in 1967, became Pastor after the death of his father. He served as the Young People Willing Worker (Y.P.W.W.) President for the State of New Jersey, District President, District Superintendent and Superintendent of the Northeast District; and

WHEREAS, Rev. Johnson also served on the Judiciary Board of Pastors and Elders Council (COGIC National Church) and was a member of the Interdenominational Ministers Alliance of Jersey City. He was a lifetime member of the NAACP and faithful student of the Interfaith Conference in Hampton, Virginia. While serving in these positions, Rev. Johnson worked as a Mechanical Engineer for General Dynamics; and

WHEREAS, Rev. Johnson met his wife, Fannie Mae "Candy" Johnson at church. The two married in 1945 and from this loving union, three children were born; Randolph Johnson Jr., Carolyn Johnson-Taliaferro and Ronald W. Johnson; and

WHEREAS, Rev. Dr. Randolph D. Johnson departed this life on September 15, 2009. Surviving to cherish his precious memory are his sons, Randolph F. and Ronald W. Johnson; daughter-in-law, Rosemary Bailey; grandchildren, Pamela Bradley, Tambalyn Taliaferro, Randolph Johnson III, Ronald Brown and Larry Lewis; 13 great-grandchildren, sisters-in-law, Joan Little and Dolly Holloway; brothers-in-law, Mitchell Holloway and Joseph Pleasant; and a host of nieces, nephews, cousins, friends and the COGIC Temple family.

NOW THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby mourn the passing of **Rev. Dr. Randolph D. Johnson**. We offer heartfelt condolences to the Johnson family.

APPROVED: _____
 APPROVED: Jon Conners
 Business Administrator

APPROVED AS TO LEGAL FORM

 Ass't Corporation Counsel

Certification Required

Not Required **APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FJLOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 09-817

Agenda No. 10.E

Approved: OCT 14 2009

TITLE:

RESOLUTION HONORING JUAN "POPS" RAMON SANTOS



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

WHEREAS, as of July 1, 2008, people of Hispanic origin have been recorded as the largest ethnic or race minority in the United States. In addition, there are approximately four million residents on the island of Puerto Rico. In September 1968, Congress authorized President Lyndon B. Johnson to proclaim National Hispanic Heritage Week. The observance was expanded in 1988 into a month long celebration held September 15 – October 15; and

WHEREAS, every year as part of Jersey City's Hispanic Heritage Month, an annual domino tournament is held at Pershing Field Ice Rink. The game of dominos is prevalent in Hispanic culture especially in Spain and Puerto Rico. The annual tournament has become a Jersey City tradition filled with celebration, ethnic food, music and performances. This year the 6th Annual City-Wide Domino Tournament will be held on Saturday, September 26, 2009 at which time, **Juan "Pops" Ramon Santos**, a talented musician will be honored; and

WHEREAS, the music of Puerto Rico has been influenced by the United States, Africa, Taíno Indians, Panama, Cuba, France, the Dominican Republic and the Spanish and has become very popular across the Caribbean and across the globe. Native popular genres include bomba, plena, and seis. Salsa is a distillation of many Latin and Afro-Caribbean dances. Puerto Rican musicians had a considerable hand in the preservation and development of this music in the United States; and

WHEREAS, **Juan "Pops" Ramon Santos** will be honored as the Musician Salsero of 2009. Pops began playing music at the age of six with a guitar purchased by his mother Lita Santos. He went on to play the Magnus Organ and later became an accomplished pianist. Throughout his life, Pops has played in several bands. During college he belonged to Rumbo Temporal, a band managed by the famous Angel Valentin. Pops played with Glen Vargas and his Orchestra for 23 years. In 1999, he started his own group, Papo Santos y Lo 6 del Son and in 2008 the band was renamed Papo Santos y Los Anejo. Pops continues to play his piano for his family and friends with love, energy, and devotion.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor **Juan "Pops" Ramon Santos**. We extend our city's best wishes and makes public the appreciation and esteem he so richly deserves.

G:\WPDOCS\TOLONOA\RESOS\Juan "Pops" Ramon Santos - domino tournament 6th annual.wpd

APPROVED: _____
 APPROVED: [Signature]
 Business Administrator
 ABS

APPROVED AS TO LEGAL FORM
[Signature]
 Asst. Corporation Counsel

Certification Required
 Not Required **APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

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

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

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. Res. 09-818

Agenda No. 10.F

Approved: OCT 14 2009

TITLE: **RESOLUTION CELEBRATING THE ANNUAL NAVRATRI FESTIVAL IN THE CITY OF JERSEY CITY**



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

Whereas, India Square is located in Jersey City on Newark Avenue between Kennedy Boulevard and Tonelle Avenue. Stores at Little India have great food and shopping opportunities. The stores are owned and operated by people from different corners of South Asia; including Gujarat, Kerela, Pakistan and Uttar Pradesh. Delicacies like samosas, dhosas, paneer tikka masala, chicken kebab and jalebi are sold here. There are restaurants, video stores, music stores and jewelry stores which offer the finest Indian gold; and

Whereas, the Navratri Festival, coordinated by the Jersey City Asian Merchants Association, is an annual Hindu cultural event held in Little India. The street is blocked off from traffic and the festival is celebrated here with grandeur; and

Whereas, Navratri is the sacred and joyous festival of the Hindu community of India and celebrated throughout the country for its religious and social importance. Nava means "nine" and "ratri" means night and the festival is observed over a period of nine nights. During the festival of Navratri, the supreme female cosmic power or Goddess Shakti is worshiped in her variously manifested forms. Shakti is the concept, or personification, of divine feminine creative power, sometimes referred to as 'The Great Divine Mother' in Hinduism; and

Whereas, the Navratri Festival offers a spiritual message and celebrates the triumph of good over evil and exhorts mankind to wake up from the slumber of ignorance, remove all negativity, purify the mind and cultivate positive virtues. This alone can help one gain the necessary spiritual knowledge to transcend all earthly limitations and achieve salvation - the highest goal of human life. The festival signifies power, wealth, prosperity and knowledge; and

Whereas, every year, during the Navratri Festival, the streets of Little India fill with dancers and spectators of all ages. Musicians from India take the stage and participants "garba" and "raas" into the wee hours of the morning. Men wearing kurta-salwar or sherwanis strut their garba dance along with females in traditional Indian clothing. Delicious Indian cuisine is also offered; and

Whereas, this year, the Navratri Festival will be celebrated at India Square during September 25-26 and October 2-3, 2009; and

Whereas, special recognition and accolades should be given to the following business and medical professionals and community leaders. They serve as an example to all.

**Arvind Patel Dr. Jayesh Patel Harish Hathiwala Nitin Gurjar Shashikant Patel
Atul Shah Dr. Hermant Shah Naresh Bhadiyadar Raj Bhoj Yogesh Patel**

now, therefore, be it resolved, that the Municipal Council of the City of Jersey City does hereby recognize and appreciate the Hindu culture and the significant contributions made by the Jersey City Indian community. We urge all residents to attend the Navratri Festival, a magnificent cultural event.

G:\WPDOCS\TOLONDA\RESOS\Navratri Festival.wpd

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Asst. Corporation Counsel

Certification Required

Not Required **APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. Res. 09-819
 Agenda No. 10-G
 Approved: OCT 14 2009



TITLE: **Resolution Commemorating
 The Life and Deeds of**
N. Beatrice Worthy

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

WHEREAS, N. Beatrice Worthy was born in 1913, in Charlotte, North Carolina. Beatrice attended high school in Jersey City. She attended college at night and worked during the day to earn a Bachelor of Science degree in 1948. Beatrice received an MBA in 1954 from New York University School of Commerce and studied toward a Ph.D. during the late 1960's; and

WHEREAS, Beatrice Worthy prided herself in being the first African American woman to graduate with a Master's Degree in Business from NYU. Her thesis, "The Contribution of Women to the Management of American Industry," was an unusual topic during the 1950's; and

WHEREAS, Beatrice Worthy worked at the Department of Defense, Bell Laboratories, and AT&T, where she helped implement an affirmative action program. In 1965, her essay analyzing the attitudes toward women in management was printed in the Harvard Business Review. She retired from her position at AT&T in 1978. Beatrice was also a public speaker; and

WHEREAS, Beatrice Worthy founded the Hudson Repertory Dance Theater and School located in Jersey City in 1983; and

WHEREAS, Beatrice Worthy merited various awards in her lifetime, including a Certificate of Appreciation from the National Council of Negro Women, the National Urban League and special honors from the NAACP; and

WHEREAS, Beatrice Worthy was an active member of the Community Church in New York City for more than 50 years where she served on its board; and

WHEREAS, Beatrice Worthy leaves a great legacy. As an African American and as a woman, she overcame a childhood sickness and persevered with great dignity and self knowledge to become a role model and mentor to many individuals and institutions. She encouraged young people to know that despite challenging times, they could do anything they set their minds to and talents must not be wasted; and

WHEREAS, Beatrice Worthy was called from this life at the age of 95 and leaves to cherish her memory: her dear niece Ruth Ann Watkins and nephew Lawson III; her long time friend, Hannah Brown; her "special" great and great-great nieces, Cheryl Dawkins, Lori Ann Correa and Sonja Garlin.

NOW THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City deems it a fitting and proper tribute to commemorate the life and deeds of **N. Beatrice Worthy**.

G:\WPDOCS\TOLONDA\RESOS\EULOGIZE\N. Beatrice Worthy.wpd

APPROVED: _____
 APPROVED: *John Corrao*
 Business Administrator

APPROVED AS TO LEGAL FORM

Paul Reddy
 Corporation Counsel

Certification Required
 Not Required **APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

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

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

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

Robert Byrne
 Robert Byrne, City Clerk

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

City Clerk File No. Res.09-820
 Agenda No. 10.H
 Approved: OCT 14 2009
 TITLE:



RESOLUTION HONORING LUIS MOVING

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

WHEREAS, as of July 1, 2008, people of Hispanic origin have been recorded as the largest ethnic or race minority in the United States. In addition, there are approximately four million residents on the island of Puerto Rico. In September 1968, Congress authorized President Lyndon B. Johnson to proclaim National Hispanic Heritage Week. The observance was expanded in 1988 into a month long celebration held September 15 – October 15; and

WHEREAS, every year as part of Jersey City's Hispanic Heritage Month, an annual domino tournament is held at Pershing Field Ice Rink. The game of dominos is prevalent in Hispanic culture especially in Spain and Puerto Rico. The annual tournament has become a Jersey City tradition filled with celebration, ethnic food, music and performances. This year the 6th Annual City-Wide Domino Tournament will be held on Saturday, September 26, 2009 at which time, **Luis Moving**, a talented musician will be honored; and

WHEREAS, the music of Puerto Rico has been influenced by the United States, Africa, Taino Indians, Panama, Cuba, France, the Dominican Republic and the Spanish and has become very popular across the Caribbean and across the globe. Native popular genres include bomba, plena and seis; and

WHEREAS, Jíbaro is a term used to refer to mountain people, who lived "inland" in the heart of the island and are the backbone of the Puerto Rican culture. Jíbaro music is still very popular on the island; it is the music that is sung and played at weddings and other communal gatherings; and

WHEREAS, **Luis Correa**, also known as **Luis Moving** was born and raised in Puerto Rico and relocated to Jersey City will be recognized for keeping Jíbaro music and culture alive in Jersey City for more than 30 years.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor **Luis Moving**. We extend our city's best wishes and makes public the appreciation and esteem he so richly deserves.

G:\WPDOCS\TOLONDA\RESOS\Luis Correa - domino tournament 6th annual.lwpd

APPROVED: [Signature]
 APPROVED: [Signature]
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA,	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
 Peter M. Brennan, President of Council

[Signature]
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 09-821

Agenda No. 10.I

Approved: OCT 14 2009

TITLE:

RESOLUTION HONORING EL SABROSO RESTAURANT



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

WHEREAS, as of July 1, 2008, people of Hispanic origin have been recorded as the largest ethnic or race minority in the United States. In addition, there are approximately four million residents of Puerto Rico. In September 1968, Congress authorized President Lyndon B. Johnson to proclaim National Hispanic Heritage Week. The observance was expanded in 1988 into a month long celebration held September 15 – October 15; and

WHEREAS, every year as part of Jersey City's Hispanic Heritage Month, an annual domino tournament is held at Pershing Field Ice Rink. The game of dominos is prevalent in every Hispanic culture especially in Spain and Puerto Rico. The annual tournament has become a Jersey City tradition filled with celebration, ethnic food, music and performances. This year the 6th Annual City-Wide Domino Tournament will be held on Saturday, September 26, 2009 at which time, **El Sabroso Restaurant** will be honored for sharing the Puerto Rican cuisine tradition and having the best tasting restaurant in Jersey City; and

WHEREAS, the history and development of Puerto Rican cuisine begins with the Taíno Indians, the natives Columbus found when he discovered the island. Some Taíno foods still used today include yuca, peppers, and corn. Although Puerto Rican cooking is somewhat similar to both Spanish and Latin American cuisine, it is a unique tasty blend of influences using indigenous seasonings and ingredients. Locals call their cuisine "cocina criollo"; and

WHEREAS, **El Sabroso Restaurant**, located at 414 Central Avenue in Jersey City, New Jersey is a large and beautiful establishment where everyone can enjoy delicious Caribbean dishes accompanied with music and great people of all ethnicities.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor **El Sabroso Restaurant**. We applaud **El Sabroso Restaurant's** commitment to business and culture which contributes toward building a greater and better Jersey City.

G:\WPDOCS\TOLONDA\RESOS\sabroso.wpd

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator
AST

[Signature]
Act. Corporation Counsel

Certification Required

Not Required **APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA,	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. Res. 09-822

Agenda No. 10.J

Approved: OCT 14 2009

TITLE:

RESOLUTION CELEBRATING HISPANIC HERITAGE MONTH AND URGING ALL RESIDENTS TO TAKE PART IN THE 6TH ANNUAL CITYWIDE DOMINO TOURNAMENT



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

WHEREAS, as of July 1, 2008, people of Hispanic origin have been recorded as the largest ethnic or race minority in the United States. In addition, there are approximately four million residents of Puerto Rico. In September 1968, Congress authorized President Lyndon B. Johnson to proclaim National Hispanic Heritage Week. The observance was expanded in 1988 into a month long celebration held September 15 – October 15; and

WHEREAS, every year as part of Jersey City's Hispanic Heritage Month, an annual domino tournament is held at Pershing Field Ice Rink. The game of dominos is prevalent in every Hispanic culture especially in Spain and Puerto Rico. The annual tournament has become a Jersey City tradition filled with celebration, ethnic food, music and performances. This year the 6th Annual City-Wide Domino Tournament will be held on Saturday, September 26, 2009; and

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council, that the Municipal Council of the City of Jersey City does hereby join in the celebration of Hispanic Heritage Month and urges all residents to take part in the 6th Annual Citywide Domino Tournament. Special recognition and accolades should be given to the founder **RAYMOND BENITEZ** and **NARCISSO CASTILLO** who coordinated this cultural event.

G:\WPDOCS\YOLONDA\RESOS\domino tournament - 6th annual.wpd

APPROVED: _____
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Att. Corporation Counsel

Certification Required

Not Required **APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. Res. 09-823
 Agenda No. 10.K
 Approved: OCT 14 2009



TITLE:

RESOLUTION ACCEPTING A BID FOR THE SALE OF AN EASEMENT AFFECTING CERTAIN REAL PROPERTY NOT NEEDED FOR A PUBLIC PURPOSE PURSUANT TO N.J.S.A. 40A: 12-13.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City (City) is the owner of real property not needed for a public use identified on the Tax Map as Block 1819, Lot 2.A a/k/a 146 Belmont Avenue, Jersey City; and

WHEREAS, on September 9, 2009 the Municipal Council adopted Resolution 09-755 authorizing the advertisement for bids to sell an easement to crossover the Property so that a building under construction at 148 Belmont Avenue will have a means of emergency egress; and

*B.R.
10-5-09*

WHEREAS, notice of the bid reception was duly published as required by law; and

WHEREAS, a public bid reception was held in the Real Estate Office, City Hall, 280 Grove Street, Jersey City, New Jersey, on October 1, 2009 at 10 o'clock in the forenoon local time; and

WHEREAS, Classic Builders, LLC 682 Route 440, Jersey City, New Jersey 07304 submitted the sole bid of \$15,000.00

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the bid submitted by Classic Builders, LLC in the amount of \$15,000.00 for the sale of an easement affecting 146 Belmont Avenue a/k/a Block 1819, Lot 2.A is hereby accepted.

BE IT FURTHER RESOLVED, that an Easement Agreement in substantially the form of the attached be executed by all parties within fourteen (14) days of the adoption of this resolution.

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

Certification Required
 Not Required

No 2009105

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ 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

Easement Agreement for Emergency Egress

This Agreement is made this _____ day of October, 2009 between The City of Jersey City, (hereinafter referred to as City) the Owner/Grantor of a certain real property located at 146 Belmont Avenue in Jersey City, Hudson County, New Jersey, more particularly described as follows: Block 819 and Lot 2.A and Classic Builders, LLC, (hereinafter referred to as Classic), the Owner/Grantee of a certain real property located at 148 Belmont Avenue in Jersey City, Hudson County, New Jersey, more fully described as follows: Block 819 and Lot B

WHEREAS, Classic is the Owner of Block 819, Lot B also described as 148 Belmont Avenue, Jersey City and is constructing a house on the property; and

WHEREAS, building approval is contingent upon Classic receiving a 142' by 3' access easement for egress across Block 819, Lot 2.A in order that occupants of Block 819, Lot B will have a means of egress in the event of an emergency.

The Above described properties are adjacent to each other and share a common boundary line, which forms the western line of 146 Belmont Avenue and the eastern line of 148 Belmont Avenue. Grantee requires a 142' by 3' access easement for egress across Block 819, Lot 2.A in order that occupants of Block 819, Lot B will have a means of egress in the event of an emergency.

Grant of Easement

Grantor grants an easement for emergency egress for the occupants of 148 Belmont Avenue on and across a 142' by 3' portion of the area lying along the western side of the property of the Grantor more fully described in Exhibit "A".

Duration of Easement

The easements granted in this agreement shall continue until expressly terminated by written agreement between the parties, their successors, or their assigns.

Use

The parties agree that Classic the Owner of 148 Belmont Avenue will use the easement for the emergency egress of occupants from 148 Belmont Avenue.

Indemnity & Insurance

Grantee agrees to indemnify and hold harmless Grantor from any loss caused by the Grantee's use of this easement and agrees to name Grantor as an additional insured on the Grantee's insurance policy.

Successors and Assigns

This agreement is made expressly for the benefit, and shall be binding on, the heirs, personal representatives, successors in interest, and assigns of the undersigned parties.

IN WITNESS WHEREOF, the parties have set their hands and seals to this agreement of this ____ day of _____, 2009.

By: _____ By: _____
Mohan Myneni, Classic Builders **Brian O'Reilly, The City of Jersey City**

Acknowledgment

Corporation or Other Entity

STATE OF NEW JERSEY, COUNTY OF HUDSON

I CERTIFY that on **October** _____, **2009**

Brian O'Reilly for the City of Jersey City

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the attached instrument;

(b) was authorized to and did execute this instrument as the **Business Administrator**

of the **City of Jersey City** the entity named in this instrument; and

(c) executed this instrument as the act of the entity in this instrument.

Print name and title below

Acknowledgment

Corporation or Other Entity

STATE OF NEW JERSEY, COUNTY OF HUDSON

I CERTIFY that on **October _____, 2009**

Mohan Myneni, managing member of Classic Builders, LLC

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

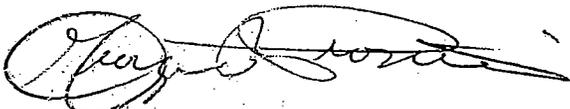
- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as **Managing Member of Classic Builders, LLC** the entity named in this instrument; and
- (c) executed this instrument as the act of the entity in this instrument.

Print name and title below

BEGINNING at a point in the northeasterly sideline of Belmont Avenue, said point being distant northwesterly 184.28 feet from the corner formed by the intersection of the said sideline of Belmont Avenue with the northwesterly sideline of Bergen Avenue; thence running

- 1) North 45 degrees 20 minutes 00 seconds East, 142.00 feet to a point, thence
- 2) Southeasterly and parallel with Belmont Avenue, South 45 degrees 00 minutes 00 seconds East, 3.00 feet to a point, thence
- 3) South 45 degrees 20 minutes 00 seconds West, 142.00 feet to a point on the aforesaid northeasterly sideline of Belmont Avenue, thence
- 4) Northwesterly along the northeasterly sideline of Belmont Avenue, North 45 degrees 00 minutes 00 seconds West, 3.00 feet to the **POINT AND PLACE OF BEGINNING**.

The above description is written in accordance with a survey prepared by *Pronesti Surveying, Inc.* dated August 1, 2007 and revised July 9, 2009.



George R. Pronesti, P.L.S.
N.J. Lic. No. 16202

Exhibit "A"

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

City Clerk File No. Res. 09-824

Agenda No. 10.1

Approved: OCT 14 2009

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF THE MODEL LEAD-SAFE CITY AGREEMENT BETWEEN THE NEW JERSEY DEPARTMENT OF THE PUBLIC ADVOCATE AND THE CITY OF JERSEY CITY

WHEREAS, lead poisoning can cause irreversible, life long, serious harm including neurological and behavioral problems, developmental disabilities, decreased IQ, growth problems, hearing loss, coma and even death; and

WHEREAS, lead poisoning is preventable and a blood test is the only method by which to diagnose a child as lead poisoned; and

WHEREAS, the lead poisoning problem in New Jersey is significant and statewide, but falls most heavily on the poor and on minorities in the State's older urban areas; and

WHEREAS, there are approximately 20,081 children under the age of six (6) in the City of Jersey City, and 2.1 % of the children in Jersey City who were screened in FY 2007 were found to have a blood lead level at or above the federal level of concern; and

*B.P.
10-7-09*

WHEREAS, approximately 78% of Jersey City's housing was built before 1978, when the national ban on the sale of lead paint went into effect, and approximately 53% of the housing in Jersey City was built before 1950 when the level of lead in paint was at its highest; and

WHEREAS, there are exorbitant medical, educational, and social costs to both the City of Jersey City and to the State associated with lead poisoning; and

WHEREAS, the City of Jersey City has demonstrated a commitment to ensuring that its children are protected from the dangers of lead poisoning; and

WHEREAS, the City desires to undertake various activities in order to become a model lead-safe City; and

WHEREAS, those activities are set forth in the Agreement attached hereto with New Jersey's Department of Public Advocate.

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 execute the attached Model Lead-Safe City Agreement between the New Jersey Department of the Public Advocate and the City of Jersey City.

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

2009 112

Certification Required

Not Required

APPROVED 8-0
10/14/09

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

MODEL LEAD-SAFE CITY AGREEMENT BETWEEN
THE NEW JERSEY DEPARTMENT OF THE PUBLIC ADVOCATE
AND THE CITY OF JERSEY CITY

WHEREAS lead poisoning can cause irreversible, life-long, serious harm including neurological and behavioral problems, developmental disabilities, decreased I.Q., growth problems, hearing loss, coma, and even death;

WHEREAS lead poisoning is preventable;

WHEREAS a blood lead test is the only method by which to diagnose a child as lead-poisoned;

WHEREAS paint that is deteriorating leaves children vulnerable to harmful lead exposure;

WHEREAS lead can be found in paint, dust, soil, water, certain industries, candies, toys, and folk remedies;

WHEREAS the Centers for Disease Control and Prevention currently have identified 10 micrograms per deciliter of whole blood ($\mu\text{g}/\text{dl}$) as the level of concern for lead poisoning and have acknowledged that there is no safe blood lead level;

WHEREAS the Department of the Public Advocate has undertaken an investigation of lead paint poisoning in this State and has uncovered families at high risk for exposure to lead;

WHEREAS Governor Jon S. Corzine has issued Executive Order #100 to address the serious issue of childhood lead poisoning;

WHEREAS the lead poisoning problem in New Jersey is significant and statewide, but falls most heavily on the poor and on minorities in the State's older urban areas;

WHEREAS there are approximately 20,081 children under the age of six in the City of Jersey City, and 2.1% of the children in Jersey City who were screened in FY 2007 were found to have a blood lead level at or above the federal level of concern;

WHEREAS approximately 78% of Jersey City's housing was built before 1978, when the national ban on the sale of lead paint went into effect, and approximately 53% of the housing in Jersey City was built before 1950 when the level of lead in paint was at its highest;

WHEREAS there are exorbitant medical, educational, and social costs to both the City of Jersey City and to the State associated with lead poisoning;

WHEREAS the City of Jersey City has demonstrated a commitment to ensuring that its children are protected from the dangers of lead poisoning;

THEREFORE, BE IT RESOLVED THAT THE CITY OF JERSEY CITY SHALL TAKE THE FOLLOWING STEPS REGARDING EDUCATIONAL OUTREACH, SCREENING, INSPECTION, ABATEMENT, RELOCATION, AND GRANTS AND BECOME A MODEL LEAD-SAFE CITY:

- I. The City of Jersey City ("City" or "Jersey City") shall designate one City Official as the Jersey City Model Lead-Safe City Coordinator ("Coordinator") for all efforts related to the prevention of and response to lead poisoning. The Coordinator shall serve as the point person for all intra-City lead efforts and shall be the liaison with County and State agencies, including but not limited to, the Hudson County Department of Health and Human Services, the Department of the Public Advocate ("DPA"), the Department of Community Affairs ("DCA"), the Department of Health and Senior Services ("DHSS"), the Department of Education ("DOE"), and the Department of Environmental Protection ("DEP"). The Coordinator shall also collaborate with community-based organizations ("CBOs"), and local hospitals and medical associations that deal with the treatment and prevention of lead poisoning.
- II. The City shall ensure that educational materials concerning the dangers of lead poisoning and the need for blood lead screening are made available to the public through participation in community events, school health fairs and presentations at various CBOs.
- III. In collaboration with CBOs, the City shall undertake efforts to increase blood screening rates in areas within the City where, according to DHSS mapping results, children are most at-risk of lead poisoning. The City will also make it more publicly known that lead screening can be performed at the Children's Health Clinic for children from 9 months to 6 years who have no health insurance or who are underinsured. The Clinic is located at 201 Cornelison Ave, first floor, Jersey City, NJ 07304.
- IV. The City shall explore the feasibility of providing lead safe work practice training for contractors, home owners, demolition experts, and redevelopment contractors doing work on pre-1978 housing. The training will be free of charge and shall include not only how to remove materials with lead paint safely, but also how to dispose of the material properly.
- V. Jersey City shall determine the feasibility of having City employees from the Division of Housing Code Enforcement ("DHCE") and other departments within the city cross-trained as lead inspectors/risk assessors.
- VI. The City's DHCE shall provide the following services: provide education through the Tenant Assistance Bureau, refer any units suspected of containing potential lead hazards to the lead poisoning prevention office, share information from the DHCE landlord database with the lead poisoning prevention office in order to identify and prosecute landlords, work with the prosecutor and judge on court appointed cases, do seminars through their Community Development Home Buyer Seminars program, set up dialogue with DCA and the DHCE, and utilize available relocation assistance programs in the relocation of families.
- VII. Via both cable access and face-to-face meetings, Jersey City will advise landlords and tenants of the dangers of lead paint hazards, the availability of State relocation and abatement funds, the use of specialized cleaning techniques to minimize exposure to lead hazards, and the existence of disclosure laws.
- VIII. When the Jersey City Department of Health and Human Services and/or the cross-trained DHCE inspectors determine that there is a lead hazard in one unit of a multi-unit dwelling in Jersey City, the City shall notify all residents of the multi-unit dwelling of this risk and urge them to get their children blood screened for lead. The cross-trained DHCE inspectors shall inspect all remaining units in the multi-unit dwelling.

- IX. Jersey City will not only continue its current practice of ensuring that a nurse case manager and environmental health specialist are sent to a lead poisoned child's home according to State protocol/guidelines, but will see if it is feasible to exceed the timeframes therein.
- X. When lead hazards have been identified in a housing unit, Jersey City shall provide the home owner with a list of certified lead abatement contractors from which the home owner can select.
- XI. Jersey City shall investigate additional ways to increase its stock of lead-free housing to which families can be temporarily re-located while their homes are being abated. The City will contact, negotiate with, and, if appropriate, enter into agreements with lead-safe hotels to provide a discounted nightly, weekly, and monthly rate for temporary relocation of lead-burdened children and their families. The city shall require, as part of any agreement, the hotel accept a payment voucher from the State of New Jersey.
- XII. Jersey City shall utilize tax records and other public records to locate dilatory landlords who refuse to comply with abatement orders.
- XIII. Jersey City shall, as appropriate, collaborate with CBOs, other non-profit agencies, and cooperating landlords to attempt to secure permanent and temporary relocation housing for families with lead poisoned children.
- XIV. Jersey City shall coordinate with the DCA towards developing an up-to-date list of all lead-safe properties in Jersey City. The City shall ensure that this list is consulted when a family with a lead-burdened child is temporarily or permanently relocated.
- XV. Jersey City, through its Bureau of Grants Management, shall investigate and apply for lead grants from, among others, DHSS, DCA, DEP, the United States Department of Housing and Urban Development, the United States Environmental Protection Agency, and private foundations.
- XVI. Jersey City shall continue to enforce and evaluate its current ordinance which mandates that day care centers and the Board of Education issue a notification letter to guardians of children, up to first grade, that warns them of lead hazards and recommends that the children be screened for lead.
- XVII. Jersey City shall examine the feasibility of having a forum that would be comprised of the local prosecutor, the judges who handle lead cases, and representatives of the Planning, Property Maintenance, and Health departments/divisions. The purpose would be to provide members with the opportunity to become more familiar with the issues surrounding lead poisoning, relocation, and abatement and to share ideas for solving identified problems.
- XVIII. Jersey City shall continue to enforce lead-based paint hazard reduction and/or abatement orders and to prosecute uncooperative and/or absentee landlords.
- XIX. Jersey City shall work with the lead coalition that provides education, screening, and other services to residents of Jersey City.
- XX. Jersey City shall apply to Medicaid as a registered user and shall apply for reimbursement through Medicaid for lead case management of Medicaid eligible children.
- XXI. With respect to all public parks and recreational public spaces that have been tested and found to be contaminated with lead, Jersey City will make publicly known the results of lead-testing, will take proactive steps to remediate lead problems, and will continue to work cooperatively with relevant State agencies such as DHSS and DEP.
- XXII. The City will also work collaboratively with the Department of Geoscience and Geography at New Jersey City University to determine how best to utilize the latter's recent study which identifies lead-burdened soil in parks and playgrounds in the City.

XXIII. The City will continue to work collaboratively and cooperatively with members of the Jersey City community, including the Board of Education, parent organizations, neighborhood associations, and the DEP, DHSS, and other relevant agencies, to collaborate on addressing lead contamination found in drinking water in public schools and to help educate the community-at-large about preventative measures they can take to ensure water is safe from lead contamination.

NOW THEREFORE BE IT RESOLVED, THAT THE FOLLOWING PARTIES HAVE AGREED UPON the foregoing model lead-safe city principles for THE CITY OF JERSEY CITY on this ____ day of October, TWO THOUSAND and NINE; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign this AGREEMENT.

Ronald K. Chen
New Jersey Public Advocate

Jerramiah T. Healy, Mayor
City of Jersey City

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

City Clerk File No. Res. 09-825
 Agenda No. 10.M
 Approved: OCT 14 2009
 TITLE:



CANCELLATION OF 2009 REAL ESTATE TAXES ON BLOCK 1309 LOT B.5 ALSO KNOWN AS 165 WILKINSON AVENUE DUE TO VETERANS EXEMPTION

COUNCIL OFFERED, AND MOVED ADOPTION
 OF THE FOLLOWING RESOLUTION:

WHEREAS, Block 1309 Lot B.5 was fully assessed for the tax year 2009; and

WHEREAS, the Tax Assessor granted a four month prorated Veterans Tax Exemption for 2009 under N.J.S.A 54:4-3.30; and

WHEREAS, the Tax Collector and Tax Assessor would like to cancel charges in the amount of \$ 835.64 ; and

WHEREAS, the Tax Collector's files still indicate the taxes were paid for the full assessment and a refund should be issued to the homeowner in the amount of \$ 835.64; and

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the 2009 real estate taxes in the amount of \$835.64 on Block 1309 Lot B.5 also known as 165 Wilkinson Avenue, Jersey City, New Jersey, be and is hereby canceled and refunded in the amount of \$ 835.64.

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

APPROVED AS TO LEGAL FORM
[Signature]
 Asst. Corporation Counsel

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
 Peter R. Brennan, President of Council

[Signature]
 Robert Byrne, City Clerk

RAV Group, LLC

81-83 Vesey Street, Newark, NJ 07105
Office: 973-491-0403 & Fax: 973-491-0432

Sent Via Fax
201-547-5711

October 1, 2009

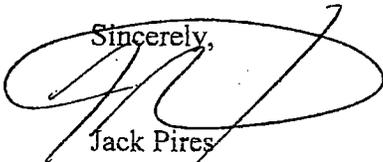
Ms. Ann Marie Miller
Real Estate Manager
City of Jersey City
Real Estate Office
280 Grove Street
Jersey City, NJ 07302

RE: Block 1471.D Lot 1.C
Address: 446-448 Ocean Avenue

Ms. Miller:

Please accept this letter as our request to extend the license agreement along with the key to the gate for the above referenced city-owned properties for approximately two (2) months. We have about 1 month s of construction, we need this extension due to the delay of the tax abatement hearings being postponed.

Sincerely,



Jack Pires
RAV Group, LLC

Total Pages being faxed including this page: 2 (two)

AMENDED LICENSE AGREEMENT

This **AGREEMENT** is made this _____ day of _____, 2009 between the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of the New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, and **RAV GROUP, LLC** 81-83 Vessey Street, Newark , New Jersey 07105.

WITNESSETH that:

1. The City is the owner of certain property located at Block 1471.D Lot 1.C
Location 446-448 Ocean Avenue .
2. Licensee has a temporary need for use of the City Property for the following purposes and no other purpose whatsoever: to enter onto City Property to repair the property located at 450 Ocean Avenue.
3. This License is from Monday thru Friday 8:00 A.M. to 5:00 P.M. for three months expiring on December 2, 2009.
4. The City agrees to permit Licensee or its duly designated agents, servants, employees, contractors or invitees, to enter onto the City Property for the purposes set forth above of and for no other purpose whatsoever.
5. No permanent improvements are permitted on the City Property.
6. Licensee shall defend, indemnify, save and hold harmless the City from any and all accidents, losses, damages, claims, demands, suits, judgments, liens, expenses or damages whatsoever including but not limited to any environmental damage or claims caused or exacerbated by the use of the Property, arising by reason of this Agreement or the use of the Property by Licensee or any of its agents, servants, employees, contractors or invitees, in, or on

or about the Property during the terms of this agreement, whether the use of the Property is within or outside the scope of the above permitted use. Licensee's obligations hereunder shall survive any termination of this Agreement.

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

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

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

10. Licensee shall provide in writing to the City the names of two (2) authorized representatives of Licensee who shall be responsible for adherence to the terms and conditions of the License before, during and after the effective date of this License.

No other persons are to speak or act for Licensee.

11. All Notices between the parties hereto shall be address and delivered to the following:

City: City of Jersey City
Office of Real Estate
Room B10 City Hall
280 Grove Street
Jersey City, New Jersey 07302

Licensee: Rav Group, LLC
81-83 Vessey Street
Newark, New Jersey 07105

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

13. Licensee shall at its own cost and expense, restore the property to the same condition it was in prior to the commencement date of this License to the reasonable satisfaction of the City .

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

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

16. The City reserves the right to terminate the License at any time during the term

hereof with or without cause, including but not limited to any violation of any applicable land use or construction code regulations, or to advance or effectuate any public purpose or policy, upon (10) days prior written notice to Licensee.

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

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Brian O' Reilly
Business Administrator

WITNESS:

RAV GROUP, LLC

Jack Pires
Managing Member

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

City Clerk File No. Res. 09-826

Agenda No. 10-N

Approved: OCT 14 2009



TITLE: **RESOLUTION AUTHORIZING THE EXTENSION OF TERM OF A LICENSE AGREEMENT WITH RAV GROUP, LLC FOR THE USE OF CITY OWNED PROPERTY LOCATED AT BLOCK 1471.D LOT 1.C LOCATION 446-448 OCEAN AVENUE**

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City is the owner of Block 1471.D Lot 1.C Address 446-448 Ocean Avenue; and

WHEREAS, Rav Group, LLC has been utilizing said properties for the purpose of repairing 450 Ocean Avenue which is owned by Rav Group, LLC since November 7, 2007; and

WHEREAS, as per the attached letter from Rav Group, LLC they are requesting another extension for an additional two months; and

WHEREAS, Rav Group, LLC will fully indemnify and defend the City and insure the City for any damages or injuries arising from its use of the Property; and

WHEREAS, the term of the License shall be from Monday thru Friday 8:00 A.M. to 5:00 P.M. for two (2) months expiring on December 2, 2009.

R.R. 10-8-09

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator be authorized to:

1. Execute an Amended License Agreement granting permission to Rav Group, LLC to enter onto Property owned by the City of Jersey City from Monday thru Friday from 8:00 A.M. to 5:00 P.M. for two (2) months expiring on December 2, 2009.
2. The Amended License Agreement shall be in substantially the form attached, subject to such modification or additional terms and conditions as the Business Administrator and Corporation Counsel deem necessary and appropriate; and
3. Take such other actions as may be necessary to effectuate the purposes of the agreement.

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

APPROVED: *John Corrao* Corporation Counsel
Business Administrator

№ 2009104

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

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

City Clerk File No. Res. 09-827

Agenda No. 10.0

Approved: OCT 14 2009

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF A LICENSE AGREEMENT WITH JERSEY CITY COMMUNITY HOUSING, INC., TO ENTER ONTO THE CITY OWNED PROPERTY KNOWN AS 90 VIRGINIA AVENUE

WHEREAS, the City of Jersey City (City) owns real property known as 90 Virginia Avenue a/k/a Block 1978, Lot 41.99 (Property); and

WHEREAS, Jersey City Community Housing, Inc. (JCCH) is a nonprofit corporation that constructs affordable housing units; and

WHEREAS, the City intends to convey the property to JCCH in the near future so that it can construct approximately fourteen (14) units of affordable residential condominium units; and

WHEREAS, Resolution 09-437 approved on June 17, 2009 authorized a ninety (90) day License Agreement so that JCCH could enter the Property for the purpose of securing the it, performing soil testing and other due diligence before the Property is transferred to JCCH; and

WHEREAS, JCCH is requesting that the License Agreement be renewed for an additional ninety (90) days; and

R.R.
10-7-09

WHEREAS, JCCH agrees to execute the License Agreement attached hereto.

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

1. JCCH, its contractors, and agents are authorized to enter onto the Property for the purpose of performing the activities described in the License Agreement attached hereto;
2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement attached hereto;
3. The term of this License Agreement shall be for ninety (90) days, effective as of the date City officials execute the License Agreement; and

Agenda No. Res. 09-827

Approved 10.0

TITLE: OCT 14 2009

RESOLUTION AUTHORIZING THE RENEWAL OF A LICENSE AGREEMENT WITH JERSEY CITY COMMUNITY HOUSING, INC., TO ENTER ONTO THE CITY OWNED PROPERTY KNOWN AS 90 VIRGINIA AVENUE

- 4. The granting of this License Agreement is subject to the condition that JCCH provide the City with a formal proposal for the development of the Property, JCCH's Certificate of Incorporation, project plans, a project budget, and a construction schedule prior to the expiration of the License Agreement.
- 5. If the information required under paragraph no. 4 above is not provided prior to the expiration of the License term, the License Agreement shall not be renewed.

RR/cw

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

[Signature]
 Business Administrator

[Signature]
 Asst. Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
 Peter M. Brennan, President of Council

[Signature]
 Robert Byrne, City Clerk

LICENSE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2009 between the City of Jersey City, a municipal corporation of the State of New Jersey (hereinafter referred to as "City" or Licensor") and Jersey City Community Housing Corporation (hereinafter referred to as "Licensee"), whose address is 152 Central Avenue, Jersey City, New Jersey 07307.

By this Agreement the City grants permission to the Licensee to enter onto property owned by the City which is located at 90 Virginia Avenue a/k/a Block 1978, Lot 41.99 (hereinafter referred to as the "premises"). The City will be transferring the premises to the Licensee in the near future for the purpose of constructing 14 affordable residential condominium units. Licensee, and/or its contractors or agents, are 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 ninety (90) days effective as of the date this Agreement is executed by City officials.
2. The Licensee shall be permitted to use the premises for the following activities:
 - (a) securing the premises;
 - (b) performing environmental testing of the building and soil; and
 - (c) perform such other acts of due diligence necessary before the City transfers the premises to the Licensee.

Use of the premises for activities other than those listed above are permitted only upon the review and written approval of the City Engineer.

3. The Licensee agrees that prior to the expiration of the term of this License Agreement, Licensee shall execute a Development Agreement with the City for the premises in substantially the form of the Development Agreement attached hereto as Exhibit "A". In addition to executing the Development Agreement, Licensee shall provide the City with a formal development proposal for the premises, Licensee's Certificate of Incorporation, project plans, a project budget, and a construction schedule. If this information is not provided during the License term, there will be no additional renewals of this License Agreement.
4. 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 giving five (5) 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.

5. 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.

6. 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 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. The City shall not be responsible for any loss or theft sustained by the Licensee during its use of the premises.

13. The Licensee or its contractors shall provide insurance coverage to the City indemnifying the City from any liability in connection with the Licensee'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 Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor.

14. 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.

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

16. The Licensee shall provide in writing to the Licensor the name of one (1) authorized representative of the Licensee who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Licensee.

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

Licensor: Ann Marie Miller, Manager
Office of Real Estate
City Hall
280 Grove Street
Jersey City, N.J. 07302
Telephone No. (201) 547-5234

Licensee:

18. 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.

19. 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.

20. This Agreement, when properly executed, shall be binding upon the parties hereto and their respective successors and assigns.

21. This Agreement shall terminate on _____, 2009.

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

AGREED to this _____ day of _____, 2009

JERSEY CITY COMMUNITY
HOUSING, INC.
(Licensee)

By: _____

Attest: _____

CITY OF JERSEY CITY

By: _____
Brian O'Reilly
Business Administrator

Attest: _____
Robert Byrne
City Clerk

RR
10-05-09

EXHIBIT A

DEVELOPMENT AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2009, (Agreement) between the CITY OF JERSEY CITY, a public body corporate having its principal offices at 280 Grove Street, Jersey City, New Jersey 07302, [City] and _____, a corporation of the State of New Jersey with offices at _____, Jersey City, New Jersey 07305 [Developer].

WITNESSETH:

WHEREAS, the Developer is a non profit entity organized for the purpose of providing for the rehabilitation and operation of affordable low and moderate income housing within Jersey City and is recognized as a non profit entity pursuant to Section 501(c)(3) of the IRC; and

WHEREAS, the City of Jersey City, the owner of _____, desires to convey title to the Developer to enable the immediate [construction/rehabilitation] for _____ units of affordable housing [Property]; and

WHEREAS, pursuant to N.J.S.A. 52:27D-301 et seq of the Fair Housing Act, the City of Jersey City may authorize the private sale of City property for the [construction/rehabilitation] of affordable housing, provided the property is occupied by families or persons of low or moderate income at affordable rents, for a minimum period of 30 years; and

WHEREAS, Developer has submitted a proposal to the City to rehabilitate Project Premises in accordance with the terms of this Agreement; and

WHEREAS, the City has reviewed the proposal and have determined that it is in the city's best interests to select the Developer as the designated Developer for the Project Premises; and

WHEREAS, by Ordinance _____ adopted on _____, the City approved the conveyance of the Property to the Developer and the execution of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the parties hereto agree as follows:

DEFINITIONS

Agreement: This Agreement between the City and the Developer for the rehabilitation of the Property.

Applicable Law: Any and all federal, state and local laws, rules, regulations, statutes and ordinances applicable to the Property or Project.

Certificate of Occupancy: Document, whether temporary or permanent, issued by the City authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133 and as defined in the New Jersey Administrative Code.

Construction Plans: All plans, drawings, specifications and related documents, including a construction progress schedule, in sufficient completeness and detail to obtain construction permits and to show that the Improvements to be constructed by Developer on the Property and the construction thereof will be in accordance with this Agreement.

Construction Timetable: That schedule appended hereto as Schedule C which designates the order and deadlines of acquisition, necessary approvals and development of the Project.

Days: Whenever the word "days" is used to denote time, it shall mean calendar days.

Deeds: Any deed of conveyance from the City to the Developer conveying any of the Property pursuant to this Agreement.

Effective Date: The date this Agreement is last executed by the City.

Events of Default: Defined in Section 8.01 herein.

Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

Financial Institution: A bank, savings bank, savings and loan association, mortgage lender or insurance company, pension fund, real estate investment trust, investment bank or similarly recognized reputable source of construction and permanent financing for the Project chartered under the laws of the United States of America, or any State thereof.

Force Majeure: As used herein **force majeure** shall mean acts of God, fire, earthquake, explosion, the elements, war, riots, mob violence, terrorism, or civil disturbance, inability to procure or a general shortage of labor, equipment or facilities, energy, materials or supplies in the open market, failure of transportation, strikes, walkouts, actions of labor unions, court orders, laws, rules, regulations or orders of governmental or public agencies, bodies and authorities, or any other similar cause not within the control of the Developer.

Governmental Approvals: Any approvals, authorizations, permits, licenses and certificates needed from governmental authorities having jurisdiction, whether federal, state, county or local, to the extent necessary to implement the Project in accordance with this Agreement.

Impositions: All taxes, assessments (including, without limitation, all assessments for public improvements or benefits), water, sewer or other rents, rates and charges, license fees, permit fees, inspection fees and other authorization fees and charges, in each case, whether general or special, which are levied upon any portion of the Property conveyed to the Developer or on any of the improvements constructed thereon.

Improvements: Consists of the project as more particularly described in Schedule B hereto and all other improvements constructed on or installed upon the Property in accordance with the approved Construction Plans, including all facilities and amenities, shown in such approved Construction Plans and approved if appropriate by the Planning Board as being on the Project Premises and used or to be used in connection with the buildings, including any parking or ancillary facilities. Improvements also comprise any and all facilities, amenities, on and off street parking, landscaping and fencing and enhancements required to be made to the Project Premises and the streets abutting and surrounding the Premises.

Insurance Requirements: All requirements set forth in the terms of any insurance policy(ies) covering or applicable to all or any part of the Project Premises or applicable to any Improvements thereon, or with respect to any portion of the Project Premises, all requirements of the issuer of any such policy, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting all or any portion of the Project Premises, the Improvements thereon or the use or condition thereof.

NJDEP: The New Jersey Department of Environmental Protection.

Permitted Exceptions: Defined in Section 9.02 herein.

Planning Board: The City of Jersey City Planning Board and any successor thereto exercising similar functions in accordance with the Municipal Land Use Law. N.J.S.A. 40:55D-1 et seq.

Project Premises: Those certain parcels of property more particularly described on Schedule A, which include the City Parcel to be conveyed to Developer.

Survey: Defined in Section 2.05 herein.

Transfer: Any transaction by which a Transferee obtains an interest in the Project Premises, or in this Agreement by means of methods which include, but are not limited to, conveyance, transfer, lease, encumbrance, acquisition or assignment through sale, merger, consolidation, reorganization, foreclosure or otherwise, including the appointment of a trustee in bankruptcy or assignee for the benefit of creditors.

Transferee: Any party to whom an interest in the Project Premises, or rights in or under this Agreement is conveyed, transferred, leased, encumbered, acquired or assigned, by sale, merger, consolidation, reorganization, assignment, foreclosure or otherwise, including a trustee in bankruptcy or assignee for the benefit of creditors.

ARTICLE I
SALE & CONVEYANCE OF PROPERTY

1.01. Consideration. For and in consideration of the Price (defined below in Section 1.02), to be paid and satisfied as stipulated herein, and also in consideration of the covenants and agreements herein contained and to be performed by the Developer be and upon satisfaction of the additional contingencies to close title enumerated under Article XI, hereof, the City agrees to convey to the Developer, subject to the terms and provisions of this Agreement, the Project Premises as more particularly defined in Schedule "A."

1.02 Price and Payment Terms. The purchase price to be paid by the Developer to the City for conveyance of the Property at the Closing shall be _____ and the good and valuable consideration set forth herein.

1.03 Deed. Subject to the provisions of this Agreement, title to the Project Premises shall be conveyed to the Developer at the Closing by a Deed of Bargain and Sale with covenants against Grantor's Acts (Deed) which shall contain a metes and bounds description provided in accordance with the provisions of Section 2.05 hereof. The Deed shall contain such restrictions, covenants and conditions are required by the Fair Housing Act N.J.S.A. 52:27D-301 et seq., and this Agreement and the condition of said title so conveyed will be in accordance with the requirements of this Agreement. Rider(s) shall be attached to the Deed enunciating the covenants and restrictions that this Agreement imposes upon the land and said Riders shall be recorded as part of and simultaneously with the recording of the Deed. Developer's signature will be required on the Deed and any Riders thereto in acknowledgment thereof. The City further agrees to provide Developer an Affidavit of Title and other documentation normally required by a title insurance company.

1.04 Closing. The closing of title to the Project Premises (Closing) shall take place in accordance with the timetable set forth in Schedule "C", attached hereto, subject to the provisions of this Agreement. The Closing shall occur at a mutually agreeable time at the principal offices of the City identified in the recitals of this Agreement or at such other location as shall be mutually agreeable to the City and Developer.

1.05 Impositions. Unless otherwise set forth in this Agreement, Developer shall be responsible for any and all Impositions assessed against the Project Premises, upon from and after the date of closing of title to the Project Premises to Developer.

1.06 Provisions Not Merged with Deed. The City and the Developer acknowledge and agree that none of the provisions of the Agreement are intended to or shall be merged by reason of any Deed(s) transferring title to the Project Premises or portions thereof from the City to the Developer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of the Agreement.

1.07 Recordation of Documents. Upon the Closing, Developer shall file the Deed and any other related documents as determined by the City for recordation among the land records of the place in which the Project Premises is situate. The Deed(s) shall be by its terms expressly subject and subordinate to the provisions of this Agreement. The Developer shall pay all costs of such recordation and shall supply evidence of such recordation to the City.

ARTICLE II DEVELOPER'S RESPONSIBILITIES

2.01 Developer's Costs. The Developer shall be responsible for all costs incurred by the Developer in implementing the Project, and satisfying its obligations under this Agreement.

2.02 Acquisition Costs. The Developer further agrees to be fully responsible for and obligated to reimburse the City for all of the City's costs, if any, associated with the conveyance of the Property (Acquisition Costs). The Acquisition Costs shall include, without limitation, the following:

(a) legal fees, survey costs, title search and premium fees, appraisal fees (including fees of appraisers arising from their participation in preparation of a fair market disposition appraisal and other expenses related to the transfer of the City Parcel;

(b) any costs incurred by the City as a result of compliance with any environmental laws or regulations;

(c) costs of the City, if any, relating to any Developer financing of the Project; and

(d) any additional out-of-pocket third-party costs associated with the Project.

The Developer agrees to reimburse the City for all Acquisition Costs upon fourteen (14) days written notice from the City (complete with the presentation of itemized invoices, if any, and receipts therefor, if any) to the Developer given in accordance with the notice provisions of this Agreement. The City agrees that with respect to the Acquisition Costs referenced herein, in an effort to inform the Developer in advance of such costs the City shall provide to the Developer an estimated budget for contemplated Acquisition Costs and to the extent such costs may exceed the reported budget amounts, the City shall use its best and reasonable efforts to provide the

Developer with advance written notification of any change in a reported budget item. As to the reimbursement obligation, the Developer further acknowledges and agrees that the obligation to reimburse the City for all Acquisition Costs shall apply to all such costs incurred, whether prior to or subsequent to the termination of this Agreement, provided that with respect to such Acquisition Costs incurred after the termination of this Agreement, such costs are incurred in connection with actions undertaken by the City pursuant to this Agreement. The Developer's obligations pursuant to this Section 2.03 shall survive the termination of this Agreement.

2.04 Project Financing. Developer shall obtain and provide the City with written proof of financing and sufficient equity capital necessary to fund the balance of the Project budget as further required by Article IV hereof.

2.05 Survey. The Project Premises or smaller parcels thereof shall be conveyed by a metes and bounds description derived from Project Premises boundary and topographic surveys showing Project Premises lines of any properties being conveyed to Developer, existing grades, easements and utilities in and of the Project Premises to be conveyed and in and of the streets surrounding same. The survey(s) shall be ordered by the Developer and prepared at Developer's sole expense by a reputable land surveyor licensed in the State of New Jersey selected by the Developer (Survey). The Survey and the legal descriptions prepared therefrom shall be certified by the surveyor to the City and Developer and one reproducible and three copies of the Survey shall be delivered to each party hereto within thirty (30) days from the Effective Date of this Agreement.

2.06. Environmental Compliance and Remediation. The Developer agrees that with respect to the Project Premises, the Developer shall conduct such soils analyses, site investigations and other environmental evaluations necessary to determine the condition of the buildings, soils and subsurface conditions and the presence of hazardous wastes or substances (Environmental Due Diligence). Pursuant to and to the extent of its rights under the Law, the City agrees to furnish the Developer, its agents or designees, with access to any portion of the Project Premises, at any time and from time to time during the term of this Agreement for purposes of conducting Environmental Due Diligence should the need arise, provided the Developer furnished the City with reasonable written notice in advance of any such entry setting forth the Developer's intent to enter any portion of the Project Premises and with satisfactory evidence of liability insurance as required pursuant to Section 2.15 herein, insuring the Developer, the City and the City against claims for bodily injury, death and property damage arising from or attributable to such entry. To the extent the Environmental Due Diligence discloses the existence of environmental conditions on the Project Premises which require remediation or any governmental City with jurisdiction over the Project Premises requires or recommends any mitigation or remediation as a condition to the sale or development of the Project Premises, the Developer shall have thirty (30) days from the Effective Date of this Agreement to notify the City in writing of the Developer's intention to

provide the required remediation or to terminate this Agreement. This period may be extended within the reasonable discretion of the City at the request of the Developer.

2.07. Remediation of the Project Premises. The Developer shall have the sole obligation of satisfying all legal requirements of any governmental entity having jurisdiction concerning remedial action on the Project Premises and of complying with all regulations and standards regarding the remediation of the Project Premises. Upon acquisition of the Project Premises, Developer will perform the environmental cleanup, remediation and mitigation of the Project Premises at the Developer's sole cost and expense, and will obtain all environmental approvals from the agencies with jurisdiction in accordance with all applicable environmental laws, and will enter into whatever agreements are necessary to obtain such environmental approvals. The City and Developer understand and agree that the City shall be under no obligation to mitigate any environmental contamination on the Project Premises, which shall be conveyed by the City strictly "AS IS."

2.08. Professional Services and Administrative Fee. With respect to any legal work required by the City in connection with this Agreement and the Project, Developer agrees that the City shall be entitled to appoint an attorney or attorneys to act as counsel to perform such work for the City and that Developer will reimburse the City in full for the reasonable fees and costs incurred by the City for all services rendered by the City's counsel which are necessary to or associated with the completion of the Project (the "Professional Services Fee"). The Developer agrees to reimburse the City for these legal fees upon fourteen (14) days written notice from the City (complete with the presentation of itemized invoices) to the Developer given in accordance with the notice provisions of this Agreement.

2.09. Governmental Approval Process. The Developer has caused or will cause to be prepared such plans, drawings, documentation, presentations and applications ["Governmental Applications"] as may be necessary and appropriate for the purpose of obtaining any and all Governmental Approvals for the Improvements on the Project Premises and the construction of the Project. All of the Governmental Applications shall be in conformity with the Law and this Agreement and any and all federal, state, county, and municipal statutes, laws, ordinances, rules and regulations applicable thereto. The receipt of the Governmental Approvals by the Developer shall be achieved in sufficient time and manner so as to enable the Developer to conform to the relevant provisions of this Agreement, including but not limited to the construction schedules incorporated herein and set forth in Schedule C. Unless otherwise extended as provided for in this Agreement, the Developer shall obtain all Governmental Approvals needed for construction of all Improvements on the Project Premises, excluding building permits, within sixty (60) days after receiving approval of the City of the Preliminary Site Plan. The City may, in its sole and absolute discretion, extend the dates for performance by the Developer in the event the Developer is denied any of the Governmental Approvals required to commence construction of the Improvement,

provided that the Developer has diligently pursued and prosecuted the Governmental Applications necessary to implement the Project.

2.10. Construction of the Project. The construction of the Project and the obtaining by the Developer of all necessary Governmental Approval shall be commenced by the date and in the manner set forth in the attached Schedule C [Construction Timetable], and, except as otherwise provided in this Agreement, all Improvements shall be completed within twenty-four (24) months after the time stated for the start of construction, all as shown in the Construction Timetable. The preparation of all necessary plans and specifications and the timing for approval of the same shall be as more particularly set forth in Article XII herein.

2.11. Covenant to Build. Developer covenants, warrants, represents, and agrees to construct the Improvements on the Project Premises together with all ancillary uses as indicated in and on the Governmental Approvals, the Preliminary Site Plan and the Construction Plans. All Improvements must be constructed in accordance with all restrictions and controls contained in the Law. All Improvements on the Project Premises shall be installed by the Developer at its sole cost and expense as the various stages of construction of the Project require.

2.12. Report on Progress. The Developer shall make, in such detail and at such times as may be reasonably required by the City, a report in writing concerning the actual progress of the Developer with respect to such construction. The work and construction activities of the Developer shall be subject to inspection by the City.

2.13. Suspension of Construction. Subject to the Developer's rights as set forth in Section 16.02 herein, if the Developer shall abandon or suspend construction activities for a period of ninety (90) consecutive days during the aforementioned construction periods and the suspension or abandonment is not cured, ended or remedied within thirty (30) calendar days after written demand by the City to do so, then the City shall have the right to declare the Developer in default under this Agreement and to seek all remedies available to the City under this Agreement or at law or in equity.

2.14. Insurance. At all times during construction of the Project, and until the Project is available for its intended use and a Certificate of Occupancy is issued in accordance with the provisions of Section 2.17 herein, the Developer shall maintain or cause to be maintained at its own cost and expense, with responsible insurers, the following kinds and the following amounts of insurance with respect to the Project, with such variations as shall reasonably be required to conform to customary insurance practice:

(a) Builder's Risk Insurance for the benefit of Developer and the City, as their interests may appear, during the term of construction which will protect against loss or damage resulting from fire and lightning, the standard extended coverage perils, and vandalism and malicious mischief.

The limits of liability will be equal to one hundred percent (100%) of the insurable value of the Project, including items of labor and materials connected therewith, whether in or adjacent to the structure insured, and materials in place or to be used as part of the permanent construction.

(b) Comprehensive General Liability Insurance (including coverage for any construction on or about each lot, plot, parcel or part of the Project Premises) against claims for bodily injury, death or property damage occurring on, in or about the Project Premises and the adjoining streets, sidewalks and passageways, in amounts not less than \$2,000,000.00 for each claim with respect to any bodily injury or death, 2,000,000.00 with respect to any one occurrence and \$2,000,000.00 with respect to all claims for property damage relating to any one occurrence;

(c) Worker's compensation insurance coverage in the amount of the full statutory liability of Developer;

(d) Such other insurance, in such amounts and against such risks, as is customarily maintained by Developer with respect to other similar properties owned or leased by it, including automobile insurance.

Prior to being given access to any portion of the Project Premises in accordance with the provisions of Section 2.06 herein, or prior to the commencement of construction of the Project, whichever date is the first to occur, Developer shall submit to City proof of all applicable insurance. Thereafter, upon each anniversary date of this Agreement, Developer shall submit the aforementioned proofs of insurance, for the succeeding year. The policies of insurance required to be maintained by Developer pursuant to this Section 2.15 shall name as the insured parties (except for worker's compensation insurance) Developer, the City, the City, as their respective interests may appear, and shall be satisfactory to the City.

The types and amounts of insurance may be modified by the parties, only with the consent of the City and the prior written approval of the City Risk Manager.

2.15. Indemnification. The Developer agrees to indemnify and hold harmless the City against, and Developer shall pay any and all liability, loss, cost, damage, claims, judgments or expenses, of any and all kinds or nature and however arising, imposed by law, which the City may sustain, be subject to or be caused to incur by reason of any claim, suit or action based upon personal injury, death, or damage to property, whether real, personal or mixed, relating to the Developer's activities in constructing the Project or based upon or arising out of contracts entered into by the Developer which relate to construction of the Project, or arising solely because of the City's ownership of portions of the Project Premises, or out of the acquisition, construction or installation of the Project, including but not limited to any and all claims by workmen, employees and agents of the Developer and unrelated third parties, which claims arise from the construction of the Project, the maintenance and functioning of the Project Improvements, or any other activities

of Developer within the Project Premises. It is mutually agreed by Developer and the City that neither the City, the City, nor their directors, officers, agents, servants or employees shall be liable in any event for any action performed under this Agreement and that Developer shall save the City, the City, their directors, officers, agents and employees harmless from any claim or suit in connection with the Developer's obligations under this Agreement, except for any claim or suit arising from the intentional, willful or unlawful acts of the City. The Developer, at its own cost and expense, shall defend any and all such claims, suits and actions, as described in this Section 2.16, which may be brought or asserted against the City or the City, their directors, officers, agents, servants or employees; but this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance as may be provided for in this Agreement from its obligation to defend Developer, the City and any other insured named in such policy of insurance in connection with claims, suits or actions covered by such policy. Any cost for reasonable attorneys' fees in situations where it is necessary for the City to engage its own attorneys, experts' testimony costs and all costs to defend the City or any of its directors, officers, agents, servants, or employees shall be reimbursed to it by the Developer in connection with such indemnification claim.

2.16. Certificates of Occupancy. Upon completion of the construction of the Project in accordance with the Governmental Approvals, the Developer shall obtain a Certificate of Occupancy for the Improvements constituting the Project. The Certificate of Occupancy, when issued, shall constitute evidence that the Developer has fully performed its obligations to construct the Project.

ARTICLE III CITY RESPONSIBILITIES

3.01. Title to the Project Premises. The City shall convey good and marketable title to the Project Premises, insurable at regular rates and without special premium by the title insurer, subject only to the Permitted Exceptions.

3.02. Developer's Loss of Rights. From and after that date upon which this Agreement may be terminated as to the Project Premises, or any part or parcel thereof, pursuant to any applicable provision hereof, the City shall be under no obligation to convey to Developer and the Developer shall have no obligation to take title to the Project Premises, or any such part or parcel thereof, and further the City may convey the Project Premises to any third party.

3.03. Environmental Compliance. With respect to the Project Premises, the City shall not be responsible for any environmental assessment or cleanup costs all of which shall be the responsibility of the Developer.

3.04. Access To Project Premises. Prior to the conveyance of any portion of the Project Premises by the City to the Developer, the City shall permit representatives of the Developer to have access to any part of the Project Premises as to which the City holds title, at all reasonable times for the purpose of obtaining data and making various tests concerning the Project Premises necessary to carry out the provisions of this Agreement. After the conveyance of the Project Premises by the City to the Developer, the Developer shall permit the representatives of the City and the City access to the Project Premises at all reasonable times which any of them deems necessary for the purposes of assuring or ascertaining compliance with the terms of this Agreement, including, but not limited to, inspection of all work being performed in connection with the construction of the Improvements. No compensation shall be payable nor shall any charge be made in any form by the Developer or the City for the access provided for in this Section 3.04.

3.05. Cooperation. The City shall cooperate fully in the preparation and prosecution of any applications for Governmental Approvals required for the Project as well as in the processing of applications to Financial Institutions for financing for the Project.

ARTICLE IV PROJECT FINANCING

4.01. Financing and Equity Capital. The Developer estimates that the construction costs for the Project shall be approximately _____ dollars. The Developer represents that it either has obtained or will use commercially reasonable efforts to obtain financing for the Project, which financing will be a combination of debt financing and an equity contribution of the Developer. This Agreement and any conveyances of Project Premises hereunder are subject to the Developer securing the necessary interim construction and permanent mortgage financing sufficient to undertake the construction of the Project as detailed in the Preliminary Site Plan and the Construction Plans and in the sequences, phases and timetables described in the attached Schedule C. The Developer shall submit to the City evidence of firm commitments for mortgage financing, grant funds and any equity capital necessary to commence the construction of Improvements constituting the Project, not later than three (3) days prior to the date scheduled for the start of any construction of Improvements on the Project Premises in accordance with this Agreement. The City agrees to accept a letter, in form and substance acceptable to the City, from one or more Financial Institution(s) which evidences a firm commitment by same to provide mortgage financing for the construction of the Improvements in such time and manner so as to enable Developer to adhere to the Construction Timetable.

ARTICLE V MORTGAGE FINANCING AND RIGHTS OF MORTGAGEE

5.01. Notice to City. Prior to the completion of the Project, as certified by the City, neither the Developer nor any successor in interest to the Project Premises or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Project Premises, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Project Premises, except for the purpose of obtaining funds in connection with the Project. The Developer or its successor in interest shall notify the City in advance of any financing, secured by mortgage or other lien instrument, which it proposes to enter into with respect to the Project Premises or any part thereof and, in any event, the Developer shall promptly notify the City of any encumbrance or lien that has been created on or attached to the Project Premises, whether by voluntary act of the Developer or otherwise, upon obtaining knowledge or notice of same.

5.02 Completion of Project. Notwithstanding any of the provisions of this Agreement, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any such holder who obtains title to the Project Premises or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Project Premises or such part from or through such holder or (b) any purchaser at foreclosure sale other than the holder of the mortgage itself) shall in no way be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder. Except as otherwise provided in Section 5.04 herein, nothing in this Article or any other Article or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project Premises or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted under the Law and this Agreement.

5.03. Notice to Mortgagee. Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer of its obligations or covenants under this Agreement, the City shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by this Agreement at the last known address of such holder shown in the records of the City.

5.04. Mortgagee's Right to Cure Default and Assume Developer's Obligations. After any breach or default referred to in Section 5.03 above, each holder shall (insofar as the rights of the City are concerned) have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage, provided that, if the breach or default is with respect to construction of the Project, nothing contained in this Article or any other Article of this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the holder's security, including the improvements or

construction already begun) without first having expressly assumed the obligation to the City, by written agreement satisfactory to the City, to complete, in the manner provided in this Agreement, the Project on the Project Premises or the part thereof to which the lien or title of such holder relates. Any such holder who shall properly complete the Project or applicable part thereof shall be entitled, upon written request made to the City, to receive the individual Certificates of Occupancy for the individual residential units or commercial structures, the overall Certificate of Occupancy for the entire Project.

5.05. City's Option To Pay Mortgage Debt or Purchase Project Premises. In any case, where, subsequent to default or breach by the Developer (or any successor in interest) under the terms of this Agreement, the holder of any mortgage on the Project Premises or part thereof (a) has, but does not exercise, the option to construct or complete the Project relating to the Project Premises or part thereof, covered by its mortgage or to which such holder has obtained title, and such failure continues for a period of sixty (60) days after the holder has been notified or informed of the default or breach; or (b) undertakes construction or completion of the Project but does not complete such construction within the period as agreed upon by the City and such holder (which period shall in any event be at least as long as the period prescribed for such construction or completion in the Agreement), and such default shall not have been cured within sixty (60) days after written demand by the City so to do, the City shall (and every mortgage instrument made prior to completion of the Project with respect to the Project Premises by the Developer or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured thereby, or, in the event ownership of the Project Premises (or part thereof) has vested in such holder by way of foreclosure or action in lieu thereof, the City shall be entitled, at its option, to a conveyance to the City of the Project Premises or part thereof (as the case may be) upon payment to such holder of an amount equal to the sum of: (i) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals or condominium unit sales and other income received during foreclosure proceedings); (ii) all expenses with respect to the foreclosure; (iii) the net expense, if any (exclusive of general overhead), incurred by such holder in and as a direct result of the subsequent management of the Project Premises; (iv) the costs of any Improvements made by such holder; and (v) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

5.06. City's Option To Cure Mortgage Default. In the event of a default or breach prior to the completion of the Project by the Developer, or any successor in interest, in or of any of its obligations under, and, to the holder of, any mortgage or other instrument creating an encumbrance or lien upon the Project Premises or part thereof, the City may at its option cure such default or breach, in which case the City shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by the Agreement, operation of law, or otherwise, to reimbursement from the Developer or successor in interest of all costs and

expenses incurred by the City in curing such default or breach and to a lien upon the Project Premises (or the part thereof to which the mortgage, encumbrance, or lien relates) for such reimbursement, provided, that any such lien shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Project Premises authorized by the Agreement.

ARTICLE VI
COVENANTS AND RESTRICTIONS

6.01. Declaration of Covenants and Restrictions. The Developer agrees for itself, its successors and assigns that the Deed(s) from the City to the Developer shall contain the covenants set forth in Section 5.02 and Article VI of this Agreement, to be observed by the Developer, its successors and assigns.

6.02. Description of Covenants. The covenants to be imposed upon the Developer, its successors and assigns, and recorded in the Deed(s) shall set forth that the Developer and its successors and assigns shall:

(a) Devote the Project Premises to the uses specified in the Law, specifically, occupancy by families or persons of low and moderate income, at rents affordable to such persons, within the meaning of the Fair Housing Act, N.J.S.A. 52:27D-301 *et seq.*, as it may be amended, and regulations promulgated thereunder, shall not devote the Project Premises to any other use(s):

(b) Not discriminate upon the basis of age, race, color, creed, religion, ancestry, national origin, sex or marital status in the sale, lease, rental, use or occupancy of the Project Premises or any buildings or structures erected or to be erected thereon, or any part thereof; and

(c) In the sale, lease or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Premises or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sex or marital status, and the Developer, its successors and assigns shall comply with all State and local laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sex or marital status.

6.03. Effect and Term of Covenants. It is intended and agreed, and the Deeds shall so expressly provide, that the agreements and covenants set forth in Section 6.02 shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, and any successor in interest to the Project Premises, or any part thereof, against the Developer, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Project

Premises or any part thereof. It is further intended and agreed that the agreements and covenants set forth in Section 6.02(a) shall remain in effect for a minimum period of 30 years (at which time such agreements and covenants shall cease and terminate) and that the agreements and the covenants provided in Sections 6.02(b) and shall remain in effect without limitation as to time; provided that such agreements and covenants shall be binding on the Developer, each successor in interest to the Project, the Project Premises, or any part thereof, and each party in possession or occupancy, respectively, only for such period as Developer or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Premises, the buildings and structures thereon or any part thereof.

6.04. Enforcement by the City. In amplification, and not in restriction of the provisions of this Article VI, it is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 6.02 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run, in favor of the City for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to cure any such breach of agreement or covenant, to which they or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE VII

PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

7.01. Prohibition Against Speculative Development. Due to the importance of the development of the Project Premises to the general welfare of the community and the public aids that have been made available by law for the purpose of making such development possible, the Developer represents and agrees that its acquisition of the Project Premises, and its other undertakings pursuant to this Agreement are, and will be used for the purpose of the redevelopment of the Project Premises as provided herein and not for speculation in land holding.

7.02. Prohibition Against Transfers. The Developer further represents and agrees for itself, its successors and assigns, that except only by way of security for and only for the purpose of obtaining the financing necessary to enable the Developer or any successor in interest to acquire and construct the Project Premises, or any part thereof, to perform its obligations with respect to completing the Project and any other purpose authorized by this Agreement, that the Developer has not made or created, and that it will not, prior to the completion of the Project make or create, or suffer to be made or created, any sale, conveyance or transfer in any other mode or form of the Project Premises, or any building or structure thereon or any part thereof or any interest therein,

without the prior written approval of the City, excepting the transfers identified in Section 7.03 hereof.

7.03. Permitted Transfers. The following transfers are exceptions to the prohibition set forth in Section 7.02 and shall not require prior approval by the City: (a) a public offering statement filing with and approval by the State Department of Community Affairs; (b) utility and other development easements; (c) conveyances and/or leases to the ultimate purchasers/tenants of the individual residential or commercial units within the Project; and (d) any contract or agreement with respect to any of the foregoing exceptions.

7.04. Restraints Against Transfers. The Deeds shall contain a restriction against transfers as set forth in Section 7.02 and, in addition, shall provide that in the event of any attempted transfer in violation of the restriction in Section 7.02, the City shall be entitled to the ex parte issuance of an injunction restraining such transfer, and the recovery of legal fees and related expenses of the City in connection with any such legal action. Upon the recording of the Deeds in the Office of the Hudson County Register of Mortgages and Deeds, the provision affording such injunctive relief shall have the same force and effect as a Notice of Lis Pendens. The City acknowledges that upon the issuance of the Certificate of Occupancy as referenced in Section 2.17 herein, the prohibitions against transfers set forth in this Article VII shall be of no further force and effect with respect to the Project Premises.

7.05. Conditions of Transfer. Except as otherwise provided in this Agreement, and except with respect to transfers permitted under Section 7.03, the City shall be entitled to require, as conditions to any such approval of any Transfer provided for in Section 7.02 that:

(a) Any proposed transferee shall have the qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer; and

(b) Any proposed transferee, by instrument in writing satisfactory to the City and in recordable form, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject; and

(c) All instruments and other legal documents involved in effecting any transfer shall be submitted to the City for review and, if approved by the City, approval shall be indicated to the Developer in writing; and

(d) Any transfer approved by the City shall release the Developer from any further obligation under this Agreement from and after the closing of the approved transfer,

except as to any liability or obligation of the Developer incurred prior to such Transfer and except as otherwise provided in this Agreement or in the written approval by the City; and

(e) The Developer and its transferees shall comply with any other reasonable conditions that the City may find necessary in order to achieve and safeguard the purposes of the Law.

ARTICLE VIII
DEFAULT

8.01. Events of Default. Prior to completion of the Project as certified by the City, each of the following shall constitute an event of default (Event of Default):

(a) If default shall be in the payment of any portion of the Purchase Price or any other sum payable to the City hereunder, when as the same shall become due and payable, and such default shall have continued for a period of ten (10) days after notice specifying such default and demanding that same be remedied shall have been given to the Developer by or on behalf of the City; or

(b) If the Developer fails to take title to the Project Premises at the times required by this Agreement; or

(c) Developer or its successor in interest shall default in or violate its obligations with respect to the construction of the Project in a material respect (including the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work (unless such suspension arises out of a Force Majeure or other sanctioned delay set forth in this Agreement), and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months (six (6) months if the default is with respect to the date for completion of the Improvements) after written demand by the City to do so or such longer period if incapable of cure within such three (3) or six (6) month period, provided that Developer has commenced and is diligently prosecuting such cure; or

(d) Developer or its successor in interest shall fail to pay any Impositions when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach and such Imposition shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal, or discharge, within ninety (90) days after written demand by the City to do so; or

(e) There is, in violation of this Agreement, any transfer of the fee title to the Project Premises or a portion thereof and such violation shall not be cured within thirty (30) days after written demand served upon Developer by the City, unless extended in writing.

(f) If the Developer be dissolved, or shall file a voluntary petition in bankruptcy or for reorganization or for an arrangement pursuant to the Bankruptcy Act or any similar law, federal or state, now or hereafter in effect, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall suspend payment of its obligations, or shall take any action in furtherance of the foregoing; or if Developer shall consent to the appointment of a receiver, or an answer proposing the adjudication of Developer as a bankrupt or its reorganization pursuant to the Bankruptcy Act or any similar law, federal or state, now or hereafter in effect, shall be filed in and approved by a court of competent jurisdiction and the order approving the same shall not be vacated or set aside or stayed within sixty (60) days from entry thereof, or if the Developer shall consent to the filing of such petition or answer.

(g) If the Developer shall default under or breach any of the terms or conditions of any grant agreements entered into with the City, State or federal government providing subsidies to the Project or should Developer breach the affordability controls placed upon the Project by reason of said grant commitments and agreements, it shall be considered a default and/or breach of this Agreement.

8.02. Initial Remedy Upon Default. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement or any of its terms or conditions by any party hereto or any successor to such party, such party (or successor) shall, within thirty (30) days of receiving written notice from another, proceed to commence to cure or remedy such default or breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within the time periods for cure set forth in this Agreement, or if there is no designated time for cure, within a reasonable time, the aggrieved party may, in addition to such other rights as specified in this Agreement, institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach.

8.03. Remedies in the Event of Termination of the Agreement. In the event that, prior to the conveyance of the Project Premises to the Developer and in violation of this Agreement, the Developer (or any successor in interest) assigns or attempts to assign this Agreement or any rights in the Project or the Project Premises, contrary to the provisions of this Agreement, or does not accept the Deed to the Project Premises upon tender thereof by the City pursuant to this Agreement, and if any default or failure referred to in this Section 8.03 shall not be cured within thirty (30) days after the date of written demand by the City, then this Agreement, and any rights of the Developer or its assignee or transferee in this Agreement, or arising therefrom with respect to the City or the Project Premises, shall, at the option of the City, be terminated and there shall be no further rights or obligations of the parties, except as expressly set forth in this Article VIII.

In the event of such termination, the City shall terminate the Developer's designation as the Developer of the Project and shall have the right to withdraw, to the extent possible, from a purchase agreement or condemnation proceeding heretofore undertaken. The Developer shall pay over to the City all costs and/or damages (including reasonable counsel fees) incurred by the City on account of the default of the Developer and/or arising out of or resulting from the withdrawal of the City from any purchase agreement and/or condemnation proceeding. The City shall have the right to apply to the aforementioned costs or damages incurred by the City as aforesaid, any funds of the Developer in the hands of the City at the time of such default and termination or returned to the City as the result of the City's termination or withdrawal from any condemnation action or purchase agreement entered into in connection therewith. In the event of a termination of this Agreement pursuant to this Section 8.03, upon the resale of those portions of the Project Premises, the proceeds from the sale of such Project Premises, as well as the consideration, if any, received by the City for those other portions of the Project Premises, shall be applied as follows:

(a) First, to all reasonable costs and expenses incurred by the City, including but not limited to legal fees, salaries of personnel, and related expenses incurred by the City in connection with the acquisition, possession, management and resale of the Project Premises; all taxes, assessments, and water and sewer charges with respect to the Project Premises or any part thereof; any expenditures made or obligations incurred with respect to the acquisition, ownership and sale of the Project Premises or any part thereof; and any amounts otherwise owed to the City by Developer and its successors or transferees in accordance with the terms of this Agreement; and

(b) Second, to reimburse the Developer, its successor or transferee, up to the amount equal to the Developer's payment of the Purchase Price associated with the Project Premises. Any balance remaining after such reimbursements shall be retained by the City as its property.

8.04. City's Remedies. Upon the occurrence of any Event of Default subsequent to the conveyance of the Project Premises to the Developer and prior to the completion of the Project, subject to the rights of any mortgage holder as set forth in Sections 7.04 and 7.05 herein the City shall have the right at its sole and absolute opinion upon ninety (90) days' notice to Developer and any mortgagee of the Developer, to enter and take possession of the uncompleted portions of the Project and the Project Premises (Uncompleted Portion). At the same time that the City enters onto and takes possession of the Uncompleted Portion, Developer shall execute and deliver a deed to the City for the Uncompleted Portion subject to the rights of any mortgage holder as set forth in Article V herein. Upon the occurrence of any such conveyance, this Agreement shall be deemed terminated and there shall be no further rights or obligations of the parties except for those rights reserved to a mortgage holder or as otherwise expressly set forth in this Article VIII. This provision shall be entered in the Deeds. Any vesting of title in the City under this Section 8.04 shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage permitted by this Agreement for the protection of the holders of such mortgage.

8.05. Resale of Uncompleted Portion. Upon the vesting in the City of the title to the Uncompleted Portion as provided in Section 8.04, the City shall, pursuant to its responsibilities under New Jersey law, use its best efforts to resell the Uncompleted Portion (subject to such permitted mortgage liens as may exist against the Uncompleted Portion). Such sale shall be made, as soon and in such manner as the City shall find feasible and consistent with the objectives of the Law, to a qualified and responsible party or parties, as determined by the City, who will assume the obligation of completing the Project or such other Improvements as shall be satisfactory to the City and in accordance with the uses specified for the Project Premises in this Agreement and the Law. Upon any resale of the Uncompleted Portion, the proceeds thereof shall be applied:

(a) First, to all reasonable costs and expenses incurred by the City, including but not limited to legal fees, salaries of personnel, and related expenses incurred by the City in connection with the possession, management and resale of the Uncompleted Portion; all taxes, assessments, and water and sewer charges with respect to the Uncompleted Portion or any part thereof; any payments made or necessary to be made to discharge any encumbrances or liens existing on the Uncompleted Portion at the time of the vesting of title thereto in the City or to discharge or prevent from attaching, or being made, any subsequent encumbrances or liens due to obligations, defaults, or acts of Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the completion of the Project or any part thereof on the Uncompleted Portion or any part thereof; and any amounts otherwise owed to the City by Developer and its successors or transferees in accordance with the terms of this Agreement; and

(b) Second, to reimburse the Developer, its successor or transferee, up to the amount equal to the Developer's actual costs associated with the Project, including land acquisition, engineering, planning, site improvement, marketing and other project development costs, plus the reasonable value of all improvements constructed and paid for by the Developer. Any balance remaining after such reimbursements shall be retained by the City as its property.

8.06. No Waiver of Rights and Remedies by Delay. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights or shall not deprive the City of or limit the City's rights in any way (it being the intent of this provision that the City should not be constrained [so as to avoid the risk of being deprived or limited in the exercise of the remedies provided herein by those concepts of waiver, laches, or otherwise] to exercise such rights at a time when the City may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the City with respect to any specific default by the Developer under this Agreement be considered or treated as a waiver of the rights of the City with respect to any other defaults by the Developer under this Agreement or with respect to the particular default except to the extent specifically waived in writing.

8.07. Rights and Remedies Cumulative. The rights and remedies of the parties to the Agreement, whether provided by law or by the Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

ARTICLE IX QUALITY OF TITLE

9.01. Marketable Title. In conveying the title to the Project Premises by Deed to the Developer at the closing, the City shall convey such title as the Title Insurer will approve and insure at its regular premium and without special premium, subject to Permitted Exceptions defined in Section 9.02 herein.

9.02. Permitted Exceptions. The following are not objections to title, but rather, permitted title encumbrances (Permitted Exceptions) with respect to the Project Premises:

- (a) Covenants, conditions, building and use restrictions required by this Agreement or as specified in the Law, as they relate to the Project Premises;
- (b) Any facts disclosed by the Survey provided the same do not materially or adversely affect the ability of the Developer to construct, operate and maintain the Improvements on the Project Premises as contemplated by the Law;
- (c) Title exceptions according to this Agreement;
- (d) Present and future statutes, laws, ordinances, regulations, restrictions, legal requirements and orders of any federal, state, county or municipal government or other public authority relating to the Project Premises or use thereof, provided same do not prohibit the development of the Project Premises in the manner contemplated by the Law;
- (e) Statutory liens for real estate taxes not due and payable;
- (f) Applicable local building and zoning laws and regulations;

(g) Covenants and restrictions of record and such further title defects not disclosed by an instrument of record as will not materially and adversely affect the ability of the Developer to construct, operate, and maintain the Project as contemplated by the Law;

(h) Surface conditions observable by a visible inspection of the Project Premises and subsurface conditions affecting the Project Premises not visible by inspection;

(i) The conditions, covenants and restrictions set forth or referred to elsewhere in this Agreement;

(j) The provisions of the Law;

(k) Such other title exceptions as may be consented to or approved by Developer, or the Title Insurer in writing;

(l) The rights of utility companies to maintain pipes, poles, cables and wires over, on and under the street, the parts of the Project Premises next to the street or running to any building, house, structure or other improvement to the Project Premises;

(m) The fact that some or all of the Project Premises does not have access to or adjoin existing public rights-of-way, thoroughfares and/or streets;

(n) The statutory rights of any condemnee formerly holding an interest in and to the Project Premises or any portion thereof; and

(o) Any riparian rights or interest of the State of New Jersey requiring a riparian grant or conveyance of riparian rights to the Project Premises, and any other legal requirements of the State of New Jersey.

ARTICLE X REPRESENTATIONS

10.01. Representations of Developer. Developer represents and warrants to the City that this Agreement has been duly authorized, executed and delivered by Developer and, on the Effective Date will constitute a legal, valid and binding obligation of Developer enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditor's rights generally and subject to the availability of equitable remedies; and the execution and delivery of this Agreement by Developer and consummation of the transactions contemplated hereby does not violate, conflict with or constitute a default under the provisions of any agreement, understanding or arrangement to which Developer is a party or by which it is bound or the certificate of incorporation, by-laws, certificate

of formation, operating agreement or partnership agreement of Developer, or any statute, rule, regulation, ordinance, order or decree in force as of the date hereof. Developer represents and warrants that it has obtained all necessary licenses, certifications and further that it will be qualified to do business in New Jersey on or after the Effective Date.

10.02. Representation of the City: The City represents and warrants to Developer that this Agreement has been duly authorized by virtue of a certain Ordinance, executed and delivered by the City and, on the Effective Date, will constitute a legal, valid and binding obligation of the City enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights and subject to the availability of equitable remedies; and the execution and delivery of this Agreement by the City and consummation of the transactions contemplated hereby does not violate, conflict with or constitute a default under the provisions of any agreement, understanding or arrangement to which the City is a party or by which it is bound or any statute, rule, regulation, ordinance, order or decree in force as of the date hereof. In the event of a final non-appealable determination of a court of competent jurisdiction preventing the City from conveying the Project Premises, or any portion thereof, to Developer, the Developer's sole remedy is the right of termination.

ARTICLE XI

ADDITIONAL CONTINGENCIES TO THE OBLIGATIONS TO CLOSE TITLE

11.01. Conditions to City's Obligation. In addition to those contingencies stated elsewhere in this Agreement, the obligations of the City to convey fee simple title to the Project Premises shall be subject to satisfaction of the following conditions:

(a) Developer shall have delivered to City that portion of the Purchase Price attributable to the conveyance of the Project Premises;

(b) Developer shall have satisfied the requirements of the Agreement documenting to the City's satisfaction that all financing and/or equity funding required for the construction of the Project has been obtained;

(c) All of the representations and warranties of the Developer contained in this Agreement shall have been true and correct in all material respects when made, and shall be true and correct in all material respects as of the date of the conveyance of the Project Premises as if made at and as of that date;

(d) Developer shall have performed and complied in all material respects with the covenants and agreements required by this Agreement to be performed or complied with prior to the conveyance of the Project Premises;

(e) Developer shall have received the Governmental Approvals required by this Agreement for the construction of the Project;

(f) With respect to any additional funds needed for the City's performance under this Agreement which are not provided by the Developer, the City shall have complied with all legal requirements for the allocation of such funds to the City by appropriate governmental authorities, and it is understood by Developer that the City's obligation to convey the Project Premises is subject to and contingent upon the availability of such funds in accordance with applicable legal requirements; and

(g) There shall not exist at the date of conveyance of the Project Premises any temporary restraining order, preliminary or final injunction, writ, decree, final order, ruling or decision of a court of competent jurisdiction or governmental authority restraining or preventing the consummation of any of the transactions contemplated hereby.

ARTICLE XII
PREPARATION AND APPROVAL OF
PLANS AND SPECIFICATIONS FOR DEVELOPMENT

12.01. Approval of Construction Plans. Within **thirty (30)** days after receiving the effective date of the Agreement, Developer shall, at its own cost, cause to be prepared and submitted to the City the final Construction Plans of the Project for construction of the Improvements thereon. The City shall have a period of fifteen (15) days after receipt thereof to review and approve the final Construction Plans as being in conformity with the Law and this Agreement, and as being appropriate, in the City's reasonable exercise of judgment, in terms of building orientations, their placement on the Project Premises and architectural styling and building materials to be used for the Improvements, and facilities for parking and structured parking as well as the locations on the Project Premises, or to furnish to Developer in writing notice of any changes or modifications, and the reasons therefor, required to be made in order to render the same in conformity with the Law and this Agreement. The City shall, if the final Construction Plans originally submitted conform to the provisions of the Law and this Agreement, approve in writing such Construction Plans, and no further filing by the Developer or approval by the City thereof shall be required except with respect to any change. Such Construction Plans shall, in any event, be deemed approved unless rejection thereof in writing by the City, in whole or in part, setting forth in detail the reasons therefor, shall be sent Developer within thirty (30) days after the date of their receipt by the City. If the City so rejects the final Construction Plans in whole or in part as not being in conformity with the Law or this Agreement, the Developer shall submit new or corrected final Construction Plans which are in conformity with the Law and this Agreement within thirty (30) days after receipt of written notification to the Developer of the rejection. The provisions of this Section 12.04 relating to approval, rejection, and resubmission of corrected Construction Plans herein above provided

for with respect to the original Construction Plans shall continue to apply until the Construction Plans have been approved by the City; provided, that in any event the Developer shall submit final Construction Plans for the Project which are in conformity with the Law and this Agreement.

12.02. Other Plans to be Submitted. The Developer shall, to the extent required, submit the following plans to the City for its review and acceptance:

(a) A plan showing the building, the site and site improvements, parking facility(ies), all elevations of the building(s), the exterior treatment of the building including color, type and texture of material(s) to be used, and a sample of the actual construction materials being used on all facades.

(b) A lighting plan demonstrating that all "on site" walkways, parking areas, and other areas accessible to pedestrians during the hours of darkness will be adequately lighted to insure pedestrian safety. Such plan will demonstrate the amount, placement, type and construction of the lighting.

(c) A staging of improvements plan, to the extent applicable, showing the order of proposed construction, including any temporary or interim construction or operating arrangements. This plan shall include the Developer's estimate for the timing any soil or environmental remediations and/or engineering and institutional controls of final site preparations, foundations, construction, landscaping, installation of drives, sidewalks, and completion of construction, and should furnish such information and data necessary to enable the City and the City to schedule any public improvements required.

(d) A plan showing the construction of all on-site roadways and streets and related facilities required by the Law, as amended, this Agreement as approved by the City or by the City in the reasonable exercise of its discretion.

(e) Such other plans as the City may from time to time reasonably require to promote the orderly redevelopment of the Project Premises.

The plans and drawings, specifications and proposed construction schedule referred to in this Article XII are hereinafter collectively called "Construction Plans."

12.03. Time for Submission of Corrected Construction Plans.

(a). Except as provided in subparagraph (b) of this Section 12.06, the time within which the Developer shall submit any new or corrected Construction Plans shall not be later than thirty (30) days after the date Developer receives written notice from the City of rejection of Construction Plans referred to in the last such notice.

(b) The time within which the Developer shall submit corrected Construction Plans conforming to the City's requirements and stipulations as made by the latter upon its rejection, in whole or in part, of Developer's initial and/or subsequently revised Construction Plans shall be no later than thirty (30) days prior to the planned conveyance date established in Schedule C. The City approved Construction Plans must be on file and approved by the City Division of Buildings Office of the Construction Official or its successor before construction of the improvements by the Developer on the Project Premises or any portion thereof.

12.04. Time for City Action in Change in Construction Plans. The time within which the City may decline to approve any change to the Construction Plans proposed by Developer, shall be fifteen (15) days after the date of the City's receipt of notice of such change and a copy of the revised plan or plans.

12.05. Changes in Improvements to be Constructed. The Developer shall not be permitted to construct any Improvements on the Project Premises other than those set forth as shown on the Construction Plans, nor shall the Developer be permitted to make any additions, changes, alterations, substitutions of the Improvements to be constructed, other than field changes authorized by the City's Building Department which do not require further Planning Department approval or notation, without the prior written consent of the City after review and approval by the City of the revised construction plans showing such changes, alterations, substitutions or modifications.

ARTICLE XIII DEPOSIT

13.01. Amount. The Developer shall prior to or within seven (7) days of approval by the City of the Construction Plans as required by Section 12.04 and 12.06 deliver to the City a good faith deposit of \$ _____ ("Deposit") as security for the performance of the obligations of the Developer to be performed prior to the return of the Deposit to the Developer, or its retention by the City as liquidated damages in the event of a default by Developer, or its application on account of the Acquisition Costs, as the case may be, in accordance with the Agreement. The Deposit shall be deposited in an account of the City in a bank, trust company or other financial institution selected by it.

13.02. Interest. The City shall be under no obligation to pay or earn interest to the benefit of the Developer on the Deposit or on any other sum of money paid to the City pursuant to this Agreement.

13.03. Application to Acquisition Costs. In the event the Developer is not otherwise entitled to return of the Deposit pursuant to Section 13.05, the amount of the Deposit if paid in cash or by certified check may, at the option of the City, be applied on account of the Acquisition Costs.

13.04. Retention by City. Upon termination of the Agreement, the Deposit or the proceeds of the Deposit, if not theretofore returned to the Developer pursuant to Section 13.05, after such termination, shall be retained by the City as provided in this Agreement

13.05. Return to Developer. Upon termination of the Agreement, the Deposit shall be returned to the Developer by the City as provided in this Agreement. In the event this Agreement is not canceled by the Developer, the Deposit shall be returned upon the Developer's receipt of a Certificate of Completion pursuant to this Agreement.

ARTICLE XIV
PROJECT EMPLOYMENT AGREEMENT

14.01. Binding Agreements. The Developer and all agents and contractors associated with same shall enter into contracts with the City and comply with the Project Employment and Contracting Agreement and other Affirmative Action Policies as currently in effect, and as same may be amended from time to time.

ARTICLE XV
NOTICES AND DEMANDS

15.01. Manner of Notice. A notice, demand, or other communication required under this Agreement by either party to the other shall be considered given and delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally at the addresses listed below for each party.

(a) In the case of the Developer, addressed to

(b) In the case of the City, addressed to the:
Business Administrator of the City of Jersey City
280 Grove Street,
Jersey City, New Jersey 07302.

(c) At such other addresses a party may, from time to time, designate in writing and mail to the other as provided herein.

ARTICLE XVI
MISCELLANEOUS

16.01. City's Right to Engineering and Architectural Data. Upon termination of this Agreement pursuant to any provisions hereof, Developer shall furnish to the City without charge or fee, reproducible copies of all surveys, engineering and architectural studies, drawings, reports including those obtained by Developer through having performed soils testing and analysis in accordance with Section 2.06 hereof, and other data prepared by or for Developer with respect to the Project Premises and the contemplated development thereof.

16.02. Force Majeure. It is agreed that the deadline stated herein for construction may be extended upon the written consent of the City, in its sole discretion and it shall be extended if completion of the construction of the Improvements is prevented by an event of force majeure, as defined hereunder, in which case any unexpired deadline shall be extended for the period of the enforced delay, as reasonably determined by the City provided that the Developer undertaking the improvement who seeks the benefit of this provision on force majeure shall, within ten (10) days after the beginning of any such enforced delay, have notified the City in writing, and of the cause or causes thereof, and has requested an extension for the period of the enforced delay. Compliance with municipal laws regulating land use and construction, any Legal requirements under any applicable environmental laws, as well as known NJDEP clearances, approvals, or permits typical of the development process and referred to in this Agreement, shall not be considered or construed as events of force majeure.

16.03. Right of Entry For Utility Service. The City reserves for itself, the City, and any public utility company, as may be appropriate, the unqualified right to enter upon the Project Premises at any reasonable time for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within the Project Premises boundary lines.

16.04. Developer Not To Construct Over Utility Easements. The Developer shall not construct any building or other structure or improvement on, over, or within the boundary lines of any easement for public utilities described or referred to in Section 16.03 herein, unless such construction is provided for in such easement or has been approved by City and the City. If approval for such construction is requested by the Developer, the City shall use its best efforts to assure that such approval shall not be withheld unreasonably.

16.05. Maintenance. The Developer shall be responsible for maintenance and security of the Project Premises subject to this Agreement subsequent to the City acquiring title to same until such time as Developer no longer owns or leases the Project Premises on parts thereof.

16.06. Equal Employment Opportunity. The Developer agrees that during the construction of Improvements:

(a) The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Developer will take

affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this nondiscrimination clause and any such notices provided by the City which are consistent therewith.

(b) The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The Developer will comply with all rules, regulations, and relevant orders of the Secretary of Labor of the State of New Jersey.

(d) Subcontractors and suppliers to the Project shall include qualified and certified minority enterprises.

(e) The obligations in this Section shall be binding on all contractors and subcontractors to the extent that any work is done by any contractor or subcontractor, and any contract entered into by the Developer shall so provide.

16.07. Entire Agreement. This Agreement constitutes the entire Agreement of the parties and supersedes the prior or contemporaneous writings, discussions, or agreements between the parties with respect to the subject matter hereof and may not be modified, or amended except by a written agreement specifically referring to this Agreement signed by all the parties hereto.

16.08. Titles of Articles and Sections/Headings. Any titles of the several Parts and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions. The Section headings contained in this Agreement are inserted for reference purposes only and shall given no weight in the construction of this Agreement. None of the headings or titles of Articles and Sections are intended to limit or define the contents of the Sections and Articles.

16.09. Counterparts. This Agreement is executed in several counterparts, each of which shall constitute one and the same instrument.

16.10. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by the Chairman of its Board of Commissioners, and its seal to be hereunto duly affixed and attested by its Secretary, and the Developer has caused this Agreement to be duly executed in its name and behalf by its sole member, on or as of the day first above written.

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE, CITY CLERK

BRIAN O'REILLY, Business Administrator

ATTEST:

Secretary

STATE OF NEW JERSEY)

) SS:

COUNTY OF HUDSON)

BE IT REMEMBERED, that on _____, 2009, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared **ROBERT BYRNE**, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the City Clerk of the **CITY OF JERSEY CITY** a body corporate and politic, and the body corporate and politic named in the within instrument; that **BRIAN O'REILLY** is the **BUSINESS ADMINISTRATOR** of said body corporate and politic; that the execution, as well as the making of this instrument, has been duly authorized by a proper ordinance of the Municipal Council of the body corporate and politic; that deponent well knows the seal of the body corporate and politic; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by **BRIAN O'REILLY**, the Business Administrator, as and for the voluntary act and deed of said body corporate and politic, in presence, who thereupon subscribed his name thereto as attesting witness.

ROBERT BYRNE
CITY CLERK

Sworn and subscribed to
before me this ____ day
of _____ 2009.

Notary Public

STATE OF NEW JERSEY)

) SS:

COUNTY OF HUDSON)

BE IT REMEMBERED, that on _____, 2009, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared _____ who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Secretary of _____, a corporation of the State of New Jersey and the corporation named in the within instrument; that _____ is the President of said corporation; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board Directors of the corporation; that deponent well knows the seal of the corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by _____, the President, as and for the voluntary act and deed of said corporation, in presence, who thereupon subscribed his name thereto as attesting witness.

Secretary

Sworn & Subscribed to before me
this day of ,2009.

Notary Public of New Jersey
My Commission Expires:

SCHEDULE "A"

PROJECT PREMISES

The Project Premises referred to above may be further described by metes and bounds description upon receipt of the Survey required under Section 2.05.

SCHEDULE "B"

PROJECT DESCRIPTION

[INSERT DETAILED PROJECT DESCRIPTION]

The design, elevations, materials and amenities of the structure shall be in substantial conformance to the Developer's proposal and to the plans and drawings prepared by Developer's licensed professional to be submitted to the Jersey City Planning Division and approved by Resolution of the Jersey City Planning Board.

SCHEDULE "C"

CONSTRUCTION TIMETABLE

<u>TASK</u>	<u>COMPLETION DATE</u>
1. Title work, Survey and Survey Description to City	
2. Completion of Environmental Assessment	
3. Obtain Site Plan/Government Approvals	
4. Evidence of Mortgage Financing/ Equity Commitments to City	
5. Closing of Title to Parcel	
6. Obtain Construction Permits from Building Dept.	
7. Commence Construction	
8. Complete Construction & issuance of Permanent Certificate of Occupancy	

The parties hereto acknowledge that the above timetable are outside dates and shall in no way prohibit the Developer from completing the items set forth prior to the respective deadlines.

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

City Clerk File No. Res. 09-828

Agenda No. 10.P

Approved: OCT 14 2009

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATION AGREEMENT AND THE PAYMENT OF \$35,000.00 TO THE JERSEY CITY REDEVELOPMENT AGENCY FOR THE COST OF ENGINEERING SERVICES PROVIDED IN CONNECTION WITH A PROPOSED EXTENSION OF JERSEY AVENUE FROM GRAND STREET TO PHILLIP STREET

**COUNCIL
THE FOLLOWING RESOLUTION:**

OFFERED AND MOVED ADOPTION OF

WHEREAS, the Jersey City Redevelopment Agency (JCRA), an instrumentality of the City of Jersey City (City) was created to carry out and effectuate the purposes of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12-1 et seq. and the terms of redevelopment plans adopted by the City and to contract with public agencies or private redevelopers for the planning, replanning, constructing or undertaking of any project or redevelopment work; and

WHEREAS, the City has identified the need to extend Jersey Avenue south of Grand Street to Phillip Street; and

R.B.
10-7-09

WHEREAS, this extension will alleviate commuter traffic in the Bergen-Lafayette neighborhood; and

WHEREAS, in connection with this project, the City has requested the JCRA to undertake a transportation planning and design study; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-39 the City is authorized to incur the expense of public improvements and lend or donate monies to the JCRA for such purposes; and

WHEREAS, the JCRA hired Sam Schwartz Engineering to provide engineering services related to the proposed extension of Jersey Avenue for the sum of \$70,000.00; and

WHEREAS, the City has agreed to finance 50% of the cost for the professional engineering firm that will conduct the study; and

WHEREAS, funds in the amount of \$35,000.00 are available in Account No. 04-215-55-842-990.

OCT 14 2009

TITLE:

RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATION AGREEMENT AND THE PAYMENT OF \$35,000.00 TO THE JERSEY CITY REDEVELOPMENT AGENCY FOR THE COST OF ENGINEERING SERVICES PROVIDED IN CONNECTION WITH A PROPOSED EXTENSION OF JERSEY AVENUE FROM GRAND STREET TO PHILLIP STREET

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 Cooperation Agreement with the JCRA whereby the City will provide funds in the amount of \$35,000.00 for the cost of the transportation planning and design study by Sam Schwartz Engineering for the extension of Jersey Avenue south of Grand Street to Phillip Street; and
2. The Cooperation Agreement will be in substantially the form attached subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.

I Donna Mauer, Donna Mauer, as Chief Financial Officer, hereby certify that funds in the amount of \$35,000.00 are available in Account No. 04-215-55-842-990. PO #98247

RR
9-30-09

APPROVED: William P. Gade 10-1-09 APPROVED AS TO LEGAL FORM

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

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET

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

1. Full Title of Resolution Agreement:

RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATION AGREEMENT AND THE PAYMENT OF \$35,000.00 TO THE JERSEY CITY REDEVELOPMENT AGENCY FOR THE COST OF ENGINEERING SERVICES PROVIDED IN CONNECTION WITH A PROPOSED EXTENSION OF JERSEY AVENUE FROM GRAND STREET TO PHILLIP STREET

2. Name and Title of Person Initiating the Resolution:

William R. Goble, City Engineer

3. Concise Description of the Program, Project or Plan Proposed in the Resolution:

The City will enter into an agreement with JCRA to hire Sam Schwartz Engineering to provide transportation and design study related to the extension of Jersey Avenue south of Grand to Phillip Street. The agreement is for the City to partially reimburse the JCRA for the cost of engineering services.

4. Reasons (Need) for the Proposed Program, project, etc:

There is a need to conduct an assessment of the effects this extension could have on increasing commuter traffic from utilizing the local streets through the Morris Canal Area. It will also develop context sensitive and functional design treatment through Liberty State Park.

5. Anticipated Benefits to the Community:

The implementation of this professional services contract is to provide a needed engineering study and address those concerned with the use and effect of the roadway extension. The purpose of this contract will be to develop a context sensitive design solution for the stakeholders. The objective is also to advance the long overdue and critical improvement of transportation access and infrastructure improvements of the Jersey Avenue Extension over Mill Creek. The final study will incorporate many benefits to the local community, the state and national interest.

6. Cost of Proposed Program, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions):

The City has agreed to finance 50% of the cost \$35,000. (Total estimate \$70,000) Funds are available from the Engineering FY2008 Capital Improvement Plan.

7. Date Proposed Program or Project will Commence:

Immediately

8. Anticipated Completion Date:

Within two month period

9. Person Responsible for Coordinating Proposed Program, Project, etc.:

William R. Goble 201-547-4413 _____
NAME TELEPHONE EVENING

10. Additional Comments:

Based on the information provided to me, I certify that all the Facts Presented Herein are Accurate to the best of my knowledge.

William R. Goble
Signature of Division Director

10.1.09
Date

Signature of Department Director

Date

COOPERATION AGREEMENT

IT IS ON THIS _____ day of _____, 2009, agreed by and between the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey (hereinafter "City") and the **JERSEY CITY REDEVELOPMENT AGENCY**, a public body corporate and politic of the State of New Jersey (hereinafter "JCRA" or "Agency") as follows:

WHEREAS, the City through the Agency regularly undertakes various activities to assist the City in the development of property located within the City of Jersey City and in specific redevelopment areas; and

WHEREAS, the City has determined that there is an need to extend Jersey Avenue south of Grand Street to Phillip Street; and

WHEREAS, this extension will alleviate commuter traffic through the Bergen-Lafayette neighborhood; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-39 the City is authorized to incur the expense of public improvements and lend or donate monies to the JCRA for such purposes; and

WHEREAS, the JCRA hired Sam Schwartz Engineering to provide a transportation and design study related to the extension of Jersey Avenue for the sum of \$70,000.00; and

WHEREAS, in order to proceed with the proposed extension of Jersey Avenue, the JCRA and the City desire to enter into a Cooperation Agreement whereby the City will provide funds in the amount of \$35,000.00 to the JCRA for the cost of engineering services to be provided by Sam Schwartz Engineering; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

PURPOSE OF AGREEMENT

JCRA hired Sam Schwartz Engineering to provide engineering services for the sum of \$70,000.00 related to the extension of Jersey Avenue south of Grand Street to Phillip Street. The purpose of this Agreement is for the City to partially reimburse the JCRA for the cost of the engineering services.

ARTICLE III

COMPENSATION AND PAYMENT

The City shall pay over to the Agency the sum of \$35,000.00 within twenty (20) days of the date this Agreement is executed. The Agency shall not expend any funds without the prior approval or acceptance of the work by the City Engineer.

ARTICLE IV

GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey.

ARTICLE V

NOTICES

All notices, demands, or communications hereunder shall be in writing and shall be deemed to be duly given if hand delivered or mailed certified mail, return receipt requested to:

- (A) Agency: Executive Director, Jersey City Redevelopment Agency, 30 Montgomery Street, Room 900, Jersey City, New Jersey 07302.

- (B) City: Business Administrator, City Hall-280 Grove Street, Jersey City, New Jersey 07302.

Any party may designate a different address at which, or individual to whom, notices should be given by providing the other party with a written notice to such effect.

ARTICLE VI
AMENDMENT

This Agreement shall not be canceled, amended or changed except as agreed in writing by the agency and the City.

ARTICLE VII
TERMINATION

This Agreement shall become effective on the date appearing above and shall continue thereafter until terminated in whole or in part, at any time for any or no reason by either party upon thirty (30) days written notice to the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

WITNESS:

CITY OF JERSEY CITY

ROBERT BYRNE
CITY CLERK

BRIAN O'REILLY
BUSINESS ADMINISTRATOR

WITNESS:
AGENCY

JERSEY CITY REDEVELOPMENT

JAMES K. MORLEY,
CHAIRMAN



S A M S C H W A R T Z
E N G I N E E R I N G

November 17, 2008

Mr. William. R Goble, P.E.
Chief Engineer
Jersey City Department of Engineering
575 Route 440
Jersey City, NJ 07305

RE: Jersey Avenue Extension

Dear Mr. Goble,

Sam Schwartz Engineering (SSE) is pleased to provide you with a proposal for transportation planning and design services in connection with the Jersey Avenue Extension and the Bergen-Lafayette community. SSE will develop alternative schematic concept designs for the extension of Jersey Avenue and conduct an assessment of the effects this extension could have on increasing commuter circulation through the Bergen-Lafayette neighborhood. We will propose traffic calming measures to inhibit commuter traffic from utilizing the local streets in the Lafayette section and examine bikeways and footpaths with appropriate signage from Jersey Avenue as part of an overall access plan for the neighborhood.

With regard to the extension of Jersey Avenue, the extent of our study area will be the NJ Turnpike Exit 14B to the south and Grand Street to the north. We will develop context sensitive and functional design treatments for:

- Burma Road, which also provides access to the Industrial Park,
- Philips Drive along the edge of the park,
- A new street north of Audrey Zapp Drive,
- The bridge over Mill Creek, and
- Jersey Avenue to Grand Street.

These services will include schematic configurations of intersections at all cross streets and access points to major existing and proposed land uses such as Liberty Science Center, Liberty Park HBLR station, Liberty Harbor North and other proposed developments at your direction.

The Philips Drive/Burma Road corridor must serve many various roles for vehicular traffic, such as an industrial truck route and access road to the science center and park, as described above. Based on preliminary field observations, it is our opinion that the existing roadway has not been designed to best serve the multi-functional role that is required. Furthermore, it contributes little to its perimeter role along Liberty State Park. In other words, the roadway as it is currently designed is out of context with the environment and functions it must serve. Our approach will be to develop a context sensitive design solution for each segment that is satisfactory to the stakeholders concerned with the use and effects of this entire roadway. For those users who need it most, the road will be designed to directly connect two sections of Jersey City that are currently linked only by a circuitous route through the Bergen Lafayette neighborhood.

New York
611 Broadway, Suite 415
New York, NY 10012
T: 212.598.9010 F: 212.598.9148

New Jersey
24 Commerce Street, Suite 1425
Newark, NJ 07102
T: 973.639.9629 F: 973.639.9191

Windsor-Detroit
374 Quettette Avenue, Suite 501
Windsor, ON N9A 1A8
T: 519.560.3500 F: 519.560.3600



**S A M S C H W A R T Z
E N G I N E E R I N G**

We have organized our scope of services into two major areas of concentration that will proceed simultaneously:

1. The conceptual design of the roadway connection, and
2. The assessment and resolution of Bergen Lafayette transportation issues.

Below is a detailed description of the services.

Task 1: Data Collection and Review; Site Visits; Field Observations **\$6,000**

SSE will obtain available studies, reports and data related to existing traffic conditions and proposed development in the influence area of the roadway. Existing and proposed traffic generators and access needs in the immediate study area will be identified. Area-wide projections for land use and traffic will be assessed for their potential impact on the new roadway. Stakeholder issues will be identified and evaluated.

SSE will conduct site visits of the existing roadway and connecting land uses. Field observations will be performed during critical time periods (Weekday AM and PM peak hours and weekend Science Center peak hour) along the length of the roadway and at major facilities to assess travel patterns, evaluate the overall efficiency of the roadway network, and identify operational issues/chokepoints.

Task 2: Concept Design and Cost: Philips Drive-Jersey Avenue Extension **\$40,000**

SSE will prepare up to three (3) alternative schematic concept designs for the Burma Road/Philips Drive corridor from Exit 14B to the south to Grand Street to the north. Our designs will be context sensitive to the immediate roadway environment and functions and at the same time cognizant of the overall goal of addressing stakeholder issues. The bridge over Mill Creek, providing the connection for these geographic areas, is only one important element of a series of roadway transitions as follows:

- From the south, Exit 14B provides access into this area for park users, peak hour commuters and the businesses in Liberty Industrial Park. This is the southern entrance to the park. The existing traffic circle provides a critical sorting function for these users and Burma Road serves a multi-functional use unlike the character of the rest of the length of roadway.
- There is an uninterrupted segment of Philips Drive through the park to an area that serves a major park land use in the Science Center and the HBLR commuter park-and-ride Liberty Park station, with its direct ramps to the NJ Turnpike.
- The intersection at Johnston Avenue/Audrey Zapp Drive serves as the current northern entrance to the park and provides access to Bergen Lafayette and other sections of Jersey City. The bridge and its approach road can serve as a northern gateway to Liberty State Park as well as an entrance to the dense urban fabric of Liberty Harbor North.
- Jersey Avenue must service the needs of a dense urban residential and pedestrian environment with a HBLR station and another critical intersection at Grand Street with new and proposed land uses.

SSE will evaluate and address each roadway transition for its function and environmental setting. As an example, for the segment of Jersey Avenue north of the bridge, we will use a "complete streets" approach by exploring designs that accommodate all modes of transportation and activities consistent with the land uses in that section. When multiple modes and activities are present, drivers lose the message that previously communicated the street belonged exclusively to them. When drivers see many people walking and biking, they slow down. Drivers become more observant of pedestrians and bicyclists; this

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611 Broadway, Suite 415
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Windsor-Detroit
374 Ouellette Avenue, Suite 501
Windsor, ON, N9A 1A8
T: 519.560.3500 F: 519.560.3600



S A M S C H W A R T Z
E N G I N E E R I N G

has the effect of creating a more calming environment increasing drivers' awareness and caution more so than what any amount of regulatory signage or flashing lights could achieve.

The alternative schematic design concepts will be presented via plan and representative section drawings and flow/circulation maps. These drawings and maps will convey the details necessary to allow the future creation of more detailed plans leading to construction drawings. (It should be noted that all survey material for base drawings is to be provided by others; otherwise, SSE will use aeriels to estimate roadway locations for these schematics). Cost estimates for the construction of each of the three alternative alignment concepts described above will be provided by segment. This exercise will allow for an evaluation of each option based on both the qualitative features and the projected cost to build each option. SSE assumes up to three comment/revision cycles for these materials with the client as part of this task.

Cost Estimates: SSE recommends \$10,000 be reserved for a cost estimator to cost the preferred concept alternative(s). Cost estimates for the construction of each of the three alternative alignment concepts described above would be provided by segment. This exercise will allow for an evaluation of each option based on both the qualitative features and the projected cost to build each option. The amount for this work is included in the total Task 2 budget above.

Task 3: Bergen-Lafayette Transportation Assessment and Solutions

\$20,000

SSE will conduct an in-depth assessment of the traffic and overall transportation access issues affecting the Bergen-Lafayette neighborhood. SSE will examine the major traffic corridors adjacent to the neighborhood and identify the primary routing operations, including typical neighborhood traffic patterns, cut-through traffic patterns, as well as other observations or anecdotal information acquired from local knowledge. With this information, SSE will then consider access and circulation needs of the neighborhood, such as traffic calming and other treatments that will discourage the use of this area for cut-through traffic, as well as the way this traffic can best integrate with overall traffic patterns on adjacent arterials. SSE will focus on concept design improvements and circulation pattern modifications to inhibit AM and PM peak commuter through traffic from using local streets. Specific access and priority needs, such as improved pedestrian connectivity with the HBLR station, or targeted redesign locations/concepts, will also be included in this assessment and solution process. Finally, recommendations will be provided in the form of a technical memorandum, with selected schematic drawings to accompany these recommendations to illustrate the efficacy of these ideas.

SSE assumes up to three comment/revision cycles for these materials with the client as part of this task.

Task 4: Meetings

(Billed Hourly) \$4,000

While it is possible to perform the above services without any meetings, SSE recommends, at a minimum, meeting with Jersey City officials, The Liberty Science Center, Superintendent of Liberty State Park, Friends of Liberty State Park and perhaps some select community representatives, as well as relevant state agencies (i.e. NJDOT bicycle planning group), to demonstrate that our efforts included a clear effort and desire to take the interests and concerns of these multiple parties into consideration during our design process. All meetings would be approved by the client and billed separately on an hourly basis according to the attached rate sheet. For estimating purposes, we have assumed \$4,000 for these meetings.

New York
111 Broadway, Suite 415
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Newark, NJ 07102
T: 973 639 8629 F: 973 639 9191

Windsor-Detroit
374 Quettate Avenue, Suite 501
Windsor, ON N9A 1A8
T: 519 560 3500 F: 519 560 3600



**SAM SCHWARTZ
ENGINEERING**

SSE estimates that the total budget required for the above services to be **\$70,000**. The above tasks will be completed within a two-month period.

If you agree with this proposal, as well as the attached standard terms and hourly rates, please sign below and fax this letter back to us so that we can start immediately. Should you have any questions, please call me at 973-639-9629.

Sincerely,

Alfred G. Meyer
Senior Vice President

Approved per above terms and conditions

New York
611 Broadway, Suite 415
New York, NY 10012
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2007/2008 Special / Government / Non-Profit Rates
--

<u>Title</u>	<u>Rate</u>
President/Principal in Charge	\$ 350.00
Princ Proj Mgr & Architect/Planner	\$ 180.00
Principal Transit Planner	\$ 190.00
Senior Vice President/Principal Planner	\$ 190.00
Senior Vice President/Principal Construction Coordinator	\$ 190.00
Vice President/Principal Traffic Engineer	\$ 185.00
Vice President/Principal MPT/Field Safety Coordinator	\$ 150.00
Vice President/Principal Planner	\$ 150.00
Senior Engineer/MPT	\$ 140.00
Resident Engineer	\$ 120.00
Senior Project Manager	\$ 135.00
Project Manager	\$ 125.00
Senior Engineer	\$ 115.00
Senior Staff Engineer	\$ 100.00
Staff Engineer	\$ 85.00
Traffic Enforcement Supervisor	\$ 100.00
Traffic Enforcement Coordinator	\$ 85.00
Office Engineer	\$ 115.00
Senior Inspector	\$ 120.00
Inspector	\$ 100.00
Project Manager (Planning Dept)	\$ 135.00
Deputy Project Manager (Planning Dept)	\$ 115.00
Senior Planner	\$ 110.00
Planner	\$ 95.00
CADD Administrator	\$ 80.00
CADD Operator	\$ 70.00
Senior Community Outreach Coordinator	\$ 90.00
Community Outreach Coordinator	\$ 80.00
Graphic Designer	\$ 65.00
Senior Technician	\$ 45.00
Technician	\$ 35.00

Rates Effective July 1, 2007

Sam Schwartz Engineering

Standard Form of Terms and Conditions

- A. Basic Services:** Compensation for the Basic Services shall be billed monthly in accordance with the Firm's standard invoicing practices or as otherwise provided in below. Employee hourly rates are subject to reasonable annual increases.
- B. Additional Services:** Additional Services shall be billed at employee hours times standard hourly rates for each applicable class of services rendered in accordance with the attached rate sheet.
- C. Client Supplied Information:** The Firm is entitled to rely upon the accuracy of any and all information supplied to the Firm by Client or consultant(s) retained by Client.
- D. Reimbursable Expenses:** Reimbursable Expenses are direct project related expenses for travel, tolls, mileage, lodging, meals, long distance telephone calls, fees paid for securing approval of governmental authorities, cost of reproduction and postage for drawings and specifications excluding duplicate progress prints and reproducible final construction documents. Reimbursable expenses shall be billed monthly at cost plus 15%.
- E. Sub-Consultants:** Sub-Consultant expenses are direct project related expenses billed to Firm for work performed on project plus the Sub-Consultant's associated reimbursable expenses and shall be billed monthly at cost plus 10%.
- F. Billing/Payments:** Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days of the invoice date. If the invoice is not paid within 30 days, the Firm may, without liability, after giving seven days written notice to Client, suspend services under this Agreement until the Firm has been paid in full all amounts due for services, expenses and other related charges. Payments will be credited first to interest and then to principal. Retainers shall be credited on the final invoice. Employee hourly rates are subject to reasonable annual increases.
- G. Late Payments:** Invoices unpaid 60 days after the invoice date shall be subject to a monthly service charge of 1.5 % (or the maximum prevailing rate) on overdue balances. In the event any portion, or all, of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection including reasonable attorney's fees.
- H. Indemnification:** The Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the Firm, its officers, directors, employees, agents and subconsultants, from and against all damage, liability and cost, including reasonable attorney's fees, arising out of or in any way connected with the Project or performance by the Firm or the Client in connection with the services under this agreement, excepting only those damages, liabilities or costs, attributable to the sole negligence, sole breach or willful misconduct of the Firm.

Sam Schwartz Engineering

Standard Form of Terms and Conditions

- I. Standard of Care:** The Firm will perform services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the engineering and planning profession practicing contemporaneously under similar conditions in the locality of the project. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
- J. Certification, Guarantees and Warranties:** The Firm shall not be required to execute any document that would result in its certifying, guaranteeing, stamping or warranting the existence of conditions unless it agrees to do so by a separate written agreement.
- K. Limitation of Liability:** In recognition of the relative risks, rewards and benefits of the project for both the Client and the Firm, the Client agrees that to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed the Firm's fee for the Project. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
- L. Termination of Services:** This agreement may be terminated by either party upon thirty (30) days written notification should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. The Client, upon thirty (30) days written notice, may terminate this agreement with the Firm in the event that the Project is permanently abandoned. In the event of a termination as a result of either the above circumstances, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.
- M. Ownership of Documents:** All documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.
- N. Dispute Resolution:** Any claims or disputes arising from or relating to the Project between the Client and the Firm shall be submitted to nonbinding mediation. The Client and the Firm agree a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. All litigation is subject to New York State Law and will be resolved in the state of New York.
- O. Access to Site:** The Firm will have access to the work site for activities necessary for the performance of services. The Firm will take precautions to minimize the damage due to these activities, but has not included in the fee nor shall it be responsible for the cost of restoration of any resulting damage. Further, the Firm is not responsible for job site safety. The Project contractor(s) will retain full responsibilities for the means and methods of construction and safety for workmen and third parties.

CITY OF JERSEY CITY

Requisition #

0147688

Assigned PO #

Requisition

Vendor
JERSEY CITY REDEVELOPMENT AGEN
30 MONTGOMERY STREET
JERSEY CITY NJ 07302

Dept. Bill To
ENGINEERING
575 RT. 440
JERSEY CITY NJ 07305

Dept. Ship To
575 RT. 440
JERSEY CITY NJ 07305

JE296228

Contact Info
WILLIAM GOBLE
2015474413

Quantity	UOM	Description	Account	Unit Price	Total
1.00	1	PROFESSIONAL SERVICE	04-215-55-842-990	35,000.00	35,000.00
		RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATION AGREEMENT AND THE PAYMENT OF \$35,000.00 TO THE JERSEY CITY REDEVELOPMENT AGENCY FOR THE COST OF ENGINEERING SERVICES PROVIDED IN CONNECTION WITH A PROPOSED EXTENSION OF JERSEY AVENUE FROM GRAND STREET TO PHILLIP STREET			

Requisition Total 35,000.00

Req. Date: 10/01/2009

Requested By: RUTH

Approved By: _____

Buyer Id:

This Is Not A Purchase Order

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

City Clerk File No. Res. 09-829
Agenda No. 10.Q
Approved: OCT 14 2009
TITLE:



RESOLUTION AUTHORIZING (1) THE ACCEPTANCE OF A TRAINING AND EMPLOYMENT ASSISTANCE GRANT AND EXECUTION OF THE GRANT AGREEMENT AND (2) THE EXECUTION OF AN EXTRAORDINARY UNSPECIFIABLE SERVICE AGREEMENT WITH THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM, INC. TO ADMINISTER THE GRANT

COUNCIL
of the following resolution:

offered and moved adoption

WHEREAS, pursuant to the Workforce Investment Act (WIA), Pub.L.105-220, federal funds are available to establish programs to prepare youth and adults who face serious barriers to employment, to receive core, intensive, job training and other services that will result in increased employment and earning; and

WHEREAS, the United States Department of Labor is providing supplemental allotments under the American Recovery and Reinvestment Act (ARRA) of 2009 to be spent on services and training and summer employment for youth; and

WHEREAS, these funds are to be used to assist residents of a Local Workforce Investment Area or dislocated workers from a business in a Local Workforce Investment Area; and

WHEREAS, in order to be eligible for grants under WIA, the Governor of New Jersey must designate a municipality as a Local Workforce Investment Area (LWIA) pursuant to Pub.L.105-220; and

WHEREAS, Jersey City was designated as a LWIA and receives grant funds based upon a federal formula which takes into account the demographic characteristics of the City; and

WHEREAS, Jersey City was awarded supplemental allotments for WIA Adult grant in the amount of \$389,004; a WIA Youth grant in the amount of \$849,807 and an WIA Dislocated Worker grant in the amount of \$504,905 for an aggregate amount of \$1,743,716; and

WHEREAS, as a condition of receiving the grant, Jersey City must prepare a Job Training Plan and identify the administrator of the grant funds, which the Plan must be approved by the New Jersey Department of Labor; and

WHEREAS, Jersey City may select a non-profit entity to administer and otherwise implement the City's Job Training Plan in accordance with Pub.L.105-220; and

WHEREAS, this agreement is exempt from competitive bidding in accordance with 29 USC 2841 (D) which allows the local WIB, in agreement with the Chief Elected Official of WIA, to designate and Administering Entity; and

WHEREAS, it has been determined to be in Jersey City's best interests to enter into an agreement with the Jersey City Employment & Training Program, Inc. (JCETP, Inc.) A non-profit 501(c)(3) entity, to administer the City's Job Training Plan; and

TITLE: **OCT 14 2009**

RESOLUTION AUTHORIZING (1) THE ACCEPTANCE OF A TRAINING AND EMPLOYMENT ASSISTANCE GRANT AND EXECUTION OF THE GRANT AGREEMENT AND (2) THE EXECUTION OF AN EXTRAORDINARY UNSPECIFIABLE SERVICE AGREEMENT WITH THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM, INC. TO ADMINISTER THE GRANT

WHEREAS, weekly or monthly reports and such other information and documentation shall be provided to the Jersey City Business Administrator by the JCETP; and

WHEREAS, the Mayor may designate the Director of the JCETP, Inc. To enforce and administer the this agreement on his behalf; and

WHEREAS, the term of the JCETP, Inc. agreement will be for the period of July 1, 2009 through June 30, 2010.

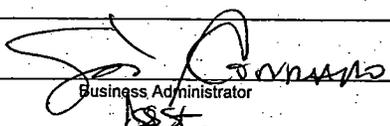
NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

- 1. The Mayor or Business Administrator is hereby authorized to execute:
 - A. A Job Training and Employment Assistance Grant with the New Jersey Department of Labor and Jersey City Employment and Training Program, Inc. to accept a Workforce Investment Act American Recovery and Reinvestment Act grant in the amount of \$1,743,716 for Program Year 2009; and
 - B. An agreement with the Jersey City Employment & Training Program, Inc. To administer the City's 2009 Workforce Investment Act grant.

A notice of this action shall be published in the newspaper of general circulation with the municipality within 10 days of the award.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: 
Business Administrator


Corporation Counsel

Certification Required

Not Required

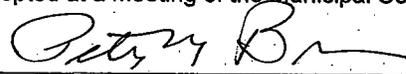
APPROVED: 8-0

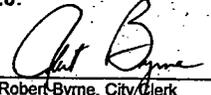
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Peter M. Brennan, President of Council


Robert Byrne, City Clerk

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

City Clerk File No. Res. 09-830
Agenda No. 10.R
Approved: OCT 14 2009
TITLE:



RESOLUTION AUTHORIZING (1) THE ACCEPTANCE OF A TRAINING AND EMPLOYMENT ASSISTANCE GRANT AND EXECUTION OF THE GRANT AGREEMENT AND (2) THE EXECUTION OF AN EXTRAORDINARY UNSPECIFIABLE SERVICE AGREEMENT WITH THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM, INC. TO ADMINISTER THE GRANT

COUNCIL
of the following resolution:

offered and moved adoption

WHEREAS, pursuant to the Workforce Investment Act (WIA), Pub.L.105-220, federal funds are available to establish programs to prepare youth and adults who face serious barriers to employment, to receive core, intensive, job training and other services that will result in increased employment and earning; and

WHEREAS, these funds are to be used to assist residents of a Local Workforce Investment Area or dislocated workers from a business in a Local Workforce Investment Area; and

WHEREAS, in order to be eligible for grants under WIA, the Governor of New Jersey must designate a municipality as a Local Workforce Investment Area (LWIA) pursuant to Pub.L.105-220; and

WHEREAS, Jersey City was designated as a LWIA and receives grant funds based upon a federal formula which takes into account the demographic characteristics of the City; and

WHEREAS, Jersey City was awarded a WIA Adult grant for Program Year 2009 in the amount of \$889,118; a WIA Youth grant for \$887,488 and a WIA Dislocated Workers grant for \$483,011 for an aggregate amount of \$2,259,617; and

WHEREAS, Jersey City was also awarded a Literacy grant in the amount of \$173,627 for State Fiscal Year 2010 under the Workforce Learning Link; and

WHEREAS, Jersey City was also awarded a third grant for State Fiscal Year 2010 for TANF in the amount of \$1,327,276 and for GA in the amount of 346,636 for an aggregate amount of \$1,673,912; and

WHEREAS, Jersey City has been awarded a combined amount of \$4,107,156 under this resolution; and

WHEREAS, as a condition of receiving the grant, Jersey City must prepare a Job Training Plan and identify the administrator of the grant funds, which the Plan must be approved by the New Jersey Department of Labor; and

WHEREAS, Jersey City may select a non-profit entity to administer and otherwise implement the City's Job Training Plan in accordance with Pub.L.105-220; and

WHEREAS, this agreement is exempt from competitive bidding in accordance with 29 USC 2841 (D) which allows the local WIB, in agreement with the Chief Elected Official of WIA,

TITLE: **OCT 14 2009**

RESOLUTION AUTHORIZING (1) THE ACCEPTANCE OF A TRAINING AND EMPLOYMENT ASSISTANCE GRANT AND EXECUTION OF THE GRANT AGREEMENT AND (2) THE EXECUTION OF AN EXTRAORDINARY UNSPECIFIABLE SERVICE AGREEMENT WITH THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM, INC. TO ADMINISTER THE GRANT

to designate and Administering Entity; and

WHEREAS, it has been determined to be in Jersey City's best interests to enter into an agreement with the Jersey City Employment & Training Program, Inc. (JCETP, Inc.) A non-profit 501(c)(3) entity, to administer the City's Job Training Plan; and

WHEREAS, weekly or monthly reports and such other information and documentation shall be provided to the Jersey City Business Administrator by the JCETP; and

WHEREAS, the Mayor may designate the Director of the JCETP, Inc. To enforce and administer the this agreement on his behalf; and

WHEREAS, the term of the JCETP, Inc. agreement will be for the period of July 1, 2009 through June 30, 2010.

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

1. The Mayor or Business Administrator is hereby authorized to execute:
 - A. A Job Training and Employment Assistance Grant with the New Jersey Department of Labor and Jersey City Employment and Training Program, Inc. to accept a Workforce Investment Act grants in the aggregate amount of \$4,107,156 for Program Year 2009 and State Fiscal Year 2010; and
 - B. An agreement with the Jersey City Employment & Training Program, Inc. To administer the City's 2009 Workforce Investment Act grant.

A notice of this action shall be published in the newspaper of general circulation with the

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

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required

Not Required

APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
 Peter M. Brennan, President of Council

[Signature]
 Robert Byrne, City Clerk

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:

Jeanne 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@icnj.org

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Cont)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

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

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

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

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

Representative's Name/Title (Print):
KEITH DAVIS, EXECUTIVE DIRECTOR
Representative's Signature: *Keith Davis*
Name of Company: JERSEY CITY EMPLOYMENT & TRAINING PROGRAM, INC.
Tel. No.: 201-793-6100 Date: 6/12/09



June 12, 2009

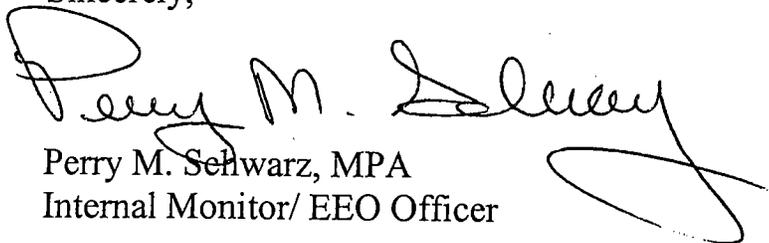
City of Jersey City
280 Grove Street
Jersey City, NJ 07302

To Whom It May Concern:

Our records compliance review of your establishment's equal opportunity policies and practices was completed on March 2009.

We found no apparent deficiencies or violations of Executive Order 11266, as amended, Section 503 of the Rehabilitation Act of 1973 or 38 USC 2012 (The Vietnam Era Victorians Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

Sincerely,


Perry M. Schwarz, MPA
Internal Monitor/ EEO Officer

Vendor Company Name			Vendor Number	Vendor Phone #	Check Date	Check No.
THE TREASURER, STATE OF NEW JERSEY			86709		10/08/2009	5044
Invoice Number	Inv. Date	Reference	Invoice Amount	Total Paid	Discount/Adj	Payment Amount
10123	10/08/2009		150.00	150.00	0.00	150.00
TOTAL			150.00	150.00	0.00	150.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

JERSEY CITY EMPLOYMENT & TRAINING PROGRAM, INC.
 895 BERGEN AVE., 2ND FLOOR
 JERSEY CITY, NJ 07306

NO. 5044

THE PROVIDENT BANK CHECK PROCESSING CENTER
 830 BERGEN AVENUE JERSEY CITY, NJ 07306

55-7230/2212

AY

10/08/2009

\$150.00

DATE

AMOUNT

Sum of One Hundred Fifty and 00/100 Dollars

ORDER

THE TREASURER, STATE OF NEW JERSEY
 P.O. BOX 206
 TRENTON, NJ 08625-0206

[Handwritten Signature]
[Handwritten Signature]

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈005044⑈ ⑆221272303⑆ 6012001780⑈

JERSEY CITY EMPLOYMENT & TRAINING PROGRAM, INC.
 895 BERGEN AVE., 2ND FLOOR, JERSEY CITY, NJ 07306

5044

Vendor Company Name			Vendor Number	Vendor Phone #	Check Date	Check No.
THE TREASURER, STATE OF NEW JERSEY			86709		10/08/2009	5044
Invoice Number	Inv. Date	Reference	Invoice Amount	Total Paid	Discount/Adj	Payment Amount
10123	10/08/2009		150.00	150.00	0.00	150.00
TOTAL			150.00	150.00	0.00	150.00

SFMS01397-1

TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 973-313-0133

HLCYL0010000 L99SF054844

SAFEGUARD

Details on back. Security Features included

STATE OF NEW JERSEY
Division of Public Contracts Equal Employment Opportunity Compliance

EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN.
FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE 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.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 22-260-2714	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 33
4. COMPANY NAME Jersey City Employment and Training Program, Inc.		
5. STREET 895 Bergen Ave. 2nd Floor	CITY Jersey City	COUNTY Hudson
	STATE NJ	ZIP CODE 07306
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) NONE		
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 1		
10. PUBLIC AGENCY AWARDED CONTRACT		

Official Use Only	DATE RECEIVED	INAUG DATE	ASSIGNED CERTIFICATION NUMBER

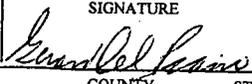
SECTION B - EMPLOYMENT DATA

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

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols.2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE*****					***** FEMALE*****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/ Managers	7	4	3	1	1				2	1	2			
Professionals	13	3	10	4						3	6			
Technicians														
Sales Workers														
Office & Clerical	4		4							4				
Craftworkers (Skilled)														
Operatives (Semi-skilled)	4		4								4			
Laborers (Unskilled)														
Service Workers	1	1			1									
TOTAL														
Total employment From previous Report (if any)	29	8	21	5	2				2	8	12			
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													
	4													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input 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: 6/03/09 To: 6/09/09		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) GERARD DEL PIANO	SIGNATURE 	TITLE CHIEF FINANCIAL OFFICER	DATE MO DAY YEAR 06 15 2009
17. ADDRESS NO. & STREET 895 BERGEN AVE.	CITY JERSEY CITY	COUNTY HUDSON	STATE NJ
	ZIP CODE 07306	PHONE (AREA CODE, NO., EXTENSION) 201 - 793 - 6100	

I certify that the information on this Form is true and correct.

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

The contractor and the director of JCETP (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 USC 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: Keith Davis, Executive Director
Representative's Signature: *Keith Davis*
Name of Company: Jersey City Employment & Training Program, Inc.
Tel. No.: (201) 793-6100 Date: 6/12/09

**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 : Jersey City Employment & Training Program, Inc.
Address : 895 Bergen Avenue 2nd Fl., Jersey City, NJ 07306
Telephone No. : (201) 793-6100
Contact Name : Keith Davis, Executive Director

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

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

Non Construction Contracts

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

"New Jersey Business Registration Requirements"

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered in 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 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 if 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 or not properly provided under a contract with a contracting agency."

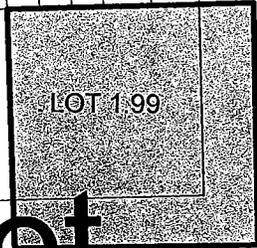
Culver Avenue

Mallory Avenue

1296

1295

Fisk Street



1291

1287-A

Route 440-Culver Fisk Street Extension Study Area Boundary Map

Legend



October 6, 2009

1 inch = 100 feet



30 Montgomery Street Suite 1400
Jersey City, NJ 07310-3821
Phone: 201.547.5010
Fax: 201.547.4323

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

City Clerk File No. Res. 09-833
 Agenda No. 10.U
 Approved: OCT 14 2009
 TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE THAT WAS RECORDED IN ERROR AFFECTING 121 ARLINGTON AVENUE A/K/A BLOCK 201, LOT 21.A

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on May 22, 2006, Herron Jefferson (Borrower) executed a mortgage for a grant in the amount of \$15,000 with the Jersey City Division of Community Development (Division) under the HORP Program for the purpose of making home improvements to his residence located at 121 Arlington Avenue, Jersey City, also known as Lot 21.A in Block 201 (Property); and

WHEREAS, the Division recorded the mortgage on June 22, 2006 with the Hudson County Register's Office in Mortgage Book 14531 at page 00110; and

WHEREAS, on January 25, 2008, a second mortgage was executed in favor of the City of Jersey City (City) to secure the City's loan to the Borrower in the amount of \$24,900 made under the HORP Program; and

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

WHEREAS, the Division subsequently recorded the January 25, 2008 mortgage on February 25, 2008 with the Hudson County Register's Office in Mortgage Book 16668 at page 00108; and

WHEREAS, the Division is now requesting that the City discharge the mortgage dated May 22, 2006 affecting the Property because the mortgage was prematurely recorded in error; and

WHEREAS, the May 22, 2006 loan to the Borrower never closed and the mortgage should not remain on the Property; and

WHEREAS, the City's mortgage dated January 25, 2008 will remain on the Property; and

WHEREAS, the City is obligated to execute a Discharge of Mortgage to remove the mortgage that was executed and recorded in error from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of the Mortgage of Herron Jefferson dated May 22, 2006 in the sum of \$15,000 that was recorded in error affecting 121 Arlington Avenue, Jersey City, also known as Lot 21.A in Block 201.

IW/mw
10-1-09
 APPROVED: [Signature]
 APPROVED: [Signature]
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

No 2009109

Certification Required
 Not Required **APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ Indicates Vote
 N.V.-Not Voting (Abstain)
 Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.
[Signature] Peter M. Brennan, President of Council
[Signature] Robert Byrne, City Clerk

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

City Clerk File No. Res. 09-834

Agenda No. 10.V

Approved: OCT 14 2009

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE THAT WAS RECORDED IN ERROR AFFECTING 17 ROMAINE AVENUE A/K/A BLOCK 1843, LOT 25

COUNCIL
resolution:

offered and moved adoption of the following

WHEREAS, on February 5, 2008, Mohammad Tahir (Borrower) executed a mortgage for a grant in the amount of \$24,900 with the Jersey City Division of Community Development (Division) under the HORM Program for the purpose of making home improvements to his residence located at 17 Romaine Avenue, Jersey City, also known as Lot 25 in Block 1843 (Property); and

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

WHEREAS, the Division recorded the mortgage on February 25, 2008 with the Hudson County Register's Office in Mortgage Book 16667 at page 00345; and

WHEREAS, on March 13, 2008, a duplicate mortgage was executed in favor of the City of Jersey City (City) to secure the City's loan to the Borrower in the amount of \$24,900 made under the HORM Program; and

WHEREAS, the Division subsequently recorded the duplicate mortgage in error on March 19, 2008 with the Hudson County Register's Office in Mortgage Book 16738 at page 00323; and

WHEREAS, the Division is now requesting that the City discharge the duplicated mortgage dated March 13, 2008, affecting the Property that was executed and recorded in error; and

WHEREAS, the City's mortgage dated February 5, 2008 will remain on the Property; and

WHEREAS, the City is obligated to execute a Discharge of Mortgage to remove the duplicate mortgage that was executed and recorded in error from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of the Mortgage of Mohammad Tahir dated March 13, 2008 in the sum of \$24,900 that was executed and recorded in error affecting 17 Romaine Avenue, Jersey City, also known as Lot 25 in Block 1843.

IW/mw
10-5-09

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

2009110

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA,	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

OCT 14 2009

TITLE: RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JOGI CONSTRUCTION, INC., FOR THE HOBOKEN AVENUE RETAINING WALL REPAIR, PROJECT NO.08-017, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION.

Project Funding Summary

FY2009 Capital Bond			
Account No. 04-215-55-859-990	P.O. # <u>98109</u>	Base Bid	\$ 141,605.00
Account No. 04-215-55-859-990	P.O. # <u>98200</u>	20 % Contingency	\$ 28,321.00
TOTAL ENCUMBRANCE			\$ 169,926.00

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the said bid of the aforementioned Jogi Construction, Inc., be accepted and that a contract be awarded to said company in the above amount and the City purchasing Agent is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to attest that the contract has complied with the construction plans and specifications in all respects, and the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

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

G.A.
10/7/09

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

I *Donna Mauer* (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

Project Funding Summary

FY2009 Capital Bond			
Account No. 04-215-55-859-990	P.O. # <u>98109</u>	Base Bid	\$141,605.00
Account No. 04-215-55-859-990	P.O. # <u>98200</u>	20% Contingency	\$ 28,321.00
TOTAL ENCUMBRANCE			\$ 169,926.00

APPROVED: *William R. Goble*

APPROVED AS TO LEGAL FORM

APPROVED: *Janet Romano*
Business Administrator

Rayl Reddy
Asst. Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

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

City Clerk File No. Res. 09-835

Agenda No. 10.4

Approved: OCT 14 2009

TITLE: **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JOGI CONSTRUCTION, INC., FOR THE HOBOKEN AVENUE RETAINING WALL REPAIR, PROJECT NO.08-017, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION.**



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

WHEREAS, the City Purchasing Agent acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. has publicly advertised for bids for the Hoboken Avenue Wall Repair, Project No. 08-017 for the Department of Administration, Division of Engineering, Traffic and Transportation pursuant to construction plans and specifications and bids thereon; and

WHEREAS, pursuant to public advertisement, the City of Jersey City has received 11 bids, the lowest being that of Jogi Construction, Inc., 29 Wood Avenue, Edison, New Jersey 08820 in the total base bid amount of One Hundred Forty One Thousand, Six Hundred and Five and Zero Cents (\$141,605.00) and

BIDDERS

TOTAL BID AMOUNT

1.	Jogi Construction Inc. Edison, NJ 08820	\$ 141,605.00
2.	Triangle Concrete Hewitt, NJ 07421	\$ 141,777.00
3.	Let It Grow Inc. River Edge, NJ 07661	\$ 143,175.00
4.	Tec-Con Contractors East Orange, NJ 07017	\$ 150,196.00
5.	H & G Contractors Ridgewood, NJ 07450	\$ 178,054.50
6.	J.A. Alexander Bloomfield, NJ 07003	\$ 185,079.00
7.	Zenith Construction East Newark, NJ 07029	\$ 198,160.00
8.	Sparwick Contracting Lafayette, NJ 07848	\$ 216,167.00
9.	Nagi Construction Millburn, NJ 07041	\$ 224,195.00
10.	Green Construction South River, NJ 08882	\$ 229,796.00
11.	Montana Construction Lodi, NJ 07644	\$ 299,200.00

RR.
10-7-09

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

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

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

City Clerk File No. Res. 09-836

Agenda No. 10.X

Approved: OCT 14 2009

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A PROGRAM CONTRACT UNDER THE FY 2010 COST SHARING PROGRAM WITH THE AMERICAN RED CROSS OF NORTHERN NJ

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City), Department of Health and Human Services, Director's Office, has been designated as the office responsible for administering the City's Cost Sharing Program; and

WHEREAS, the City desires to continue in sharing the cost of emergency services benefitting displaced persons; and

WHEREAS, the American Red Cross of Northern NJ is the direct recipient of federal funds for these services; and

WHEREAS, the City is authorized to enter into an agreement with the American Red Cross of Northern NJ pursuant to N.J.S.A. 40A:11-5(2); and

WHEREAS, the City agrees to provide funds for these services in the amount of \$58,000.00; and

WHEREAS, funds in the amount of ten thousand dollars (\$10,000.00) are available in the temporary budget account No. 01-201-27-330-314; and

WHEREAS, services will be provided by the American Red Cross of Northern NJ during the period of July 1, 2009 through June 30, 2010.

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

- 1) The City of Jersey City is hereby authorized to enter into a contract with the American Red Cross of Northern NJ under the Cost Sharing Program.
- 2) The Mayor or Business Administrator is authorized to execute the program services contract under the Cost Sharing Program with the American Red Cross of Northern NJ and take all steps necessary to effectuate the purposes of this resolution.
- 3) The term of the contract shall be one year effective as of July 1, 2009 and the total amount of the contract with the American Red Cross of Northern NJ shall not exceed the sum of \$58,000.00.

R.R.
10-7-09

Agenda No. Res. 09-836

Approved 10.X

TITLE: **OCT 1 4 2009**

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A PROGRAM CONTRACT UNDER THE FY 2010 COST SHARING PROGRAM WITH THE AMERICAN RED CROSS OF NORTHERN NJ

- 4) Pursuant to N.J.A.C. 5:30:5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2010 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2010 fiscal year permanent budget.
- 5) This contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.

J.A.
9/23/09

I, *Donna Mauer*, Donna Mauer, Chief Financial Officer, hereby certify that there are sufficient funds available in the amount of \$10,000.00 in Account No. 01-201-27-330-314, PO# 98097

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

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contract

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
Email Address: abuanJ@jcnj.org

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Goods faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont.)

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee information report
- Employee information Report Form AA302

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

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

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

The undersigned vendor further agrees to furnish 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): Ray B. Shepherd, CEO
Representative's Signature: Ray B. Shepherd
Name of Company: American Red Cross
of Northern New Jersey
Tel. No.: (973) 797-3300 Date: 7/27/09

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

The contractor and the American Red Cross of Northern NJ, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: Ray B. Sheplard, CEO
Representative's Signature: [Signature]
Name of Company: American Red Cross of Northern NJ
Tel. No.: (973) 797-3300 Date: 7/27/09

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-JAN-2005 to 15-JAN-2012

AMERICAN RED CROSS OF NORTHERN NEW JERSEY
209 FAIRFIELD ROAD
FAIRFIELD NJ 07004



State Treasurer

Enclosed is your Certificate of Employee Information Report (hereinafter referred to as the "State Certificate" and issued in accordance with the Employee Information Report (AA-302) form completed by a representative of your firm. Copies of this certificate should be distributed to all facilities of your company or firm using the same federal identification number and company name and who engage in bidding on public contracts in New Jersey. The original certificate should be retained by you for the duration of its effectiveness.

On future successful bids, you must present a photocopy of this certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and service or professional service contract. Failure to do so within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, this Division will forward a renewal notification. Upon receipt of a properly completed renewal application, the renewal certificate will be issued. In addition, representatives of this Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment status of your organization. Moreover, this Division may provide your organization with technical assistance, as required. Please be sure to notify this Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s)
(AA-01 Rev. 4/08)

**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: American Red Cross of Northern NJ

Address: 209 Fairfield Road, Fairfield, NJ 07004

Telephone No.: (973) 797-3300

Contact Name: Ray B. Shepherd, CED

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned Business (WBE)

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

**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: American Red Cross of Northern NJ

Address: 209 Fairfield Road, Fairfield, NJ 07004

Telephone No.: (973) 797-3300

Contact Name: Ray B. Shepherd, CEO

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned Business (WBE)

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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

Non Construction Contracts

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

“New Jersey Business Registration Requirements”

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.”

Account # 01-201-27-330-314

Resolution #

Date:

CITY OF JERSEY CITY

**DEPARTMENT OF HEALTH AND HUMAN
SERVICES**

COST SHARING

SUBGRANTEE AGREEMENT

PROGRAM TITLE: Emergency Services Program

SOURCE OF FUNDS: Cost Sharing

PERIOD: July 1, 2009 – June 30, 2010

GRANTEE: American Red Cross of Northern NJ

ACCOUNT NO.: 01-201-27-330-314

FUNDING LEVEL: \$58,000

GRANT AGREEMENT

This Agreement entered into this ____ day of _____, 2009, by and between the City of Jersey City, hereinafter the "City" with offices at 280 Grove Street, Jersey City, New Jersey 07302, and the AMERICAN RED CROSS OF NORTHERN NJ, hereinafter the "Grantee" with offices at 209 Fairfield Avenue, Fairfield, NJ 07004.

WITNESSETH THAT:

WHEREAS, the Municipal Council of the City of Jersey City has duly designated the Department of Health and Human Services, Director's Office, as the office to monitor the administration of Cost Sharing Programs; and

WHEREAS, the American Red Cross of Northern NJ is desirous of entering into an Agreement with the City to perform all activities necessary to carry out and complete the following project for which a full description and budget is attached:

NOW, THEREFORE, THE CITY AND GRANTEE DO MUTALLY AGREE AS FOLLOWS:

1. **TERM OF AGREEMENT**

This Agreement shall be effective as of July 1, 2009 and terminate no later than June 30, 2010.

2. **WORK TO BE PERFORMED**

The Sub-grantee shall in a satisfactory manner as determined by the City perform those activities outlined in the attached project description.

3. **COMPLIANCE WITH APPROVED PROGRAM**

All activities authorized by this Agreement will be performed in accordance with the approved work program, the approved budget, the Contract conditions and special conditions and all relevant directives as required by the City.

4. **COMMUNICATIONS**

The Grantee shall direct all communications concerning this Sub-grantee Agreement to: Elizabeth Castillo at the Department of Health & Human Services, Director's Office, located at 201 Cornelison Avenue, Jersey City, New Jersey 07304.

The Sub-grantee has designated the following individual as Community Development Liaison, and all communication concerning this Sub-grantee Agreement will be directed to:

Name

Mailing Address

Telephone Number

5. REPORTS, RECORDS AND EVALUATIONS

- a) The City shall evaluate and provide guidance to the Grantee in the conduct of activities specified in its scope of services. The Grantee agrees to submit to the City, in a timely manner, such reports may be required by the City, including the following:

A quarterly project progress report shall be submitted to the City starting from the date of this Agreement through project completion. The report shall include current status of all required activities.

- b) The Grantee agrees to provide the City with a property inventory and cooperate with City in maintenance of current property inventory.
- c) The City may send a representative to evaluate the performance of the Grantee under this Agreement at any time. The Grantee agrees to cooperate with any and all evaluations and to provide the City with any information, reports and data required.

6. ESTABLISHMENT AND MAINTENANCE OF RECORDS

Records shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by this Agreement. Such records shall be maintained for a period of five (5) years after receipt of final payment under this Agreement. Such records shall include but are not limited to Agreements with contractors, homeowners, landlords, professional consultants; documentation of benefit to low-moderate income families or individuals if the project includes housing rehabilitation or creation or employment; minority participation in housing or employment projects; financial records.

7. **ACCESS TO RECORDS**

The Grantee agrees to allow the inspection of books and records by persons designated by the City as agents of the municipal or federal government for the purpose of audit, evaluation or investigation in conjunction with the implementation of the project.

8. **ADMINISTRATIVE REQUIREMENTS/STANDARDS**

All purchases and contracts entered into by the Grantee must adhere to the procurement standards stipulated in the Community Development Block Grant Regulations Section 570.502 (see attached) and applicable Urban Development Action Grant "Repaid Funds" Regulations A-87, or A-122 as appropriate and 24 CFR Part 85.

9. **DISBURSEMENTS**

- a) The Grantee shall disburse funds awarded under this grant in the same manner it disburses its other revenues except that the City may require changes in the disbursements of funds contracted for in order to conform to applicable and/or federal laws and/or regulations.
- b) The Grantee shall submit fiscal reports as required by the City. The format shall be determined by the City.
- c) The funds contracted for shall be audited at the same time as the audit for other funds of the Grantee. The portion pertaining to the funds covered by this Agreement shall be forwarded to the City as well as any segments of the audit pertaining to the fiscal system.
- d) The City shall have the right to conduct its own audit at any time.

10. **AUDITS**

- a) The Single Audit Act Amendment of 1996 requires a single audit, or program-specific audit, if the sub-grantee receives at least \$500,000 in Federal awards during their fiscal year, beginning after June 30, 1996.

Sub-grantees that receive at least \$25,000 in awards from the City from any grant source, CSBG, CDBG, ESG, HOPWA, other State, Federal or City grant (Cost-Sharing), are required to provide an audited financial statement and a management letter concerning internal control and compliance. This financial information must be submitted to the Department of Health and Human Services, Director's Office, within six (6) months of the end of their fiscal year.

If the required report is not submitted to the Department of Health & Human Services, Director's Office, within the specified time period, the Department of Health and Human Services will make one (1) written request to the sub-grantee. If the report is not received within thirty (30) days of the letter, the Department of Health and Human Services will not process any further requests for payment until the report is received and deemed satisfactory (see Attachment B, 5A)

11. PERSONNEL

The Grantee shall have the right to hire its own staff provided it is in conformity with the operation of the program and applicable laws prohibiting discrimination including municipal anti-apartheid and affirmative action laws.

12. DISPLACEMENT

Any person displaced as a result of project activities shall be entitled to the benefits as provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Costs of relocation benefits must be included in the project budget.

13. COMPLIANCE WITH FEDERAL AND LOCAL LAWS

The Grantee shall comply with all applicable laws, ordinances and codes of the federal and local governments.

14. COVENANT AGAINST CONTINGENT FEES

The Grantee warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon the contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the City shall have the right to annul this Agreement without liability, or at its discretion to seek such other remedies as legally may be available.

15. CHANGES

The Agency may from time to time request changes in the Scope of Services of the Grantee to be performed hereunder. Such changes including any increase or decrease in the amount of funds available to the Grantee will be contained in written amendments to this Agreement. A modification to any section of this Agreement will not as to modify the total Agreement.

16. TERMINATION

Either party shall have the right terminate this Amendment at its convenience providing that notice of termination is given in writing at least ninety (90) days prior to the effective date of proposed termination.

- a) The City, may be giving reasonable written notice specifying the effective date, terminate this Agreement in whole or in part for cause, which shall include:
 - 1) Failure, for any reason, of the Grantee to fulfill in a timely and proper manner its obligation, under this Agreement, including compliance with the approved program, and any other requirements contained in this Agreement.
 - 2) Submission by the Grantee to the City reports that are incorrect or incomplete in any material respect.
 - 3) If the Grantee is unable or unwilling to comply with such additional conditions as may lawfully be applied by the City with regard to this grant, the Grantee shall terminate the Contract by giving reasonable written notice to the City, signifying the effective date thereof. In such event, the City may require the Grantee to ensure that adequate arrangements have been made for the transfer of delegated activities to another organization or to the City.
- b) The Grantee shall relinquish to the City possession and control of any and all personal property and equipment purchased by it for use in project activities performed under this Agreement at its termination. In addition, all finished or unfinished documents, data, studies and reports purchased or prepared by the Grantee under this Agreement shall be disposed of according to HUD and agency activities.

- c) Notwithstanding the above, the Grantee shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Grantee and the City may withhold any reimbursement to the Grantee for the purpose of set-off until such time as the exact amount of damages due the City from the Grantee is agreed upon or otherwise determined.

17. EXPENDITURES

- a) The Grantee may incur costs only during the period set forth in paragraph one of this Agreement. Expenditures made before or after these dates shall be disallowed. Funds obligated but not disbursed at the end of the Agreement period shall be liquidated within thirty (30) days. After the close of the Agreement period, any unexpended fund balance remaining shall become the property of the City subject to the stipulations of any Agreements which the City has executed with regard to the funds.
- b) No Contract funds shall be expended except as identified in the Agreement.

18. DOCUMENTATION OF COSTS

All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and propriety of the changes. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. It is expressly understood by the parties to this Agreement that the City will not be responsible for any expenses incurred in the implementation of the aforementioned program which are in excess of funds approved by the City and contained in the attached budget.

19. CITY POLICY

The Grantee hereby agrees to abide by all existing and future City policies regulating projects implementation and operation.

20. METHOD OF PAYMENT

The City shall make payments under this Agreement upon submission of a properly executed voucher and/or purchase requisition together with such other documentation as may be required.

21. **TRAVEL EXPENSES**

The Grantee shall not charge expenses for travel in excess of the allowable budget amount stipulated by the City. Payment for project related travel expenses will be on a reimbursement basis for actual costs.

22. **CONFLICT OF INTEREST**

No officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out the project, or any other person who exercises any functions or responsibilities in connection with the project, shall have any personal financial interest, direct or indirect, in this Agreement; and the City and all Grantees shall take appropriate steps to assure compliance.

23. **PROGRAM INCOME**

All income generated by the program shall be recorded in the Grantee's financial records and included in any audit or report on the project's future. Program income may at the discretion of the City, be retained by the Grantee and used only for project activities included in this Agreement. Prior to expenditure of program income the Grantee must notify, in writing, the City of the source, amount and proposed use of the use funds. The proposed use of program income must be approved by the City.

24. **DISCRIMINATION IN EMPLOYMENT PROHIBITED**

The Grantee will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of race, creed, color, or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race creed, color or national origin. This requirement shall apply to 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. In the event that the Grantee signs any contract which would be covered by Executive Order 10925 (March 6, 1961) or Executive Order 11114 (June 22, 1993) the contractor shall include the equal-employment clause specified in Section 310 of Executive Order 10925, as amended.

25. DISCRIMINATION PROHIBITED

No person in the United States shall, on the grounds of race, creed, color or national origin, be excluded from participation in, be denied in the proceeds of or be subject to discrimination in the performance of this Contract. The Contract shall comply with the regulations that may be promulgated by HUD or pursuant to the Civil Rights Act of 1064 (45 CFR Part 1010).

26. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services contributed by the Agency or contractor under this Agreement shall be used in performance of any partisan political activity, or to further the election or defeat of any candidate for public office.

27. LOBBYING PROHIBITED

None of the funds provided under this Agreement shall be used for publicity or propaganda purpose designed to support or defeat legislation pending before the Congress.

28. FAIR HOUSING

The Grantee shall comply with Public Law 90-284 (Title VIII of the Civil Rights Act of 1968), known as the Fair Housing Act, which prohibits discrimination in the sale or rental of housing. The Grantee shall require compliance with this law in all third party agreements relating to the rental or sale of housing.

IN WITNESS WHEREOF, the City of Jersey City and the Grantee have executed this Agreement as of July 1, 2009.

Harry Melendez, Director
Department of Health & Human
Services

BRIAN O'REILLY
Business Administrator

ATTEST:

Grantee

ROBERT BYRNE
City Clerk

Name
Title

CITY OF JERSEY CITY

Requisition #

0146926

Assigned PO #

Requisition

Vendor
AMERICAN RED CROSS OF
NORTHERN NJ
209 FAIRFIELD AVE
FAIRFIELD NJ 07004
AM025570

Dept. Bill To
HEALTH & HUMAN SERVICES
201 CORNELISON AVE
JERSEY CITY NJ 07304

Dept. Ship To

Contact Info
ELIZABETH CASTILLO
2015475945

Quantity	UOM	Description	Account	Unit Price	Total
1.00	SVC	OPERATIONAL SERVICES	0120127330314	10,000.00	10,000.00

THIS PURCHASE ORDER IS ISSUED FOR ENCUMBRANCE PURPOSE ONLY TO ESTABLISH FUNDING FOR AMERICAN RED CROSS FOR THE PURPOSE OF COVERING THEIR OPERATIONAL SERVICES FOR THE PERIOD OF 7/01/2009 THRU 6/30/2010.

AS PER ATTACHED RESOLUTION

TEMPORARY ENCUMBRANCE: \$10,000.00
ESTIMATED CONTRACT AMOUNT: \$58,000.00

PAYMENTS WILL BE MADE FROM TIME TO TIME ON PARTIAL PAYMENT VOUCHERS

RECEIVED
Office of Equal Opportunity/
Affirmative Action
2009 SEP 12 2 31 PM '09

Requisition Total 10,000.00

Req. Date: 08/12/2009

Requested By: ROSAJ

Approved By: _____

Buyer Id:

This Is Not A Purchase Order

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

City Clerk File No. Res. 09-837

Agenda No. 10.Y

Approved: OCT 14 2009

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DELL MARKETING L.P. FOR E MAIL TRAINING FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need to need for E-Mail Training for the Department of Information Technology; and

WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-12 allowing municipalities to use state contract without public bidding; and

WHEREAS, Dell Marketing L.P., ASAP Software Express P.O. Box 643561, Pittsburgh, Pa. 15284 being in possession of State Contract A70256, will Furnish E-Mail Training to the Department of Information Technology in the total amount of Thirty Six Thousand (\$36,000.00) Dollars; and

WHEREAS, the Acting City Purchasing Director has certified that he considers said quotation to be fair and reasonable; and

WHEREAS, this amount is available in the present budget for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

Administration/Information Technology

Acct. No. 04-215-55-871-990

P.O. No. 98072

Amount \$ 36,000.00

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned Dell Marketing LP, be accepted and that a contract be awarded to said company in the above amount and the Acting City Purchasing Director is directed to have such a contract drawn up and executed; and be it further

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

(Continued on page 2)

Agenda No. Res. 09-837

Approved 10.Y

TITLE: OCT 14 2009

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DELL MARKETING L.P. FOR E-MAIL TRAINING FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING

J.A.
10/14/09 **RESOLVED**, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq. and be it further

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

I, *Donna Mauer* Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the Account No. 04-215-55-871-990

Administration Department/Information Technology

Acct. No. 04-215-55-871-990 P.O. No. 98072 Amount \$ 36,000.00

Peter Folgado, Acting Purchasing Director

APPROVED: *Jo P...*

APPROVED AS TO LEGAL FORM

APPROVED: *Jo P...*
Business Administrator

R.L. Reddy
Asst. Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ 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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: DELL MARKETING L P
Trade Name:
Address: 1 DELL WAY
ROUND ROCK, TX 78682
Certificate Number: 0095191
Effective Date: February 27, 1992
Date of Issuance: September 22, 2009

For Office Use Only:
20090922154735880

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and on file** at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

**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 *Dell Marketing, L.P.* has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (TBD) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <See Below> as deemed pursuant to N.J.S.A. 19:44A-3 and r.

Mariano Ve a, r. Election Fund Friends of
Peter Brennan Election Fund Comm
Elect Willie Flood Friends of Michael
Sottolano
Friends of Phil Kenny
Friends of Nidia R. Lo ez

Gau han Election Fund
Fulo 2009 Inc.
Friends of Viola Richardson for Ward F

Healy for Mayor 2009

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

**DELL IS A PUBLICALLY TRADED COMPANY AND AS SUCH
OWNERSHIP FLUCTUATES BASED ON THE MARKET.**

Part 3 - Signature and Attestation:

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

Name of Business Entity: Dell Marketing, L.P.

Signed: [Signature] Title: Advisor-Contracts *

Print Name: Kevin Bromley Date: 09/11/09

*To the best of my knowledge and belief.

Subscribed and sworn before me this 11 day of
Sept, 2009

My Commission expires: 5-22-2010

Norma A. Morgan
(Affiant)

(print name & title of affiant) (Corporate Seal)



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

City Clerk File No. Res. 09-838

Agenda No. 10.Z

Approved: OCT 14 2009

TITLE:



RESOLUTION AUTHORIZING THE EXTENSION OF THE CONTRACT WITH ACADEMY EXPRESS, LLC. TO PROVIDE CHARTERED BUS SERVICES FOR VARIOUS TRIPS FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need to provide chartered bus services for the Department of Health & Human Services in connection with activities offered to senior citizens by the Division of Senior Citizens Affairs; and

WHEREAS, on May 28, 2008 the City of Jersey City (City) approved Resolution No. 08-385 awarding the sole bidder Academy Express, Inc. a contract in the amount of \$249,999.50 to provide chartered bus services for the Department of Health & Human Services in connection with activities offered to senior citizens by the Division of Senior Citizens Affairs for a period of Twelve (12) months; and

WHEREAS, the City in accordance with the bidding specifications desires to exercise its option of extending the contract for an additional Twelve (12) months effective July 1, 2009 thru June 30, 2010; and

WHEREAS, the funds in the amount of Fifteen Thousand dollars (\$15,000.00) are available in account no. 01-201-27-335-314; and

WHEREAS, the remaining contract funds of Two Hundred Thirty Four Thousand, Nine Hundred Ninety Nine Dollars and Fifty (\$234,999.50) Cents will be made available in the FY 2010 Temporary and Permanent Budgets; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of Jersey City that said extension of contract to Academy Bus Express, LLC. be approved and awarded to said company for an additional year in the amount above, and that such a contract be drawn up and executed; and be it further

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

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

J.A.
9/23/09

Agenda No. Res. 09-838

Approved 10.Z

TITLE: OCT 14 2009

RESOLUTION AUTHORIZING THE EXTENSION OF THE CONTRACT WITH ACADEMY EXPRESS, LLC. TO PROVIDE CHARTERED BUS SERVICES FOR VARIOUS TRIPS FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

RESOLVED, pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2010 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2010 fiscal year permanent budget.

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

I, Donna Mauer, Donna Mauer, Chief Financial Officer hereby certify that funds in the amount of \$15,000.00 are available for payment of this resolution in Account No. 01-201-27-335-314, PO# 98099. Department of Health & Human Services.

ec8/13/09

APPROVED: [Signature]
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
1st asst. Corporation Counsel

Certification Required
Not Required

APPROVED 8-0
10/14/09

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA,	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contract

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
Email Address: abuanJ@jcnj.org

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Goods faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont.)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee information report
Employee information Report Form AA302

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

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

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

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

Representative's Name/Title (Print): JOHN KIELY
DIRECTOR OF CHARTER SACS
Representative's Signature: *[Signature]*
Name of Company: ACADEMY EXPRESS LLC
Tel. No.: 201-420 7000 Date: 8/3/09

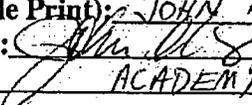
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print): JOHN KIELY - DIRECTOR OF CHARTER SALES
Representative's Signature: 
Name of Company: ACADEMY EXPRESS LLC
Tel. No.: 201-420-7000 Date: 8/3/09

Certification 30343

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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 2007 to 15 MAR 2010**

ACADEMY EXPRESS L L C
111 PATERSON AVENUE
HOBOKEN NJ 07030



Bradley A. Belen
State Treasurer

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: ACADEMY EXPRESS LLC

Address: 111 PATTERSON AVE. HOBOKEN NJ 07030

Telephone No.: 201-420-7000

Contact Name: JOHN KIELY - DIR. OF SALES

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned
Businesss (MWBE)

Woman Owned Business (WBE)

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY
MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: ACADEMY EXPRESS LLC

Address: 111 PATERSON AVE. HOBOKEN NJ 07030

Telephone No.: 201-422-7000

Contact Name: JOHN KIELY - DIR. OF CORPORATE SALES

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned
Businesss (MWBE)

Woman Owned Business (WBE)

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

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

Non Construction Contracts

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

“New Jersey Business Registration Requirements”

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.”



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ACADEMY EXPRESS, L.L.C.

Trade Name:

Address: 111 PATERSON AVENUE
HOBOKEN, NJ 07030

Certificate Number: 0770671

Date of Issuance: October 12, 2005

For Office Use Only:

20051012144024098

CITY OF JERSEY CITY

Requisition #
0146965

Assigned PO #

Vendor
 ACADEMY EXPRESS INC.
 P.O. BOX 1410
 111 PATERSON AVENUE
 HOBOKEN NJ 07030
 AC002511

Dept. Bill To
 SENIOR CITIZEN AFFAIRS
 201 CORNELSON AVE
 4TH FL RM 408
 JERSEY CITY NJ 07304

Dept. Ship To

Contact Info
 LARRY ECCLESTON
 2015475838

Quantity	UOM	Description	Account	Unit Price	Total
1.00	SVC	CHARTERED BUS SVCS.	0120127335314	15,000.00	15,000.00

THIS PURCHASE ORDER IS ISSUED FOR ENCUMBRANCE
 PURPOSE ONLY TO ESTABLISH FUNDING FOR CHARTERED
 BUS SERVICES FOR THE PERIOD OF 7/01/09 - 6/30/10.

AS PER ATTACHED RESOLUTION

TEMPORARY ENCUMBRANCE: \$15,000.00
 TOTAL CONTRACT AMOUNT: \$249,999.50

PAYMENTS WILL BE MADE FROM TIME TO TIME ON
 PARTIAL PAYMENT VOUCHERS.

RECEIVED
 Office of Equal Opportunity/
 Affirmative Action
 2009 SEP 21 AM 10:29

Requisition Total 15,000.00

Req. Date: 08/13/2009

Requested By: ROSAJ

Approved By: _____

Buyer Id:

This Is Not A Purchase Order

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

City Clerk File No. Res. 09-839

Agenda No. 10.Z.1

Approved: OCT 14 2009

TITLE:



RESOLUTION AUTHORIZING EXTENSION OF CONTRACT WITH WHITSONS FOOD SERVICE TO PROVIDE SENIOR HOME MEALS (MEALS ON WHEELS) FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need to provide Senior Home Meals (Meals on Wheels) for the Department of Health & Human Services; and

WHEREAS, on July 16, 2008 the City of Jersey City (City) approved Resolution No. 08-548 awarding the sole bidder Whitsons Food Service a contract in the amount of \$1,132,560.00 to provide Senior Home Meals for the Department of Health & Human Services for a period of Twelve (12) months effective July 1, 2008 thru June 30, 2009; and

WHEREAS, the City in accordance with the bidding specifications desires to exercise its option of extending the contract for an additional Twelve (12) months effective July 1, 2009 thru June 30, 2010; and

*B.R.
10-2-09*

WHEREAS, the funds in the amount of One Hundred Fifty Thousand dollars (\$150,000.00) are available in account no. 02-213-40-918-314; and

WHEREAS, the remaining contract funds of Nine Hundred Eighty Two Thousand, Five Hundred Sixty (\$982,560) Dollars will be made available in the FY 2010 Temporary and Permanent Budgets; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of Jersey City that said extension of contract to Whitsons Food Service be approved and awarded to said company in the amount above, and that such a contract be drawn up and executed; and be it further

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

*J.A.
9/23/09*

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

Agenda No. Res. 09-839

Approved 10.Z.1

TITLE: OCT 14 2009

RESOLUTION AUTHORIZING EXTENSION OF CONTRACT WITH WHITSONS FOOD SERVICE TO PROVIDE SENIOR HOME MEALS (MEALS ON WHEELS) FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES

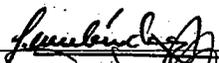
RESOLVED, pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2010 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2010 fiscal year permanent budget.

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

I hereby certify that funds in the amount of \$150,000.00 are available for payment of this resolution in Account No. 02-213-40-918-314, PO# 98098 Department of Health & Human Services.


Donna Mauer
Chief Financial Officer

cc8/13/09

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: 
Business Administrator


Act. Corporation Counsel

Certification Required

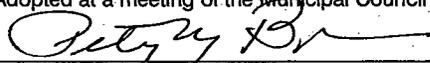
Not Required **APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ Indicates Vote.

N.V.-Not Voting (Abstain)

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


Peter M. Brennan, President of Council


Robert Byrne, City Clerk

Requisition #
0146953

Assigned PO #

Requisition

Vendor
 WHITSONS FOOD SERVICE
 1800 MOTOR PARKWAY
 ISLANDIA NY 11749

Dept. Bill To
 HEALTH & HUMAN SERVICES
 201 CORNELISON AVE
 JERSEY CITY NJ 07304

Dept. Ship To

WH591060

Contact Info
 LARRY ECCLESTON
 2015475838

Quantity	UOM	Description	Account	Unit Price	Total
1.00	SVC	SENIOR MEALS	0221340918314	150,000.00	150,000.00

THIS PURCHASE ORDER IS ISSUED FOR ENCUMBRANCE PURPOSES TO PROVIDE HOME DELIVERY MEAL FOR SENIORS FOR THE PERIOD OF 7/01/09 TO 6/30/10

AS PER ATTACHED RESOLUTION

TEMPORARY ENCUMBRANCE: \$150,000.00
 TOTAL CONTRACT AMOUNT: \$1,132,560.00

PAYMENTS WILL BE MADE FROM TIME TO TIME ON PARTIAL PAYMENT VOUCHERS.

RECEIVED
 Office of Equal Opportunity/
 Affirmative Action
 2009 SEP 21 AM 10:29

Requisition Total 150,000.00

Req. Date: 08/13/2009

Requested By: ROSAJ

Approved By: _____

Buyer Id:

This Is Not A Purchase Order

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contract

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
Email Address: abuanJ@jcnj.org

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Cont.)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee information report
Employee information Report Form AA302

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

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

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

The undersigned vendor further agrees to furnish 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): _____
BREUNNA K Schettl
Representative's Signature: BK
Name of Company: _____
Whitson's
Tel. No.: 631-730-1408 Date: 8/10/2009.

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print): Brenna Scheth
Representative's Signature: BRENNA K. Scheth
Name of Company: Whitson
Tel. No.: 031-424-270 Date: 9/10/2009

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 29128

Certification

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 SEP 2006 TO 15 SEP 2009

WHITSONS FOOD SERVICE AT
1800 MOTOR PARKWAY
ISLANDIA NY 11749



Ruby Apple
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: Whitsons Culinary Group

Address: 1800 Motor Parkway, Islandia Ny 11749

Telephone No.: 631-750-1408

Contact Name: Brenna Schaefer

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned
Business (MWBE)

Woman Owned Business (WBE)

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)
Questionnaire for Bidders**

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To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Whitsons Culinary Group
Address: 1800 Motor Parkway, Islandia Ny 11749
Telephone No.: 631-750-1408
Contact Name: Brenna Schaefer

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned
Business (MWBE)

Woman Owned Business (WBE)

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

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

Non Construction Contracts

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

“New Jersey Business Registration Requirements”

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.”



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	WHITSONS FOOD SERVICE CORPORATION
Trade Name:	WHITSON'S
Address:	1800 MOTOR PARKWAY ISLANDIA, NY 11749-5216
Certificate Number:	0057767
Effective Date:	February 02, 1995
Date of Issuance:	August 12, 2009

For Office Use Only:

20090812114644452

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

City Clerk File No. Res. 09-840

Agenda No. 10.Z.2

Approved: OCT 14 2009

TITLE:



RESOLUTION AUTHORIZING EXTENSION OF CONTRACT WITH NU-WAY CONCESSIONAIRES, INC. TO PROVIDE MEALS FOR THE SENIOR CONGREGATE SITES NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need to provide meals for the Senior Congregate Sites for the Department of Health & Human Services; and

WHEREAS, on July 16, 2008 the City of Jersey City (City) approved Resolution No. 08-547 awarding the sole bidder Nu-Way Concessionaires, Inc. a contract in the amount of \$1,258,114.00 to provide Senior Congregate Sites meals for the Department of Health & Human Services for a period of Twelve (12) months effective July 1, 2008 thru June 30, 2009; and

R.R.
10-2009

WHEREAS, the City in accordance with the bidding specifications desires to exercise its option of extending the contract for an additional Twelve (12) months effective July 1, 2009 thru June 30, 2010; and

WHEREAS, the funds in the amount of Forty Thousand dollars (\$40,000.00) are available in account no. 2-213-40-918-314; and

WHEREAS, the remaining contract funds of One Million, Two Hundred, Eighteen Thousand and One Hundred Fourteen dollars (\$1,218,114.00) will be made available in the FY 2010 Temporary and Permanent Budgets; and

WHEREAS, if funds are not available for the contract in the FY 2010 Temporary and Permanent Budgets, the contract will be terminated.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of Jersey City that said extension of contract to Nu-Way Concessionaires, Inc. be approved and awarded to said company in the amount above, and that such a contract be drawn up and executed; and be it further

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

RESOLUTION AUTHORIZING EXTENSION OF CONTRACT WITH NU-WAY CONCESSIONAIRES, INC. TO PROVIDE MEALS FOR THE SENIOR CONGREGATE SITES NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES

RESOLVED, pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2010 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2010 fiscal year permanent budget.

g.a.
9/23/09
RESOLVED, that this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and be it further

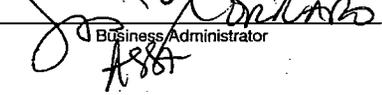
RESOLVED, that the mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City;

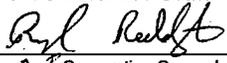
I hereby certify that funds in the amount of \$40,000.00 are available for payment of this resolution in Account No. 02-213-40-918-314, PO# 98096. Department of Health & Human Services.



Donna Mauer
Chief Financial Officer

ec7/6/07

APPROVED: 
APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM


Corporation Counsel

Certification Required
Not Required

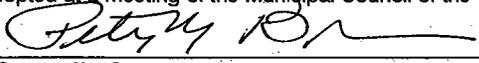
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

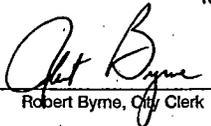
✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



Peter M. Brennan, President of Council



Robert Byrne, City Clerk

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contract

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
Email Address: abuanJ@jcnj.org

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Goods faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont.)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee information report
Employee information Report Form AA302

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

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

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

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

NU-WAY CONCESSIONAIRES, INC.
339-345 BERGEN AVENUE
KEARNY, NJ 07032

Representative's Name/Title (Print): MICHAEL R. LIEBEL GENERAL MGR
Representative's Signature: Michael R. Liebel
Name of Company: NU-WAY CONCESSIONAIRES INC.
339 - BERGEN AV. KEARNY, N.J. 07032
Tel. No.: 201-997-4851 Date: 7/19/09

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

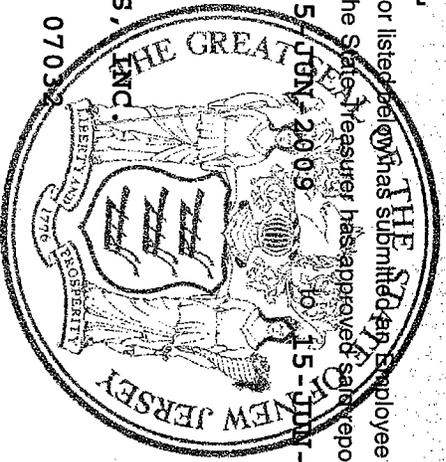
Representative's Name/Title Print): MICHAEL R. LIKKA / GENERAL MGR
Representative's Signature: *Michael R. Likka*
Name of Company: NU-WAY CONCESSIONAIRES INC.
Tel. No.: 201-997-4851 Date: 7/19/09

Certification 4766
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15 JUN 2009** to **15 JUN 2012**

NU-WAY CONCESSIONARIES, INC.
345 BERGEN AVENUE
KEARNY NJ 07032





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.

NU-WAY CONCESSIONAIRES, INC.

Business Name: 339-345 BERGEN AVENUE

Address: KEARNY, NJ 07032

Telephone No.: 201 - 997 - 4851

Contact Name: MICHAEL R. LIEBEL

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned
Businesss (MWBE)

Woman Owned Business (WBE)

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

**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: NU-WAY CONCESSIONAIRES, INC.

Address: 339-345 BERGEN AVENUE
KEARNY, NJ 07032

Telephone No.: 201-997-4651

Contact Name: MICHAEL R. LIEGEL

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned
Businesss (MWBE)

Woman Owned Business (WBE)

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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

Non Construction Contracts

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

“New Jersey Business Registration Requirements”

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.”

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 288
TRENTON, NJ 08646-0288

TAXPAYER NAME:

NU-WAY CONCESSIONAIRES, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:

221-939-816/000

SEQUENCE NUMBER:

0415911

ADDRESS:

345 BERGEN AVE
KEARNY, NJ 07032

ISSUANCE DATE:

10/05/04

EFFECTIVE DATE:

08/20/71

FORM-BRC(08-01)

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

Acting Director

J.P. S. [Signature]

CITY OF JERSEY CITY

Requisition #

0146617

Assigned PO #

Requisition

Vendor
NU-WAY CONCESSIONAIRES INC
339-345 BERGEN AVENUE
KEARNY NJ 07032

Dept. Bill To
HEALTH & HUMAN SERVICES
201 CORNELISON AVE
JERSEY CITY NJ 07304

Dept. Ship To

NU408600

Contact Info
LARRY ECCLESTON
2015475838

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	SENIOR MEALS	0221340918314	40,000.00	40,000.00

THIS PURCHASE PURCHASE ORDER IS ISSUED FOR
ENCUMBRANCE PURPOSE TO PROVIDE SENIOR MEALS
TO CONGREGATES SITES FOR THE 2ND HALF OF CY 2009.

TOTAL CONTRACT AMOUNT: \$1,258,114.00
TEMPORARY ENCUMBRANCE: \$40,000.00

AS PER ATTACHED RESOLUTION

PAYMENTS WILL BE MADE FROM TIME TO TIME ON PARTIAL
PAYMENT VOUCHERS.

RECEIVED
Office of Equal Opportunity/
Affirmative Action
2009 SEP 21 AM 10:29

Requisition Total 40,000.00

Req. Date: 07/28/2009

Requested By: ROSAJ

Approved By: _____

Buyer Id:

This Is Not A Purchase Order

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

City Clerk File No. Res.09-841

Agenda No. 10.Z.3

Approved: OCT 14 2009

TITLE:



RESOLUTION AUTHORIZING A CHANGE ORDER FOR A CONTRACT WITH DR. LAWRENCE BUCHHOLTZ, VETERINARY OF THE ANIMAL CLINIC AND HOSPITAL OF JERSEY CITY, TO PROVIDE VETERINARIAN SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH, ANIMAL CONTROL.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution 08-741 approved on September 24, 2008 awarded a contract to Dr. Lawrence Buchholtz, veterinary of the Animal Clinic and Hospital of Jersey City, to provide veterinarian services for the Department of Health and Human Services, Division of Health, Animal Control for a period of one year for a total contract amount of \$20,000, PO#93008; and

WHEREAS, because of an increase in the number of confiscated, trapped and impounded animals it was necessary to increase the contract amount by an additional \$4,000.00 bringing the total contract amount to \$24,000; and

WHEREAS, due to the continuing number of animal emergencies it is necessary to increase the contract amount by an additional \$10,877.73 bringing the total amount of the contract to \$34,877.73; and

*R.R.
10-209*

WHEREAS, funds in the amount of \$6,504.98 are available in Account No.12-286-56-000-809, funds in the amount of \$4,372.75 are available in Account No.01-203-27-331-314; and

WHEREAS, this change order increases the original contract amount by more than 20% and N.J.A.C. 5:30-11.9 requires the adoption of a resolution authorizing all change orders in excess of 20%.

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

1. The above recitals are incorporated herein by reference; and
2. A change order in the amount of \$10,877.73 increasing the total contract amount with Dr. Lawrence Buchholtz from \$24,000 to \$34,877.73 is hereby approved; and

Agenda No. Res. 09-841

Approved 10.7.3 OCT 14 2009

TITLE: **RESOLUTION AUTHORIZING A CHANGE ORDER FOR A CONTRACT WITH DR. LAWRENCE BUCHHOLTZ, A LICENSED VETERINARIAN OF THE ANIMAL CLINIC AND HOSPITAL OF JERSEY CITY, TO PROVIDE VETERINARIAN SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH, ANIMAL CONTROL.**

- 3. Notice of this change order will be published once in a newspaper of general circulation in the City of Jersey City as required by law.

I, *Donna Mauer*, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this resolution in the amount of \$6,504.98 in Account No.12-286-56-000-809, PO# 95657, 96372, and funds in the amount of \$4,372.75 are available in Account No.01-203-27-331-314, CO#, 33203.

APPROVED: *[Signature]*
 APPROVED: *[Signature]*
 Business Administrator
 ABST.

APPROVED AS TO LEGAL FORM
[Signature]
 Asst. Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ Indicates Vote.

N.V.-Not Voting (Abstain)

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

[Signature]
 Peter M. Brennan, President of Council

[Signature]
 Robert Byrne, City Clerk

Sean Gallagher - Re: Animal Clinic Resolution

From: Elizabeth Castillo
To: Gallagher, Sean; Rosa, Joanne
Date: 9/23/2009 11:06 AM
Subject: Re: Animal Clinic Resolution
CC: Robert Byrne

Hi Sean,

FYI, this resolution does not need to be on this meeting. It was forwarded to you because there is no documentation to be verified by Jeana Abuan as it is a change order request.

Thanks,

-Elizabeth

Ps: Have a nice day! :)

>>> Joanne Rosa 9/23/2009 9:23 AM >>>
Good Morning Sean,

Please add the Change Order #33203 to Resolution sent yesterday, as per below title:

RESOLUTION AUTHORIZING A CHANGE ORDER FOR CONTRACT WITH DR. LAWRENCE BUCHOLTZ, VETERINARY OF THE ANIMAL CLINIC AND HOSPITAL OF JERSEY CITY, TO PROVIDE VETERINARIAN SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH, ANIMAL CONTROL.

Thank you,

Joanne

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

City Clerk File No. Res. 09-842

Agenda No. 10.Z.4

Approved: OCT 14 2009

TITLE:



RESOLUTION AUTHORIZING A CONTRACT WITH MULLIN & LONERGAN ASSOCIATES FOR PREPARATION OF THE CITY'S FIVE YEAR CONSOLIDATED PLAN FOR 2010-2014

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, in accordance with 24 CFR Part 91, jurisdictions receiving HUD entitlement grant funds are required to prepare a Five Year Consolidated Plan that must be submitted to HUD at least 45 days prior to the start of its program year; and

WHEREAS, the Consolidated Plan is a collaborative process whereby a community establishes a unified vision for community development actions and it is the means to meet HUD's submission requirements for CDBG, HOME, ESG and HOPWA; and

WHEREAS, the Consolidated Plan must state how the City will pursue its statutory program goals which are: Decent Housing, A Suitable Living Environment and Expanded Economic Opportunities; and

WHEREAS, in August 2009 the City issued a Request for Proposals for the preparation of the Five Year Consolidated Plan for the period of 2010 – 2014; and

WHEREAS, three (3) vendors successfully responded to the City's Request for Proposals to assist in the preparation of the 2010 – 2014 Consolidated Plan as outlined in the attached summary; and

WHEREAS, after reviewing and scoring all proposals, it is recommended that the City contract with Mullin & Lonergan Associates for the preparation of the Five Year Consolidated Plan; and

WHEREAS, Mullin & Lonergan Associates has extensive experience in preparing Consolidated Plans and the cost is within the City's budget for the project; and

WHEREAS, funds in the amount of \$25,000 are available in Account No.51-200-56-851-918

Agenda No. Res. 09-842

Approved 10.Z.4

TITLE: OCT 14 2009

RESOLUTION AUTHORIZING A CONTRACT WITH MULLIN & LONERGAN ASSOCIATES FOR PREPARATION OF THE CITY'S FIVE YEAR CONSOLIDATED PLAN FOR 2010-2014

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

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

- 1) A contract no to exceed \$25,000 is awarded to Mullin & Lonergan Associates (M&L) for the preparation of the City's Five Year Consolidated Plan.
- 2) The term of the contract shall be approximately six (6) months beginning October 2009 and expiring April 2010.

I, Donna Mauer, hereby certify that sufficient funds in the amount \$25,000 are available in Account No. 51-200-56-581-918 (PO Number 98241).

Donna Mauer
Donna Mauer, Chief Financial Officer

APPROVED: [Signature] APPROVED AS TO LEGAL FORM

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

Certification Required

Not Required **APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA,	✓		

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

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

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

Robert Byrne
Robert Byrne, City Clerk

LEGISLATIVE FACT SHEET

This summary sheet is to be attached to any ordinance, resolution, cooperation agreement, or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

FULL TITLE OF ORDINANCE / RESOLUTION / COOPERATION AGREEMENT:

RESOLUTION AUTHORIZING A CONTRACT WITH MULLIN & LONERGMAN ASSOCIATES FOR PREPARATION OF THE CITY'S FIVE YEAR CONSOLIDATED PLAN FOR 2010-2014

NAME AND TITLE OF PERSON INITIATING THE RESOLUTION:

Darice Toon, Director, Division of Community Development – 201-547-5304

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

Preparation of Five Year Consolidated Plan

ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:

Creation of a unified housing and community development plan.

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

\$25,000 (not to exceed)

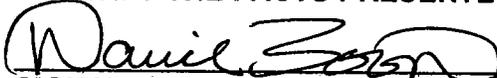
IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:

October 15, 2009

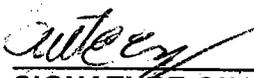
ANTICIPATED COMPLETION DATE:

April 30, 2010

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.


SIGNATURE OF DIVISION DIRECTOR

10/8/09
DATE

 DEACT
SIGNATURE OF DEPARTMENT DIRECTOR

10-8-09
DATE

**REQUEST FOR PROPOSALS (RFP):
 PREPARE THE FIVE YEAR CONSOLIDATED PLAN FOR FY 2010-2014
 DUE DATE : AUGUST 25, 2009**

PREPARATION OF FIVE YEAR CONSOLIDATED PLAN FOR FY 2010-2014

	<p>Mulligan & Lonergan Associates 800 Vinial Street, Suite B-414 Pittsburgh, PA 15212 Tele: (412) 323-1950; Fax: (412)323-1969 Email: www.Mandl.net</p>	<p>The Metro Company, LLC 347 Varick Street, Suite 117A Jersey City, NJ 07302 Tele: (201)435-6500 Fax: (201) 435-6560 Email: Portney@metroco.com</p>	<p>Triad Associates 1301 West Forest Grove Road Vineland, NJ 08360 Tele: (856)690-9590 Fax: (856)690-5622 Email:www.Triadincorporated.com</p>
REQUIRED COMPONENTS	SCORING (1.0 - LOWEST TO 10.0 - HIGHEST) - AVERAGE		
1. Fee Proposal and schedule for completing services	8.0	5.5	8.5
2. Proposed Scope of Services	8.5	8.5	6.5
3. Organization and Management	10.0	10.0	10.0
4. Names and Qualifications of Team Members and Assigned Tasks	10.0	6.5	6.5
5. Proposed schedule for producing the final Consolidated Plan	10.0	10.0	10.0
Total Average Score	46.5	40.5	41.5
Percentage (Max 100%)	93.0%	81.0%	83.0%

PROPOSAL FOR PREPARATION OF THE FIVE YEAR CONSOLIDATED PLAN FOR THE
CITY OF JERSEY CITY, NEW JERSEY

SECTION 10

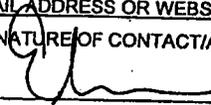
VENDOR INFORMATION

The City's completed vendor information form and M&L's signed W-9 form follow this page.

MULLIN
LONERGAN
ASSOCIATES

Section 10 - 1

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

VENDOR NAME: Northeast and Bucks Company d/b/a Mullin & Lonergan Associates, Inc.	CITY EMPLOYEE?
ADDRESS: 800 Vinial Street	YES
Suite B414	NO <input checked="" type="checkbox"/>
CITY: Pittsburgh	MINORITY VENDOR?
STATE: PA ZIP: 15212	YES
TEL #: (412) 323-1950 FAX #: (412) 323-1969	NO <input checked="" type="checkbox"/>
FED I.D. # 23-2095300	REQUIRED FORM 1099?
S.S.# Not applicable	YES
	NO <input checked="" type="checkbox"/>
DESCRIPTION OF GOODS/SERVICES TO BE RENDERED: professional planning services in support of the City's CDBG Program - FY 2010-2014 Consolidated Plan	
VENDOR'S CONTACT/AUTHORIZED PERSON: Eric Fulmer, Chairman	
EMAIL ADDRESS OR WEBSITE: ericf@mandl.net	
SIGNATURE OF CONTACT/AUTHORIZED PERSON: 	
CITY EMPLOYEE REQUESTING VENDOR NUMBER DATE	
TITLE OF EMPLOYEE:	
SIGNATURE OF EMPLOYEE:	
PURCHASING DIVISION USE ONLY	
AUTHORIZED TO ISSUE VENDOR #	
NAME/TITLE/DATE	
ASSIGNED VENDOR #	

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name
Northeast & Bucks Company d/b/a Mullin & Lonergan Associates, Inc.

Business name, if different from above

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

Address (number, street, and apt. or suite no.)
800 Vinal Street, Suite B414

City, state, and ZIP code
Pittsburgh, PA 15212

List account number(s) here (optional)

Requester's name and address (optional)
City of Jersey City, New Jersey

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number								

or

Employer identification number									
2	3	2	0	9	5	3	0	0	

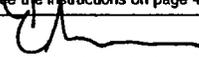
Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person 

Date **9-3-09**

Purpose of Form

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

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

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

Nonresident alien who becomes a resident alien.

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

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

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

PROPOSAL FOR PREPARATION OF THE FIVE YEAR CONSOLIDATED PLAN FOR THE
CITY OF JERSEY CITY, NEW JERSEY

SECTION 11

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

M&L's signed Exhibit A regarding Mandatory Affirmative Action Language follows this page.

**MULLIN
LONERGAN
ASSOCIATES**

Section 11 - 1

01/04/2007 10:05

NO. 995 P002

(REVISED 10/05)

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

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and

01/04/2007 10:05

NO. 995 D003

court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

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

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

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

Representative's Name/Title (Print): _____
Eric Fulmer / Chairman
Representative's Signature: _____
Name of Company: Northeast & Bucks Company
d/b/a Mullin & Loneragan Associates, Inc.
Tel. No.: 412-323-1950 Date: 9/3/09

PROPOSAL FOR PREPARATION OF THE FIVE YEAR CONSOLIDATED PLAN FOR THE
CITY OF JERSEY CITY, NEW JERSEY

SECTION 12

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

M&L's signed Affirmative Action Compliance Notice follows this page.

**MULLIN
LONERGAN
ASSOCIATES**

Section 12 - 1

01/04/2007 10:05

NO. 995 D004

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

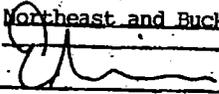
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

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

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

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

COMPANY: Northeast and Bucks Company d/b/a Mullin & Lonergan Associates, Inc.

SIGNATURE:  DATE: 9/3/09

PRINT NAME: Eric Fulmer TITLE: Chairman

PROPOSAL FOR PREPARATION OF THE FIVE YEAR CONSOLIDATED PLAN FOR THE
CITY OF JERSEY CITY, NEW JERSEY

SECTION 13

AMERICANS WITH DISABILITIES AGREEMENT

M&L's signed Appendix A regarding Americans with Disabilities opportunities follows this page.

01/04/2007 10:05

NO. 995 0005

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

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title (Print): Eric Fulmer / Chairman
Representative's Signature: _____
Name of Company: Northeast & Bucks Company d/b/a Mullin & Lonergan Associates, Inc.
Tel. No.: 412-323-1950 Date: 9/3/09

PROPOSAL FOR PREPARATION OF THE FIVE YEAR CONSOLIDATED PLAN FOR THE
CITY OF JERSEY CITY, NEW JERSEY

SECTION 14

EMPLOYEE INFORMATION REPORT

M&L's signed Form AA302, Employee Information Report, follows this page.

Form AA302
Rev. 10/08

STATE OF NEW JERSEY
Division of Public Contracts Equal Employment Opportunity Compliance

EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE 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.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 23-2095300	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 21
4. COMPANY NAME Northeast and Bucks Company d/b/a Mullin & Lonergan Associates, Inc.		
5. STREET 800 Vinlal Street, Suite B414	CITY Pittsburgh	COUNTY Allegheny
	STATE PA	ZIP CODE 15212
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) none		
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 21		
10. PUBLIC AGENCY AWARDDING CONTRACT		
City of Jersey City	CITY Jersey City	STATE NJ
	COUNTY Jersey City	ZIP CODE 07306
Official Use Only	DATE RECEIVED	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 (Col. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN.	
Officials/Managers	4	4	0											
Professionals	14	7	7											
Technicians														
Sales Workers														
Office & Clerical	3	0	3											
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL	21	11	10											
Total employment from previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input 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 or Type) Eric Fulmer	SIGNATURE 	TITLE Chairman	DATE MO DAY YEAR 9 3 2009
17. ADDRESS NO. & STREET 800 Vinlal Street, Suite B414	CITY Pittsburgh	COUNTY Allegheny	STATE PA
	ZIP CODE 15212	PHONE (AREA CODE, NO., EXTENSION) 412 - 323 - 1950	

I certify that the information on this Form is true and correct.

PROPOSAL FOR PREPARATION OF THE FIVE YEAR CONSOLIDATED PLAN FOR THE
CITY OF JERSEY CITY, NEW JERSEY

SECTION 15

MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE)

M&L's signed Questionnaire for Bidders regarding MWBE qualifications follows this page.

01/04/2007 10:05

NO. 995 D010

**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 : Northeast and Bucks Company d/b/a Mullin & Lonergan Associates, Inc.
Address : 800 Vinial Street, Suite B414, Pittsburgh, PA 15212
Telephone No. : (412) 323-1950
Contact Name : Eric Fulmer, Chairman

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.

PROPOSAL FOR PREPARATION OF THE FIVE YEAR CONSOLIDATED PLAN FOR THE
CITY OF JERSEY CITY, NEW JERSEY

SECTION 16

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

M&L's current Business Registration Certificate for the State of New Jersey, issued on March 18, 2009, follows this page.

MULLIN
LONERGAN
ASSOCIATES

Section 16 - 1

**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 922
TRENTON, NJ 08646-0922

TAXPAYER NAME:
NORTHEAST & BUCKS CO.

ADDRESS:
3500 HARTZDALE DR SUITE 901
CAMP HILL PA 17001

EFFECTIVE DATE:
06/25/87

TRADE NAME:
MULLIN & LONERGAN ASSOCIATES, INC

SEQUENCE NUMBER:
0805510

ISSUANCE DATE:
03/18/09

FORM-BRC

James J. [Signature]
Director
New Jersey Division of Revenue

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

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

City Clerk File No. Res.09-843
 Agenda No. 10.Z.5
 Approved: OCT 14 2009
 TITLE:



RESOLUTION AUTHORIZING A CONTRACT WITH CATHERINE M. ALBERT FOR MANAGEMENT OF THE INTEGRATED DISBURSEMENT AND INFORMATION SYSTEM

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

WHEREAS, the City of Jersey City is required to input data into the U.S. Department of Housing and Urban Development (HUD) Integrated Disbursement and Information System (IDIS) for all HUD entitlement grants including CDBG, ESG, HOPWA and HOME; and

WHEREAS, data entry is required for reporting purposes and drawdowns for all HUD entitlement grants; and

WHEREAS, the City issued a Request for Proposals (RFP) for the Management of the Integrated Disbursement and Information System and one (1) vendor responded to the City's RFP; and

R.R.
10.2.5

WHEREAS, the City is desirous of entering into contract with Catherine M. Albert for Management of the Integrated Disbursement and Information System; and

WHEREAS, funds in the amount of \$14,000 are available in Account No. 51-200-56-851-918.

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

- 1) A contract in the amount of \$14,000 is awarded to Catherine M. Albert for management of the City's Integrated Disbursement and Information System.
- 2) The term of the contract shall be approximately one (1) year beginning November 2009 with the option to extend for two (2) consecutive one (1) year terms.

I, Donna Mauer, hereby certify that sufficient funds in the amount \$14,000 are available in Account No. 51-200-56-851-918 (PO Number 98242).

Donna Mauer
 Donna Mauer, Chief Financial Officer

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

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

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

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

LEGISLATIVE FACT SHEET

This summary sheet is to be attached to any ordinance, resolution, cooperation agreement, or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

FULL TITLE OF ORDINANCE / RESOLUTION / COOPERATION AGREEMENT:

RESOLUTION AUTHORIZING A CONTRACT WITH CATHERINE M. ALBERT FOR MANAGEMENT OF THE INTEGRATED DISBURSEMENT AND INFORMATION SYSTEM

NAME AND TITLE OF PERSON INITIATING THE RESOLUTION:

Darice Toon, Director, Division of Community Development – 201-547-5304

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

IDIS data entry for all HUD entitlement grants

ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:

Accurate reporting and maintenance of information for various grants including CDBG, ESG, HOPWA and HOME

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

\$14,000

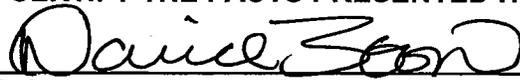
IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:

November 2009

ANTICIPATED COMPLETION DATE:

October 2010

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.


SIGNATURE OF DIVISION DIRECTOR

10/7/09
DATE

 DEPUTY
SIGNATURE OF DEPARTMENT DIRECTOR

10-7-09
DATE

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

City Clerk File No. Res. 09-844

Agenda No. 10.Z.6

Approved: OCT 14 2009

TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT WITH GENERAL DYNAMICS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM WITHOUT PUBLIC BIDDING.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Police Department's Computer Aided Dispatch and Records Management System is a proprietary system that requires support and maintenance services; and

WHEREAS, General Dynamics (formerly known as Information Spectrum, Inc. and Anteon Corp) created the Computer Aided Dispatch and Records Management System software and is a proprietary system that requires support and maintenance services; and

WHEREAS, General Dynamics has agreed to provide system maintenance services in the manner specified by the Police Department's Computer Services Unit for one year for the sum of Two Hundred Fifty Nine Thousand Nine Hundred Seventy Eight (\$259,137.00) Dollars; and

WHEREAS, funds in the amount of Seventy Thousand (\$70,000.00) are available in the fiscal year 2010 temporary budget Account No. 10-01-201-25-240-310; and

WHEREAS, the remaining funds of One Hundred Eighty Nine Thousand One Hundred Thirty Seven Eight Dollars (\$189,137.00) will be made available in the FY2010 temporary and permanent budgets; and

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

WHEREAS, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd), because it is for maintenance and support services for a proprietary computer system;

R.R.
10-7-09

WHEREAS, Samuel Jefferson, Director of Police, has certified that this meets the statues and regulations governing the award of said contracts; 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 Police Director has determined and certified in writing that the value of the contract will exceed \$17,500; and

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

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

10.7.6

OCT 14 2009

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH GENERAL DYNAMICS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM WITHOUT PUBLIC BIDDING.

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

1. Subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor and/or Business Administrator is authorized to execute an agreement with General Dynamics for providing support and maintenance for the Police Department's Computer Aided Dispatch and Records Management System software at a cost of Two Hundred Fifty Nine Thousand Nine Hundred Seventy Eight (\$259,137.00) Dollars for the term of one year, July 1, 2009 through June 30, 2010;
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The Purchasing Agent is directed to have the necessary contract documents drawn up and executed.
4. Notice of this action shall be published in the newspaper of general circulation within the municipality within ten (10) days of this award.
5. This agreement shall be subject to the condition that the vendor provide satisfactory evidence of compliance with the **Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.**
6. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to General Dynamics shall be made in accordance with the provisions of the **Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.**
7. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I Donna Mauer as Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Acct. No. 10-01-201-25-240-310.

Police Department
Acct. No. 10-01-201-25-240-310

Amount \$70,000.00
(Partial Encumbrance)

P.O. 98229

APPROVED: Samuel Jefferson
APPROVED: Donna Mauer
Business Administrator

APPROVED AS TO LEGAL FORM
Paul Reddy
Assoc. Corporation Counsel

Certification Required
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ 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

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

1. Full Title of Ordinance/Resolution/Cooperation Agreement :

RESOLUTION AUTHORIZING AN AGREEMENT WITH GENERAL DYNAMICS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM WITHOUT PUBLIC BIDDING..

2. Name and Title of Person Initiating Ordinance/Resolution :

SAMUEL JEFFERSON, DIRECTOR, DEPARTMENT OF POLICE

3. Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:

PURCHASE OF MAINTENANCE 7 BY 24 ON THE COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SOFTWARE THROUGHOUT THE POLICE DEPARTMENT.

4. Reasons (Need) for the Proposed Program, Project, etc.:

REQUIRED TO MAINTAIN AND SUPPORT THE COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEMS.

5. Anticipated Benefits to the Community:

INSURANCE AGAINST LOSING THE COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT FOR EXTENDED PERIOD OF TIME SHOULD A PROBLEM ARISE.

6. Cost of Proposed Program, Project, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.)

TWO HUNDRED FIFTY NINE THOUSAND ONE HUNDRED THIRTY SEVEN DOLLARS (\$259,137.00)

7. Date Proposed Program or Project will Commence:

JULY 1, 2009

8. Anticipated Completion Date:

JUNE 30, 2010

9. Person Responsible for Coordinating Proposed Program/Project:

INSPECTOR TIMOTHY PICKETT, SUPPORT SERVICES COMMANDER

I certify that all the facts presented herein are accurate to the best of my knowledge..

Samuel Jefferson

Signature of Department Director

10/06/09

Date

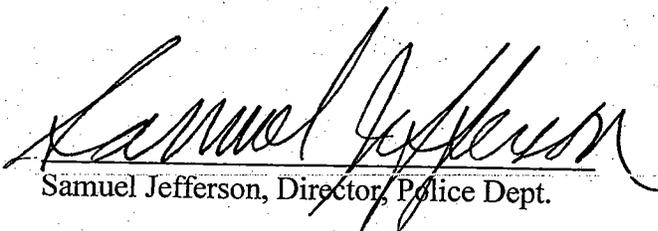
DETERMINATION OF VALUE CERTIFICATION

Samuel Jefferson, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Police Department and have knowledge of the goods and services that the Police Department needs.
2. The Department needs to maintain it's computer aided system, records management system and related systems.

3. These services qualify pursuant to N.J.S.A. 40A:11-5(1)(dd) to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City.
4. General Dynamics has maintained these systems for many years and has proposed continuing this service for a total of \$259,137.00.
5. The Police Department's recommendation is to award the contract to General Dynamics.
6. The term of the contract is one (1) year effective July 1, 2009 - June 30, 2010.
7. The estimated amount of the contract exceeds \$19,500.00.
8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 10/06/09


Samuel Jefferson, Director, Police Dept.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GENERAL DYNAMICS-OTS (NICEVILLE) INC.
Trade Name:
Address: 12644 RESEARCH PKWY
ORLANDO, FL 32826
Certificate Number: 1243838
Effective Date: June 14, 2006
Date of Issuance: October 07, 2009

For Office Use Only:
20091007110255672

**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 General Dynamics Information Technology (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 General Dynamics Information Technology, Inc.

Signed Linda Taylor Title: Manager, Contracts

Print Name Linda Taylor Date: 9/3/09

Subscribed and sworn before me this 3rd day of Sept, 2009.

My Commission expires: _____
Ingrid Williams (Affiant)
Ingrid Williams (Print name & title of affiant) (Corporate Seal)

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

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

CITY OF JERSEY CITY ss:

I certify that I am Linda Taylor, Manager, Contracts
of the firm of General Dynamics Information Technology, Inc.

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

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

(Signature of respondent) Linda Taylor

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 3rd September OF 2009

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 2010

Ingrid A. Williams
Ingrid A. Williams

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

PUBLIC DISCLOSURE INFORMATION

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

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability (continued)

Furthermore, the contractor expressly understands and agrees that the provisions of this 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.

Linda Taylor
Contracts Manager

Representative's Name/Title Print): _____

Representative's Signature: Linda Taylor

Name of Company: General Dynamics Information Technology, Inc

Tel. No.: 703-813-8490 Date: 9/3/09

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

AFFIRMATIVE ACTION COMPLIANCE NOTICE

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

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

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: General Dynamics Information Technology, Inc

SIGNATURE: Linda Taylor DATE: 9/3/09

PRINT NAME: Linda Taylor TITLE: Contracts Manager

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability (continued)

Furthermore, the contractor expressly understands and agrees that the provisions of this 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): Linda Taylor
Contracts Manager

Representative's Signature: *Linda Taylor*

Name of Company: General Dynamics Information Technology, Inc

Tel. No.: 703-813-8490 Date: 9/3/09

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

Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

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

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

Representative's Name/Title (Print): Linda Taylor
Contracts Manager

Representative's Signature: *Linda Taylor*

Name of Company: General Dynamic Information Technology, Inc

Tel. No.: 703-813-8440 Date: _____

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: General Dynamics Information Technology, Inc

Address: 7611 Little River Turnpike, Annandale, VA 22003

Telephone No.: 703-813-8490

Contact Name: Linda Taylor

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

Form AA302
Rev. 10/08

Renew Certificate # 22291

STATE OF NEW JERSEY
Division of Public Contracts Equal Employment Opportunity Compliance

EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN.
FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE 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.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 541194322		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 16,267	
4. COMPANY NAME General Dynamics Information Technology (Headquarters)					
5. STREET 3211 Jermantown Road		CITY Fairfax		STATE VA	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) General Dynamics		CITY Falls Church		STATE VA	
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER					
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ <u>4</u>					
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <u>1</u> (<i>Telecomputer</i>)					
10. PUBLIC AGENCY AWARDED CONTRACT Jersey City Police		CITY Jersey City		STATE NJ	
OFFICIAL USE ONLY		DATE RECEIVED		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 (Col. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/Managers	2144	1590	554	107	41	9	62	1371	101	15	1	17	420	
Professionals	9263	6835	2428	909	390	21	415	5100	485	145	11	192	1595	
Technicians	2512	2119	393	403	123	15	99	1479	118	36	4	24	211	
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	
Office & Clerical	998	308	690	88	15	3	11	191	169	49	6	30	436	
Craftworkers (Skilled)	323	305	18	38	18	2	20	227	2	1	0	1	14	
Operatives (Semi-skilled)	80	68	12	14	3	0	0	51	2	0	1	0	9	
Laborers (Unskilled)	21	17	4	6	1	0	0	10	1	1	0	0	2	
Service Workers	34	31	3	24	1	0	0	6	1	1	0	0	1	
TOTAL	15375	11273	4102	1589	592	50	607	8435	879	248	23	264	2688	
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.													
	892	519	373	50	29	4	24	412	21	17	1	15	319	

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? <i>new co name</i> 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: 07/10/09 To: 07/10/09			

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Laura S. Davis		SIGNATURE <i>L Davis</i>	TITLE Employee Relations Mgr	DATE MO DAY YEAR 07 17 09
17. ADDRESS NO. & STREET 3211 Jermantown Rd		CITY Fairfax	COUNTY Fairfax	STATE VA
		ZIP CODE 22311	PHONE (AREA CODE, NO. EXTENSION) 703 - 246 - 0947	

I certify that the information on this Form is true and correct.

Form AA302
Rev. 10/08

Renew certificate # 22291

STATE OF NEW JERSEY
Division of Public Contracts Equal Employment Opportunity Compliance

EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE 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.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY: 541194322

2. TYPE OF BUSINESS: 1. MFG 2. SERVICE 3. WHOLESALE 4. RETAIL 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: 16,267

4. COMPANY NAME: General Dynamics Information Technology (Mays Landing)

5. STREET: 5429 Harding Hwy #403 CITY: Mays Landing COUNTY: Atlantic STATE: NJ ZIP CODE: 08330

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): General Dynamics IT CITY: Fairfax STATE: VA ZIP CODE: 22311

7. CHECK ONE: IS THE COMPANY: SINGLE-ESTABLISHMENT EMPLOYER MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: 4

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 1

10. PUBLIC AGENCY AWARDED CONTRACT: Jersey City Police CITY: Jersey City COUNTY: Hudson STATE: NJ ZIP CODE: 07302

Official Use Only: DATE RECEIVED: NAUO 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	INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	INDIAN	ASIAN	NON MIN.	
Officials/Managers	2	0	2						1					1
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL	2	0	2	0	0	0	0	0	1	0	0	0	0	1
Total employment From previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													
	0	0	0	0	0	0	0	0	0	0	0	0	0	0

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? 1. Visual Survey 2. Employment Record 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED: From: 07/10/09 To: 07/10/09

14. IS THIS THE FIRST Employee Information Report Submitted? *New Co. Name* 1. YES 2. NO

15. IF NO, DATE LAST REPORT SUBMITTED: MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type): Laura S. Davis SIGNATURE: [Signature] TITLE: Employee Relations Mgr DATE: MO 07 DAY 17 YEAR 09

17. ADDRESS NO. & STREET: 3211 Jermantown Rd CITY: Fairfax COUNTY: Fairfax STATE: VA ZIP CODE: 22311 PHONE (AREA CODE, NO., EXTENSION): 703 - 246 - 0947

I certify that the information on this Form is true and correct.

Renew Certificate # 22291

Form AA302
Rev. 10/08

STATE OF NEW JERSEY
Division of Public Contracts Equal Employment Opportunity Compliance

EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN.
FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE 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.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 541194322	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 16,267
4. COMPANY NAME General Dynamics Information Technology (Mt. Laurel)		
5. STREET 305 Fellowship Rd #202	CITY Mt. Laurel	COUNTY Burlington
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) General Dynamics IT		STATE NJ
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		ZIP CODE 08054
8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ 14		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 1		
10. PUBLIC AGENCY AWARDED CONTRACT Jersey City Police		
DATE RECEIVED	IN AUG. 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 A 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	4	3	1	1	0	0	0	0	2	0	0	0	0	1
Professionals	12	8	4	0	0	0	0	8	1	0	0	0	0	3
Technicians														
Sales Workers														
Office & Clerical	1	0	1	0	0	0	0	0	0	0	0	0	0	1
Craftworkers (skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL	17	11	6	1	0	0	0	10	1	0	0	0	0	5
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.													
	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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? <i>new Co. name</i> 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: 07/10/09 To: 07/10/09		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Laura S. Davis	SIGNATURE <i>Laura S. Davis</i>	TITLE Employee Relations Mgr	DATE MO DAY YEAR 07 17 09
17. ADDRESS NO. & STREET 3211 Jermantown Rd	CITY Fairfax	COUNTY Fairfax	STATE VA
ZIP CODE 22311		PHONE (AREA CODE, NO. EXTENSION) 703 - 246 - 0947	

I certify that the information on this Form is true and correct.

Form A A302
Rev. 10/08

renew certificate # 22291

STATE OF NEW JERSEY
Division of Public Contracts Equal Employment Opportunity Compliance

EMPLOYEE INFORMATION REPORT

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DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the Form, go to: www.state.nj.us/treasury/contract_compliance/pdf/ea302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY: 541194322

2. TYPE OF BUSINESS: 1. MFG 2. SERVICE 3. WHOLESALE 4. RETAIL 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: 16,267

4. COMPANY NAME: General Dynamics Information Technology (Rochelle Park)

5. STREET: 365 W Passaic Street, CITY: Rochelle Park, COUNTY: Bergen, STATE: NJ, ZIP CODE: 07662

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): General Dynamics IT, CITY: Fairfax, STATE: VA, ZIP CODE: 22311

7. CHECK ONE: IS THE COMPANY: SINGLE-ESTABLISHMENT EMPLOYER MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: 4

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 1

10. PUBLIC AGENCY AWARDED CONTRACT: Jersey City Police, CITY: Jersey City, COUNTY: Hudson, STATE: NJ, ZIP CODE: 07302

Official Use Only: DATE RECEIVED, INAUG. DATE, ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

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

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****				***** FEMALE *****				NON MIN.		
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	NON MIN.	
Officials/Managers	9	9	0	1	1	0	1	6	0	0	0	0	0	
Professionals	7	5	2	0	1	0	2	2	0	1	0	0	1	
Technicians														
Sales Workers														
Office & Clerical	1	0	1	0	0	0	0	0	0	1	0	0	0	
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL	17	14	3	1	2	0	3	8	0	2	0	0	1	
Total employment from previous report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													
	0	0	0	0	0	0	0	0	0	0	0	0	0	

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
 1. Visual Survey 2. Employment Record 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED
 From: 07/10/09 To: 07/10/09

14. IS THIS THE FIRST Employee Information Report Submitted?
 NEW CO. NAME
 1. YES 2. NO

15. IF NO, DATE LAST REPORT SUBMITTED
 MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type): Laura S. Davis
 SIGNATURE: *Laura S. Davis*
 TITLE: Employee Relations Mgr
 DATE: MO 07 DAY 17 YEAR 09

17. ADDRESS NO. & STREET: 3211 Jermantown Rd, CITY: Fairfax, COUNTY: Fairfax, STATE: VA, ZIP CODE: 22311, PHONE (AREA CODE, NO., EXTENSION): 703 - 246 - 0947

I certify that the information on this Form is true and correct.

Form AA302
Rev. 10/08

Renew certificate # 22291

STATE OF NEW JERSEY
Division of Public Contracts Equal Employment Opportunity Compliance

EMPLOYEE INFORMATION REPORT

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SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 541194322	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 16,267
4. COMPANY NAME General Dynamics Information Technology (Shrewsbury)		
5. STREET 1151 Broad St	CITY Shrewsbury	COUNTY Monmouth
		STATE NJ
		ZIP CODE 07702
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) General Dynamics IT		
		CITY Fairfax
		STATE VA
		ZIP CODE 22311
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ 4		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 1		
10. PUBLIC AGENCY AWARDED CONTRACT Jersey City Police		
		CITY Jersey City
		COUNTY Hudson
		STATE NJ
		ZIP CODE 07302
Official Use Only	DATE RECEIVED	INAUG. DATE
		ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

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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	3	3	0	0	0	0	0	0	3	0	0	0	0	
Professionals	3	3	0	0	0	0	0	3	0	0	0	0	0	
Technicians	1	1	0	0	0	0	0	1	0	0	0	0	0	
Sales Workers														
Office & Clerical	1	0	1	0	0	0	0	0	0	1	0	0	0	
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment From previous Report (if any)	8	7	1	0	0	0	0	7	0	1	0	0	0	
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													
	0	0	0	0	0	0	0	0	0	0	0	0	0	

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? new Co. name 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: 07/10/09 To: 07/10/09		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Laura S. Davis	SIGNATURE <i>L Davis</i>	TITLE Employee Relations Mgr	DATE MO DAY YEAR 07 17 09
17. ADDRESS NO. & STREET 3211 Jermantown Rd	CITY Fairfax	COUNTY Fairfax	STATE VA
		ZIP CODE 22311	PHONE (AREA CODE, NO., EXTENSION) 703 - 246 - 0947

I certify that the information on this Form is true and correct.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 22291

RENEWAL

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

15-JUL-2009 to 15-JUL-2012

GENERAL DYNAMICS INFORMATION TECHNOLOGY
3211 JERMANTOWN ROAD
FAIRFAX VA 22311



A handwritten signature in black ink, appearing to be "R. L. ...", written over a horizontal line.

State Treasurer

09/18/07

Taxpayer Identification# 007-457-420/000

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) 292-3730.

When you continue to prosper in your business, send a copy of your check to:

James J. Fruson

James J. Fruson
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
GENERAL DYNAMICS INFORMATION TECHNOLOGY

TRADE NAME:

ADDRESS:
820 BEAR TAVERN ROAD
WEST TRENTON NJ 08628
EFFECTIVE DATE:

SEQUENCE NUMBER:
0095062

ISSUANCE DATE:
09/18/07

James J. Fruson
Acting Director
New Jersey Division of Revenue

FORM BRC(08-01)

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

City Clerk File No. Res.09-845

Agenda No. 10.Z.7

Approved: OCT 14 2009

TITLE:



RESOLUTION REJECTING BID RECEIVED BY THE CITY OF JERSEY CITY ON AUGUST 20, 2009 FOR A CONTRACT KNOWN AS POLICE PRECINCT SECURITY ENHANCEMENTS JCPD, PROJECT NO. 2006-012

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Agent acting within his authority and in conformance with N.J.S.A. 40A:11-1 et seq. publicly advertised for bids for a contract known as Police Precinct Security Enhancements JCPD; and

WHEREAS, on August 20, 2009, the City of Jersey City (City) received one bid which was:

Attica Construction.....\$987,800.00

WHEREAS, Attica Construction was not registered with the Department of Labor at time the bid was received; and

WHEREAS, the contractor/bidder and all subcontractors named in the bid proposal must be **registered** with the Department of Labor pursuant to the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., at the time the bid proposal is received, or the proposal will be determined to be non-responsive and will be rejected.

WHEREAS, the City's Chief Architect recommends that this bid be rejected; and

NOW THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that because of the reasons stated above which are incorporated herein, the bid received by the City on August 20, 2009 for a contract known as Police Precinct Security Enhancements JCPD, Project No. 2006-012 are rejected;

ab
September 23, 2009

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

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SÓTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. Res. 09-846
Agenda No. 10.Z:8
Approved: OCT 14 2009
TITLE:



RESOLUTION AUTHORIZING A SECOND AMENDMENT TO A CONTRACT WITH GOLD TYPE BUSINESS MACHINES, INC. (GTBM INC.) FOR FURNISHING AND INSTALLATION OF AUDIO-VISUAL IMPLEMENTATION FOR THE NEW PUBLIC SAFETY COMMUNICATIONS CENTER, UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING, PROJECT NO. 2004-009, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Municipal Council of the City of Jersey City at its December 17, 2008 meeting did authorize the award of a Contract between the City of Jersey City and Gold Type Business Machines, Inc.; Resolution No. 08-941; and

WHEREAS, this contract was increased via Change Order by the sum of \$123,586.00 for additional audio-visual equipment on May 5, 2009; and

WHEREAS, the Municipal Council of the City of Jersey City at its August 12, 2009 meeting did authorize an amending resolution for additional audio/visual services in the amount of \$169,331.00, Resolution No. 09-691; and

WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-12 allowing municipalities to use state contract without public bidding; and

*RR
10-2009*

WHEREAS, the additional amount to be encumbered for this amendment shall not exceed **ONE HUNDRED FIFTY-TWO THOUSAND FOUR HUNDRED FIFTY-SIX AND 50/100 (\$152,456.50) DOLLARS** bringing the overall base contract amount to **ONE MILLION TWO HUNDRED FORTY-THREE THOUSAND SIX HUNDRED SEVENTEEN AND 50/100 (\$1,243,617.50) DOLLARS**; and

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq. in Account No.

04-215-55-508-990	Purchase Order No. 94600	\$ 921,830.00
04-215-55-856-990	Purchase Order No. 97509	\$ 321,787.50

Department of Administration, Division of Architecture;

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

1. a. The contract with Gold Type Business Machines (GTBM) is amended to increase the fee by an additional \$152,456.50; and
b. All other terms and conditions of the agreement shall remain in effect; and
2. The Mayor or Business Administrator is authorized to execute a contract on behalf of the City of Jersey City.
3. A copy of this resolution shall be published in a newspaper of general circulation as required by law within ten (10) days of its passage.

TITLE: RESOLUTION AUTHORIZING A SECOND AMENDMENT TO A CONTRACT WITH GOLD TYPE BUSINESS MACHINES INC. (GTBM INC.) FOR FURNISHING AND INSTALLATION OF AUDIO-VISUAL IMPLEMENTATION SYSTEM FOR THE NEW PUBLIC SAFETY COMMUNICATIONS CENTER, UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING, PROJECT NO. 2004-009, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law N.J.S.A. 40A:4-1 et seq.

Department of Administration, Division of Architecture

Account No. 04-215-55-508-990 Purchase Order No. 94600 \$921,830.00
Account No. 04-215-55-856-990 Purchase Order No. 97509 \$321,787.50

ab

October 1, 2009

APPROVED: Peter Folgado, Acting Director
Division of Purchasing

APPROVED: [Signature] Business Administrator

APPROVED AS TO LEGAL FORM [Signature] Asst. Corporation Counsel

Certification Required []
Not Required []

APPROVED 8-0

Table with 12 columns: COUNCILPERSON, AYE, NAY, N.V., COUNCILPERSON, AYE, NAY, N.V., COUNCILPERSON, AYE, NAY, N.V. Rows include SOTTOLANO, LOPEZ, GAUGHAN, FULOP, RICHARDSON, BRENNAN, FLOOD, VEGA.

Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature] Peter M. Brennan, President of Council

[Signature] Robert Byrne, City Clerk



CITY OF JERSEY CITY

DIVISION OF PURCHASING

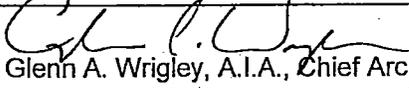
1 JOURNAL SQUARE PLAZA, JERSEY CITY, N.J. 07306

TEL. NO. (201) 547-5155

FAX NO. (201) 547-6586

REQUEST FOR CHANGE ORDER OR CANCELLATION

C.O. NO.

FROM:  Glenn A. Wrigley, A.I.A., Chief Architect	PURCHASE ORDER NO. 96704 97509
APPROVED:	REQUISITION NO. R0145783 0146742
	ORIGINAL AMOUNT \$400,400.00 \$169,331.00
DEPT./DIV. Administration/Architecture	BUD. YEAR: 10 FUND: 04 G/L NO: 215
DATE: October 1, 2009	CAFR: 55 SUB LDGR: 856 OBJ: 990
VENDOR NAME Gold Type Business Machines VENDOR NO. GO237510	

PLEASE CHANGE CANCEL THIS PURCHASE ORDER FOR THE FOLLOWING REASON:

AMOUNT IS WRONG \$ 169,331.00 INCREASE BY \$ 152,456.50
 IT SHOULD BE \$ 321,787.50 DECREASE BY \$ _____

BUD. YR. _____ FUND: _____ G/L NO.: _____ IS WRONG
 IT SHOULD BE BUD. YR. _____ FUND _____ G/L NO. _____

CAFR: _____ SUB LDGR: _____ OBJ: _____ IS WRONG
 IT SHOULD BE CAFR: _____ SUB LDGR: _____ OBJ: _____

VENDOR NUMBER IS WRONG: _____ LGFS BATCH NO. _____
 IT SHOULD BE _____

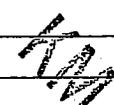
VENDOR NAME IS WRONG: _____
 IT SHOULD BE _____

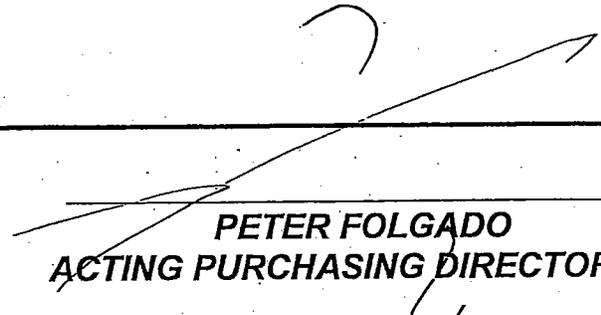
VENDOR ADDRESS IS WRONG: _____
 IT SHOULD BE _____

SHIPPING CHARGE IS WRONG: \$ _____ IT SHOULD BE \$ _____

DESCRIBE IN DETAIL REASON FOR CHANGE ORDER OR CANCELLATION:

Public Safety Communications Center, Project No. 2004-009 - Additional fees outside of the original scope Custom Design/Project Engineering/Management

BUYER: _____
 REMARKS:  _____


PETER FOLGADO
ACTING PURCHASING DIRECTOR

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GOLD TYPE BUSINESS MACHINES

Trade Name:

Address: 351 PATERSON AVENUE
EAST RUTHERFORD, NJ 07073

Certificate Number: 0067515

Effective Date: February 22, 1977

Date of Issuance: October 05, 2009

For Office Use Only:

20091005112440979

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
GOLD TYPE BUSINESS MACHINES

TRADE NAME:

TAXPAYER IDENTIFICATION#:
222-162-411/000

SEQUENCE NUMBER:
0067515

ADDRESS:
351 PATERSON AVENUE
EAST RUTHERFORD NJ 07073

ISSUANCE DATE:
10/13/04

EFFECTIVE DATE:
02/22/77

FORM-BRC(08-01)

J.P. & Teally
Acting Director

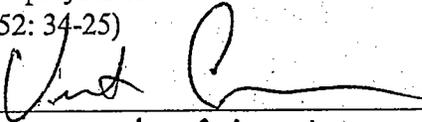
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address

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

I certify that I am Vincent Croner
of the firm of Gold Type Business Machine Inc

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

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

(Signature of respondent) 
Vincent Croner

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY July 13 OF 2007

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

ROSANNA R. PIZZA

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 2007

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 6, 2009

7/13/07 Rosanna R. Pizza

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

PUBLIC DISCLOSURE INFORMATION

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

STOCKHOLDERS:

Name	Address	% owned
Rich Picelli	71 Ridge Rd, Rutherford NJ 07070	100

SIGNATURE :

Vincent Cronin
 Vincent Cronin

TITLE:

CFO

SUBSCRIBED AND SWORN TO
 BEFORE ME THIS DAY

July 13

OF 20 07

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
 MY COMMISSION EXPIRES: 20

ROSANNA R. PIZZA
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires Aug. 6, 2009

7/13/07

Rosanna R. Piza

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

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

Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

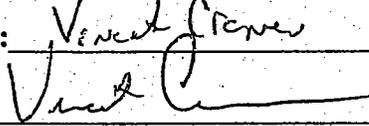
The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

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

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

Representative's Name/Title (Print): Vincent Craven

Representative's Signature: 

Name of Company: Gold Type Business Machines Inc (GTBM)

Tel. No.: 201-935-5090 Date: 7/13/07

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

The contractor and the MsT of Gold Type Business Machines Inc (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

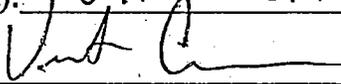
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability (continued)

Furthermore, the contractor expressly understands and agrees that the provisions of this 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): Vincent Crowe CFO

Representative's Signature: 

Name of Company: Gold Type Business Methods Inc (GTBM)

Tel. No.: 201-938-5000 Date: 7/13/07

AFFIRMATIVE ACTION COMPLIANCE NOTICE

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

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

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

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

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

OR

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

Cert 2418

OR

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

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

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

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

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

COMPANY: Gold Type Business Machines Inc (GTBI)

SIGNATURE: Vincent Crowe DATE: 7/13/07

PRINT NAME: Vincent Crowe TITLE: CFO

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: Gold Type Business Machines Inc (GTBM)

Address: 351 Paterson Ave

Telephone No.: 201 - 938 - 5090

Contact Name: V. J. Cloner

Please check applicable category :

- Minority Owned
- Minority & Woman Owned
- Woman Owned
- Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Gold Type Business Machines Inc (GTBI)

Address: 351 Parker Ave

Telephone No.: 201-936-5090

Contact Name: Viv Crowe

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

Certification 24180

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2005** to **15-JAN-2012**

GOLD TYPE BUSINESS MACHINE, INC.
351 PATERSON AVENUE
EAST RUTHERFORD NJ 07073



Bradley Abela

State Treasurer

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Gold Type Business Machines Inc (name of business entity) has not made any reportable contributions in the **one-year period preceding 7/10/09 (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 Gold Type Business Machines Inc (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Gold Type Business Machines Inc

Signed Vincent Crone Title: CFO

Print Name Vincent Crone Date: 7/10/09

Subscribed and sworn before me
this 10 day of July, 2009 Vincent Crone (Affiant)
My Commission expires: Vincent Crone CFO

**DEANNA SCIOLARO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 10, 2011**

(Print name & title of affiant) (Corporate Seal)

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

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

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

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

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

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

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

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

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: Hudson

State: Governor, and Legislative Leadership Committees

Legislative District #s: 31, 32, & 33

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

County Executive

Surrogate

Registrar of Deeds

Municipalities (Mayor and members of governing body, regardless of title):

Bayonne City

East Newark Borough

Guttenberg Town

Harrison Town

Hoboken City

Jersey City

Kearny Town

North Bergen Township

Secaucus Town

Union City City

Weehawken Township

West New York Town

Boards of Education

(Members of the Board):

East Newark Borough

Guttenberg Town

Hoboken City

Kearny Town

North Bergen Township

Secaucus Town

Weehawken Township

Fire Districts (Board of Fire Commissioners):

(None)

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

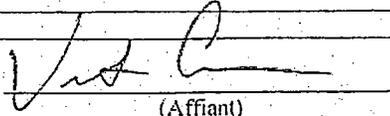
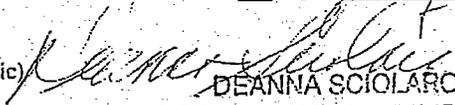
Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | | |

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

Stockholders:

Name: Richard Picolli	Name:
Home Address: 71 Ridge Rd Rutherford NJ 07070	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>10</u> day of <u>July</u> , 20 <u>11</u> .	 (Affiant)
(Notary Public)  DEANNA SCIOLARO	_____ Vincent Cronen CFO (Print name & title of affiant)
My Commission expires: NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES JULY 16, 2011	_____ (Corporate Seal)

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 Gold Type Business Machines Inc

has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding May 20, 2009 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Mariano Vega, Jr. Election Fund	Gaughan Election Fund 2005
Friends of Peter Brennan Election Fund	Steven Fulop for Jersey City Inc.
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
Friends of Phil Kenny	Healy for Mayor 2009
Friends of Nidia Lopez	

And See Attached Council Process (A)

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
Rich Picolli	71 Ridge Rd, Rutherford NJ

Part 3 – Signature and Attestation:

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

Name of Business Entity: Gold Type Business Machines Inc
 Signed: *Vincent Cronen* Title: CFO
 Print Name: Vincent Cronen Date: 7/10/09

Subscribed and sworn before me this 10 day of July, 2009.
Deanna Sciolaro
 My Commission expires: DEANNA-SCIOLARO
 NOTARY PUBLIC OF NEW JERSEY
 MY COMMISSION EXPIRES JULY 16, 2011

Vincent Cronen
 (Affiant)
Vincent Cronen CFO
 (Print name & title of affiant) (Corporate Seal)

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

City Clerk File No. Res. 09-847

Agenda No. 10.Z.9

Approved: OCT 14 2009



TITLE: **RESOLUTION AUTHORIZING AN AGREEMENT WITH ROBERT SANTILLI CONSULTING FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING SOFTWARE APPLICATIONS CREATED BY ROBERT SANTILLI CONSULTING WITHOUT PUBLIC BIDDING.**

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Police Department's existing software applications created by Robert Santilli consulting (RSC) is a proprietary system that requires support and maintenance services; and

WHEREAS, Robert Santilli Consulting has agreed to provide system maintenance services in the manner specified by the Police Department's Computer Services Unit for one year (July 1, 2009 to June 30, 2010) for the sum of Thirty Three Thousand Seven Hundred Fifty (\$33,750) Dollars; and

WHEREAS, funds in the amount of Thirty Three Thousand Seven Hundred Fifty (\$33,750) Dollars are available in the fiscal year 2010 temporary budget Account No. 10-01-201-25-240-310; and

WHEREAS, the award of this contract shall be subject to the appropriation of sufficient funds in the 2010 fiscal year permanent budget; and

WHEREAS, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd), because it is for maintenance and support services for a proprietary computer system; and

*R.A.
10-2009*

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 Police Director has determined and certified in writing that the value of the contract will exceed \$17,500; and

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

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

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

1. A one (1) year contract is awarded to Robert Santilli Consulting in the amount of \$33,750.00 and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and

3. The award of this contract shall be subject to the condition that Robert Santilli Consulting provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and

*J.A.
10/17/09*

TITLE: OCT 14 2009

RESOLUTION AUTHORIZING AN AGREEMENT WITH ROBERT SANTILLI CONSULTING FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING SOFTWARE APPLICATIONS CREATED BY ROBERT SANTILLI CONSULTING WITHOUT PUBLIC BIDDING.

4. The continuation of the contract after the expenditure of funds encumbered in the 2010 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2010 fiscal year permanent budget; and

5. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

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

I *Deanna Maurer* Maurer, as Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Acct No. 10-01-201-25-240-310. PO# 98077

APPROVED: *Samuel Jefferson*
APPROVED: *Greg Corrado*
Business Administrator

APPROVED AS TO LEGAL FORM
Pat Reddy
Asst Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ 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

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

1. Full Title of Ordinance/Resolution/Cooperation Agreement :

RESOLUTION AUTHORIZING AN AGREEMENT WITH ROBERT SANTILLI CONSULTING FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING SOFTWARE APPLICATIONS CREATED BY ROBERT SANTILLI CONSULTING WITHOUT PUBLIC BIDDING.

2. Name and Title of Person Initiating Ordinance/Resolution :

SAMUEL JEFFERSON, DIRECTOR, DEPARTMENT OF POLICE

3. Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:

PURCHASE OF MAINTENANCE 7 BY 24 ON THE EXISTING COMPUTER SOFTWARE AND THE SUPPORT OF MICROSOFT SQL SERVER THROUGHOUT THE POLICE DEPARTMENT.

4. Reasons (Need) for the Proposed Program, Project, etc.:

REQUIRED TO MAINTAIN AND SUPPORT OF THE EXISTING PROPRIETARY (RSC) SOFTWARE.

5. Anticipated Benefits to the Community:

INSURANCE AGAINST LOSING THE POLICE DEPARTMENT COMPUTERIZED SOFTWARE.

6. Cost of Proposed Program, Project, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.)

THIRTY THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$33,750.00)

7. Date Proposed Program or Project will Commence:

JULY 1, 2009

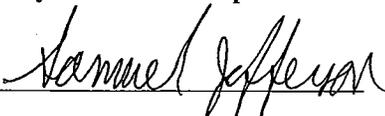
8. Anticipated Completion Date:

JUNE 30, 2010

9. Person Responsible for Coordinating Proposed Program/Project:

INSPECTOR TIMOTHY PICKETT, SUPPORT SERVICES COMMANDER

I certify that all the facts presented herein are accurate to the best of my knowledge.



Signature of Department Director



Date

Robert Santilli
Consulting

18 NILES AVENUE, MIDDLETOWN, NJ 07748 (732) 275-0210

Statement of Work
For
Jersey City Police Department
Contract Programming and Maintenance

Address: 8 Erie Street
Jersey City, NJ 07302
Contact: John Tkaczyk

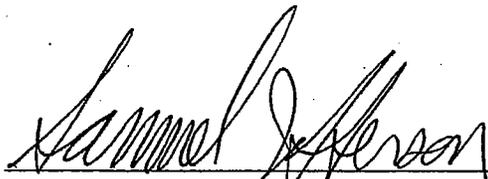
June 2, 2009

DETERMINATION OF VALUE CERTIFICATION

Samuel Jefferson, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Police Department and have knowledge of the goods and services that the Police Department needs.
2. The Department needs to maintain it's 16 SQL Server custom databases used throughout the department.
3. These services qualify pursuant to N.J.S.A. 40A:11-5(1)(dd) to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City.
4. Robert Santilli Consulting has maintained these systems for many years and has proposed continuing this service for a total of \$33,750.
5. The Police Department's recommendation is to award the contract to Robert Santilli Consulting .
6. The term of the contract is one (1) year effective July 1, 2009 - June 30, 2010.
7. The estimated amount of the contract exceeds \$19,500.00.
8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 7/22/09


Samuel Jefferson, Director, Police Dept.

CITY OF JERSEY CITY

Requisition #

0146166

Assigned PO #

Requisition

Vendor
ROBERT SANTILLI
18 NILES AVENUE
MIDDLETOWN NJ 07448

Dept. Bill To
POLICE DEPARTMENT
8 ERIE STREET
JERSEY CITY NJ 07302

Dept. Ship To
8 ERIE STREET
JERSEY CITY NJ 07302

SA484240

Contact Info
INSP.TIMOTHY PICKETT
2015475308

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	RENEWAL OF CONTRACT	01-201-25-240-312	33,750.00	33,750.00
RENEWAL OF YEARLY SQL SERVER,CUSTOM ,DATEBASE & CUSTOM PROGRAMMING SUPPORT & MAINTENANCE CONTACT					

FOR:
JCPD/SUPPORT SERVICE/COMPUTER UNIT
8 ERIE STREET 3RD FLOOR
J.C.NJ 07302
PHONE#201-547-5308



RECEIVED
Office of Equal Opportunity/
Administration
2009 SEP 2 11 30 13

Requisition Total 33,750.00

Req. Date: 07/07/2009

Requested By: FMCPHERSON

Approved By: _____

Buyer Id:

This Is Not A Purchase Order

PUBLIC DISCLOSURE INFORMATION

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

STOCKHOLDERS:

Name	Address	% owned

SIGNATURE : Robert Santilli

TITLE: OWNER

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

July 22 OF 2009

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

Irene Tomalavage
IRENE TOMALAVAGE

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 28, 2011

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

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

I certify that I am ROBERT SANTILLI

of the firm of ROBERT SANTILLI CONSULTING

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

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

(Signature of respondent) Robert Santilli

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

July 22 OF 2009

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

Irene Tomalavage
IRENE TOMALAVAGE

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 28, 2011

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

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 22 day of July, 2009

(Notary Public)

My Commission expires: **NOTARY PUBLIC OF NEW JERSEY**
My Commission Expires July 28, 2011

Irene Tomalouage
(Affiant)

IRENE TOMALOUAGE
(Print name & title of affiant)

(Corporate Seal)

CITY OF JERSEY CITY

RESOLUTION:

VENDOR:

RESPONDENT'S CHECKLIST

Item	Respondent Initials	AA/ER/CO Review
A. Non-Collusion Affidavit properly notarized		
B. Public Disclosure Statement		
C. Mandatory Affirmative Action Language		
D. Americans with Disabilities Act		
E. Affirmative Action Compliance Notice		
F. MWBE Questionnaire (2 copies)		
G. Form AA302 – Employee Information Report		
H. Business Registration Certificate	N/A	Noted online ✓
I. Original signature(s) on all required forms.		

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
<CITY OF JERSEY CITY>

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

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

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

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

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

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

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

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

Temporary and Executing

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

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

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

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

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

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

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

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

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

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

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the

has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding May 20, 2009 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                                        |                                        |
|----------------------------------------|----------------------------------------|
| Mariano Vega, Jr. Election Fund        | Gaughan Election Fund 2005             |
| Friends of Peter Brennan Election Fund | Steven Fulop for Jersey City Inc.      |
| Committee to Elect Willie Flood        | Friends of Viola Richardson for Ward F |
| Friends of Michael Sottolano           |                                        |
| Friends of Phil Kenny                  | Healy for Mayor 2009                   |
| Friends of Nidia Lopez                 |                                        |

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address |
|------------------------------|--------------|
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |

**Part 3 - Signature and Attestation:**

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

Name of Business Entity: ROBERT SANTILLI CONSULTING  
 Signed: Robert Santilli Title: OWNER  
 Print Name: ROBERT SANTILLI Date: 7/9/09

|                                                                                                                                                                                    |                                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subscribed and sworn before me this <u>22</u> day of <u>July</u> , 2009.<br>My Commission expires <b>NOTARY PUBLIC OF NEW JERSEY</b><br>My Commission Expires <b>July 28, 2011</b> | <br>(Affiant)<br><u>IRENE CONALAVAGE</u><br>(Print name & title of affiant) (Corporate Seal) |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that ROBERT SANTILLI CONSULTING (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: ROBERT SANTILLI CONSULTING

Signed Robert Santilli Title: OWNER

Print Name ROBERT SANTILLI Date: 7/9/09

Subscribed and sworn before me  
this 22 day of July, 2009.

My Commission expires:

NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires July 28, 2011

Irene Tomalavage  
(Affiant)

IRENE TOMALAVAGE  
(Print name & title of affiant) (Corporate Seal)

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



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** SANTILLI, ROBERT  
**Trade Name:** ROBERT SANTILLI CONSULTING  
**Address:** 18 NILES AVENUE  
MIDDLETOWN, NJ 07748  
**Certificate Number:** 1257235  
**Effective Date:** August 11, 2006  
**Date of Issuance:** September 22, 2009

**For Office Use Only:**  
20090922155145957

**STATE OF NEW JERSEY**  
**Division of Public Contracts Equal Employment Opportunity Compliance**

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-** READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND **SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE 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.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)

**SECTION A - COMPANY IDENTIFICATION**

|                                                                                                                                                       |                                                                                                                                                                                                                     |                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| 1. FID. NO. OR SOCIAL SECURITY<br>150-62-3956                                                                                                         | 2. TYPE OF BUSINESS<br><input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE<br><input type="checkbox"/> 4. RETAIL <input checked="" type="checkbox"/> 5. OTHER | 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY<br>1 |
| 4. COMPANY NAME<br>Robert Santilli Consulting                                                                                                         |                                                                                                                                                                                                                     |                                                   |
| 5. STREET<br>18 Niles Avenue                                                                                                                          | CITY<br>Middletown                                                                                                                                                                                                  | COUNTY<br>Monmouth                                |
| STATE<br>NJ                                                                                                                                           | ZIP CODE<br>07748                                                                                                                                                                                                   |                                                   |
| 6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)<br>none                                                                                |                                                                                                                                                                                                                     |                                                   |
| 7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER |                                                                                                                                                                                                                     |                                                   |
| 8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ                                                                          |                                                                                                                                                                                                                     |                                                   |
| 9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT                                                                     |                                                                                                                                                                                                                     |                                                   |
| 10. PUBLIC AGENCY AWARDED CONTRACT                                                                                                                    |                                                                                                                                                                                                                     |                                                   |

| Official Use Only | DATE RECEIVED | INAUG. DATE | ASSIGNED CERTIFICATION NUMBER |
|-------------------|---------------|-------------|-------------------------------|
|                   |               |             |                               |

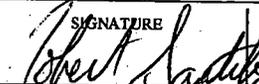
**SECTION B - EMPLOYMENT DATA**

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

| JOB CATEGORIES                                 | ALL EMPLOYEES                                                                             |                |                  | PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN |          |              |       |          |                    |          |              |       |          |  |
|------------------------------------------------|-------------------------------------------------------------------------------------------|----------------|------------------|----------------------------------------------------|----------|--------------|-------|----------|--------------------|----------|--------------|-------|----------|--|
|                                                | COL. 1<br>TOTAL<br>(Cols. 2 & 3)                                                          | COL. 2<br>MALE | COL. 3<br>FEMALE | ***** MALE *****                                   |          |              |       |          | ***** FEMALE ***** |          |              |       |          |  |
|                                                |                                                                                           |                |                  | BLACK                                              | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. | BLACK              | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. |  |
| Officials/ Managers                            | 1                                                                                         | 1              |                  |                                                    |          |              |       |          |                    |          |              |       |          |  |
| Professionals                                  |                                                                                           |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |  |
| Technicians                                    |                                                                                           |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |  |
| Sales Workers                                  |                                                                                           |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |  |
| Office & Clerical                              |                                                                                           |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |  |
| Craftworkers (Skilled)                         |                                                                                           |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |  |
| Operatives (Semi-skilled)                      |                                                                                           |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |  |
| Laborers (Unskilled)                           |                                                                                           |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |  |
| Service Workers                                |                                                                                           |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |  |
| <b>TOTAL</b>                                   | 1                                                                                         | 1              |                  |                                                    |          |              |       |          |                    |          |              |       |          |  |
| Total employment From previous Report (if any) |                                                                                           |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |  |
| Temporary & Part-Time Employees                | The data below shall NOT be included in the figures for the appropriate categories above. |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |  |

|                                                                                                                                                                                                                             |                                                                                                                                           |                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| 12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?<br><input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify) | 14. IS THIS THE FIRST Employee Information Report Submitted?<br>1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/> | 15. IF NO, DATE LAST REPORT SUBMITTED<br>MO. DAY YEAR<br>07   10   2008 |
| 13. DATES OF PAYROLL PERIOD USED<br>From: _____ To: _____                                                                                                                                                                   |                                                                                                                                           |                                                                         |

**SECTION C - SIGNATURE AND IDENTIFICATION**

|                                                                       |                                                                                                  |                    |                                           |
|-----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|--------------------|-------------------------------------------|
| 16. NAME OF PERSON COMPLETING FORM (Print or Type)<br>Robert Santilli | SIGNATURE<br> | TITLE<br>owner     | DATE<br>MO   DAY   YEAR<br>07   10   2009 |
| 17. ADDRESS NO. & STREET<br>18 Niles Avenue                           | CITY<br>Middletown                                                                               | COUNTY<br>Monmouth | STATE<br>NJ                               |
| ZIP CODE<br>07748                                                     | PHONE (AREA CODE, NO., EXTENSION)<br>732 - 275 - 0210                                            |                    |                                           |

I certify that the information on this Form is true and correct.

**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: ROBERT SANTILLI CONSULTING

Address: 18 NILES AVE

Telephone No.: 732-275-0210

Contact Name: ROBERT SANTILLI

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

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

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

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: ROBERT SANTILLI CONSULTING

SIGNATURE: Robert Santilli DATE: 7/9/09

PRINT NAME: ROBERT SANTILLI TITLE: OWNER

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)**

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

**The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:**

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

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

Representative's Name/Title (Print): ROBERT SANTILLI / OWNER

Representative's Signature: Robert Santilli

Name of Company: ROBERT SANTILLI CONSULTING

Tel. No.: 732-275-0210 Date: 7/9/09

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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability (continued)**

Furthermore, the contractor expressly understands and agrees that the provisions of this 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): ROBERT SANTILLI / OWNER

Representative's Signature: Robert Santilli

Name of Company: ROBERT SANTILLI CONSULTING

Tel. No.: 732-275-0210 Date: 7/9/09

**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 ROBERT SANTILLI CONSULTING (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: ROBERT SANTILLI CONSULTING

Signed Robert Santilli Title: OWNER

Print Name ROBERT SANTILLI Date: 7/9/09

Subscribed and sworn before me  
this 22 day of July, 2009.

My Commission expires:

**NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires July 28, 2011**

Irene Tomalavage  
(Affiant)

IRENE TOMALAVAGE  
(Print name & title of affiant) (Corporate Seal)

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





**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name: Hudson**

State: Governor, and Legislative Leadership Committees

Legislative District #s: 31, 32, & 33

State Senator and two members of the General Assembly per district.

**County:**

Freeholders

County Clerk

Sheriff

County Executive

Surrogate

Registrar of Deeds

**Municipalities (Mayor and members of governing body, regardless of title):**

Bayonne City

East Newark Borough

Guttenberg Town

Harrison Town

Hoboken City

Jersey City

Kearny Town

North Bergen Township

Secaucus Town

Union City City

Weehawken Township

West New York Town

**Boards of Education**

**(Members of the Board):**

East Newark Borough

Guttenberg Town

Hoboken City

Kearny Town

North Bergen Township

Secaucus Town

Weehawken Township

**Fire Districts (Board of Fire Commissioners):**

(None)

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

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the

has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding May 20, 2009 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                                        |                                        |
|----------------------------------------|----------------------------------------|
| Mariano Vega, Jr. Election Fund        | Gaughan Election Fund 2005             |
| Friends of Peter Brennan Election Fund | Steven Fulop for Jersey City Inc.      |
| Committee to Elect Willie Flood        | Friends of Viola Richardson for Ward F |
| Friends of Michael Sottolano           |                                        |
| Friends of Phil Kenny                  | Healy for Mayor 2009                   |
| Friends of Nidia Lopez                 |                                        |

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

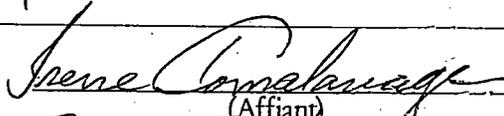
- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

| Name of Stock or Shareholder | Home Address |
|------------------------------|--------------|
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**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: ROBERT SANTILLI CONSULTING  
 Signed: Robert Santilli Title: OWNER  
 Print Name: ROBERT SANTILLI Date: 7/9/09

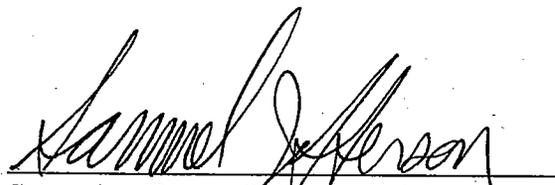
|                                                                                                                                                                                     |                                                                                                                                                                                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subscribed and sworn before me this <u>22</u> day of <u>July</u> , 2009.<br>My Commission expires: <b>NOTARY PUBLIC OF NEW JERSEY</b><br>My Commission Expires <b>July 28, 2011</b> | <br>(Affiant)<br><u>IRENE COMALAVAGE</u><br>(Print name & title of affiant) (Corporate Seal) |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## DETERMINATION OF VALUE CERTIFICATION

Samuel Jefferson, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Police Department and have knowledge of the goods and services that the Police Department needs.
2. The Department needs to maintain it's 16 SQL Server custom databases used throughout the department.
3. These services qualify pursuant to N.J.S.A. 40A:11-5(1)(dd) to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City.
4. Robert Santilli Consulting has maintained these systems for many years and has proposed continuing this service for a total of \$33,750.
5. The Police Department's recommendation is to award the contract to Robert Santilli Consulting .
6. The term of the contract is one (1) year effective July 1, 2009 - June 30, 2010.
7. The estimated amount of the contract exceeds \$19,500.00.
8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 7/22/09

  
Samuel Jefferson, Director, Police Dept.

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**Robert Santilli**  
**Consulting**

18 NILES AVENUE, MIDDLETOWN, NJ 07748 (732) 275-0210

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**Statement of Work**  
**For**  
**Jersey City Police Department**  
**Contract Programming and Maintenance**

**Address: 8 Erie Street**  
**Jersey City, NJ 07302**  
**Contact: John Tkaczyk**

June 2, 2009

## **Contract Overview**

This contract includes maintenance and support and upgrade of all existing applications created by Robert Santilli Consulting as well as support of Microsoft SQL Server as installed at the JCPD and data conversions and recovery. An estimate of 300 hours of work for all support, applications and data conversions will be billed at a rate of \$75 per hour. The regular billable rate is \$100 but will be cut to \$75 with the acceptance of this agreement. Minimum required SQL Server maintenance will be billed at a rate of \$600.00 per month.

## **Scope of Work / Summary of Tasks**

Maintenance will be provided for the following applications:

- Narcotics Database
- Gang Database
- Narcotics Drug Lab Reporting Database
- Purchasing Database (All Years)
- ABC Unit Database
- Officer Salary Database
- Civilian Salary Database
- Medical Database
- Juvenile Database
- Juvenile Curfew Database
- Assigned Cases Database
- Assigned Cases Web Based Application
- Juvenile Arrests Web Based Application
- Off Duty Application
- BlockWatch Web Based Application
- Municipal Database
- Stolen Vehicle Database
- Seized Car / Car Pound Database
- Off Duty Employment
- Auto Theft Database
- UCR Online Reporting System (Arrests, Accidents, Investigations and Property)
- Internal Affairs Application
- IAU Photo Database
- IAU Database
- Police Range Database
- Help Desk Manager
- Chief's Correspondence
- Field Interviews Database

Anticipated Projects:

- Conversion of applications to browser based

Support will cover all existing projects, programming, and data recovery or conversion as required by the Jersey City Police Department and as agreed upon between the Jersey City Police Department and Robert Santilli Consulting. Any additional projects that go beyond the 300 billable hours will be handled under a separate contract.

**Should the customer request work, which is not included in the above, it must be handled as a separate project and will require its own Statement of Work.**

## **Breakdown of Charges**

- Required SQL Server maintenance on installed SQL Server software, hardware, data and backups as installed at the JCPD at a rate of \$800.00 per month.
- An estimate of 300 hours of work for all support, applications and data conversions billed at a rate of \$75 per hour.

- A monthly statement of billable contract hours expended in support of the JCPD applications will be provided over and above server maintenance. This will include monthly programming and data conversion activities as required.
- The SQL maintenance and administration monthly cost reflects a larger amount than last year due to the growing amount of databases and applications. The estimated hours of work for support, applications and data conversions has increased to cover the anticipated projects and conversions listed above.
- This contract will cover the period of July 1, 2008 through June 30, 2009.

### **Performance of Services**

Robert Santilli Consulting shall determine the manner in which the Services are to be performed and the specific hours to be worked. CITY OF JERSEY CITY **must contact** Robert Santilli Consulting **to arrange for the scheduling of appointments** so as to enable Robert Santilli Consulting to reasonably fulfill their obligations under this Agreement. City of Jersey City will forfeit the remaining hours if they are not used within the contracted term.

### **Confidentiality**

Robert Santilli Consulting agrees that Robert Santilli Consulting will not at any time or in any manner, either directly or indirectly, use any Information for Robert Santilli Consulting's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of CITY OF JERSEY CITY. Robert Santilli Consulting will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

### **Outside Contractors\Consultants**

CITY OF JERSEY CITY recognizes that computer consulting involves a wide range of skills and degrees of expertise and that there may be times that an outside consultant\contractor will need to be called in to fix a computer related problem when the scope or severity exceed the time or abilities of Robert Santilli Consulting. Contacting an outside contractor\consultant will be done solely by CITY OF JERSEY CITY. Robert Santilli Consulting will if possible make recommendations or referrals but the hiring is to be done by CITY OF JERSEY CITY only. Robert Santilli Consulting is not responsible for the added cost or the standard of work done by any outside consultant\contractor. The need for an outside consultant\contractor does not change the terms or validity of this contract nor does it dismiss the charges incurred by the CITY OF JERSEY CITY for Robert Santilli Consulting in working on the problem prior to the transfer to an outside contractor\consultant.

### **Termination Of Agreement**

This Agreement shall be effective for a period of twelve (12) months, or when the twenty (322) hours have been used whichever comes first. The Monthly SQL Server maintenance agreement will be effective for a period of twelve (12) months.

### **Disclaimer**

#### **Responsible for the following:**

Completion of all project tasks and maintenance as outlined above.

#### **Will not be responsible for the following:**

Any major projects whose billable hours go beyond the above stated 322 hours.

Any software not detailed in the above Statement of Work or agreed upon between RSC and the JCPD.

### **Project Cost**

Billings for this project: \$9600 for required monthly SQL Server maintenance and \$24,150.00 for application support and development as required. Maximum total contract \$33,750.00

\_\_\_\_\_  
Robert Santilli

\_\_\_\_\_  
Date



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

City Clerk File No. Res. 09-848  
Agenda No. 10.Z.10  
Approved: OCT 14 2009  
TITLE:



## RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CIVIL SOLUTIONS TO PERFORM DIGITAL TAX MAP MAINTENANCE

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

**WHEREAS**, on May 8, 2009, the State of New Jersey Department of Treasury, Division of Taxation formally accepted and certified the official tax maps of the City of Jersey City; and

**WHEREAS**, the newly certified tax maps will be maintained in digital format as opposed to paper or mylar copies; and

**WHEREAS**, due to the complexity and size of the tax map project, the certified maps reflect data up to October 2006; and

**WHEREAS**, the digital tax maps need to be updated and maintained in order to preserve their usefulness and to protect the City's investment in their creation; and

**WHEREAS**, N.J.S.A. 40A:11-5 et seq authorizes the City to award a contract without public advertising for bids if the contract is for professional services rendered or performed by a person authorized by law to practice a recognized profession; and

**WHEREAS**, the City has a need to acquire these services pursuant to the statutorily permitted provisions of N.J.S.A. 19:44A-20.4 et seq; and

**WHEREAS**, the Business Administrator has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

**WHEREAS**, pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq, informal quotations were obtained by the Department of Administration; and

**WHEREAS**, the City of Jersey City received quotations from Civil Solutions and T&M Associates; and

**WHEREAS**, the proposal submitted by Civil Solutions in the amount of \$178,525.00 was judged to best meet the City's needs; and

**WHEREAS**, Civil Solutions has agreed to provide and deliver products and services in the manner specified by the Department of Administration; and

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

**WHEREAS**, pursuant to N.J.S.A. 19:44A-20.4 et seq., Civil Solutions has completed and submitted a Business Entity Disclosure Certification which certifies that Civil Solutions has not made any reportable contributions to a political or candidate committee in the City of Jersey City in the previous one year, and that the contract will prohibit the Civil Solutions from making any reportable contributions through the term of the contract; and

OCT 14 2009

TITLE:

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CIVIL SOLUTIONS TO PERFORM DIGITAL TAX MAP MAINTENANCE**

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

**WHEREAS**, Civil Solutions has certified that they have not made any reportable contributions in the one-year period preceding the award of this 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

**WHEREAS**, this award of contract is contingent upon sufficient funds being appropriated in the FY2010 and FY2011 permanent budgets in the following account:

Department/Division  
Acct NO. 10-01-201-20-150-312 \$3720.00

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned Civil Solutions be accepted and that a contract be awarded to said company in the above amount, and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

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

**RESOLVED**, this contract is awarded without competitive bidding in accordance with N.J.S.A 40A:11-5 et seq; and be it further

**RESOLVED**, this contract is awarded pursuant to the statutorily permitted provisions of N.J.S.A. 19:44A-20.4 et seq (the "Pay to Play" law).

I, Anna Mauer Anna Mauer, Chief Financial Officer, certify that funds in the amount of \$3720.00 are available in Account No. 10-01-201-20-150-312

PO number: 98246

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10/14/09 |     |     |      |               |     |     |      |               |     |     |      |
|--------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                        | ✓   |     |      | GAUGHAN       | ✓   |     |      | BRENNAN       | ✓   |     |      |
|                                                  |     |     |      | FULOP         | ✓   |     |      | FLOOD         | ✓   |     |      |
| LOPEZ                                            | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA          | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

**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 **Telecom Integrity Group**

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 September 9, 2009 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

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

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

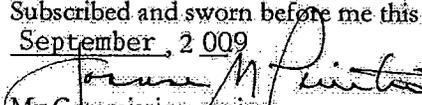
| Name of Stock or Shareholder | Home Address |
|------------------------------|--------------|
| See Attached                 |              |
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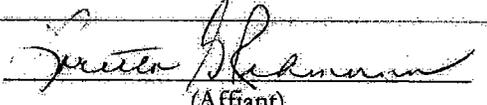
**Part 3 – Signature and Attestation:**

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: Civil Solutions, a division of Adams, Rehmann & Hegg Assoc. Inc.

Signed: \_\_\_\_\_ Title: Secretary  
 Print Name: Loretta G. Rehmann Date: September 24, 2009

Subscribed and sworn before me this 24 day of September, 2009  
  
 My Commission expires: 4/23/2011

  
 (Affiant)  
Loretta G. Rehmann  
 (Print name & title of affiant) (Corporate Seal)

JOANNE M. PRIVITERA  
 A NOTARY PUBLIC OF NEW JERSEY  
 MY COMMISSION EXPIRES 4/23/2011

**OWNERSHIP DISCLOSURE**  
FOR  
**CIVIL SOLUTIONS, A DIVISION OF ADAMS, REHMANN & HEGGAN ASSOCIATES, INC.**  
**AND ADAMS, REHMANN & HEGGAN ASSOCIATES, INC.**

| <u>Name</u>        | <u>Home Address</u>                           | <u>Date of Birth</u> | <u>Office</u>  | <u>Ownership %</u> |
|--------------------|-----------------------------------------------|----------------------|----------------|--------------------|
| Chris R. Rehmann   | 150 Golden Eagle Drive<br>Hammonton, NJ 08037 | 6/22/40              | President      | 60%                |
| Richard A. Heggan  | 9 Moss View Lane<br>Hammonton, NJ 08037       | 9/6/46               | Vice President | 15%                |
| Robert R. Heggan   | 10 Spruce Drive<br>Medford, NJ 08055          | 5/2/41               | Vice President | 10%                |
| Richard S. Rehmann | 875 Central Avenue<br>Hammonton, NJ 08037     | 12/31/69             | Vice President | 15%                |



| Date      | Committee                                   | Amount     | Type of Committee | County     |
|-----------|---------------------------------------------|------------|-------------------|------------|
| 6/5/2009  | Italian American Democratic Association     | \$5,000.00 | CPC               | Bergen     |
| 5/22/2009 | Southern County Alliance                    | \$2,000.00 | CPC               | Camden     |
| 7/24/2009 | The Leaders Fund                            | \$4,000.00 | CPC               | Camden     |
| 5/8/2009  | Southern NJ Labor Advocacy Fund             | \$1,750.00 | PAC               | Camden     |
| 4/24/2009 | Newark Progressive Alliance                 | \$6,000.00 | CPC               | Essex      |
| 4/9/2009  | Deptford Democrat Executive Committee       | \$500.00   | MPC               | Gloucester |
| 5/22/2009 | Tri-County Citizens Alliance                | \$2,500.00 | CPC               | Gloucester |
| 2/26/2009 | Salem Co Dem Comm                           | \$175.00   | PPC               | Salem      |
| 8/14/2009 | Dems 2000                                   | \$250.00   | CPC               | Statewide  |
| 9/18/2009 | East Greenwich Democrat Social Organization | \$500.00   | MPC               | Gloucester |
| 9/25/2009 | GTWPAC                                      | \$100.00   | PAC               | Camden     |
| 9/25/2009 | Southern County Alliance                    | \$5,000.00 | CPC               | Camden     |

**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 Civil Solutions a div of Adams, Rehmann & Heggan (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 Civil Solutions a div of Adams, Rehmann & Heggan Assoc. Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: Civil Solutions a division of Adams, Rehmann & Heggan Assoc. Inc.

Signed Loretta G. Rehmann Title: Secretary

Print Name Loretta G. Rehmann Date: September 24, 2009

Subscribed and sworn before me this 24th day of Sept, 2009. Loretta G. Rehmann (Affiant)

My Commission expires: 4/23/2011 Loretta G. Rehmann, Secretary  
(Print name & title of affiant) (Corporate Seat)

JOANNE M. PRIVITERA  
A NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 4/23/2011

**\*\*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.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

See Attached

|               |               |
|---------------|---------------|
| Name:         | Name:         |
| Home Address: | Home Address: |
| Name:         | Name:         |
| Home Address: | Home Address: |
| Name:         | Name:         |
| Home Address: | Home Address: |

Subscribed and sworn before me this 24 day of September 2009

(Notary Public) Joanne M. Privitera

My Commission expires: 4/23/2011

Loretta G. Rehmann  
(Affiant)

Loretta G. Rehmann, Secretary  
(Print name & title of affiant)

(Corporate Seal)

JOANNE M. PRIVITERA  
A NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 4/23/2011

## OWNERSHIP DISCLOSURE

FOR

CIVIL SOLUTIONS, A DIVISION OF ADAMS, REHMANN & HEGGAN ASSOCIATES, INC.  
AND ADAMS, REHMANN & HEGGAN ASSOCIATES, INC.

| <u>Name</u>        | <u>Home Address</u>                           | <u>Date of Birth</u> | <u>Office</u>  | <u>Ownership %</u> |
|--------------------|-----------------------------------------------|----------------------|----------------|--------------------|
| Chris R. Rehmann   | 150 Golden Eagle Drive<br>Hammonton, NJ 08037 | 6/22/40              | President      | 60%                |
| Richard A. Heggan  | 9 Moss View Lane<br>Hammonton, NJ 08037       | 9/6/46               | Vice President | 15%                |
| Robert R. Heggan   | 10 Spruce Drive<br>Medford, NJ 08055          | 5/2/41               | Vice President | 10%                |
| Richard S. Rehmann | 875 Central Avenue<br>Hammonton, NJ 08037     | 12/31/69             | Vice President | 15%                |



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** ADAMS, REHMANN AND HEGGAN ASSOCIATES, INC.  
**Trade Name:** CIVIL SOLUTIONS  
**Address:** 850 S WHITE HORSE PIKE  
HAMMONTON, NJ 08037-2019  
**Certificate Number:** 0066374  
**Effective Date:** July 09, 1974  
**Date of Issuance:** October 07, 2009

**For Office Use Only:**  
20091007143754698

# **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@jcnj.org](mailto:abuanJ@jcnj.org)

**CITY OF JERSEY CITY**

**PROJECT:** Tax Map Maintenance

**RESPONDENT:** Civil Solutions, a division of Adams, Rehmann & Heggan Assoc. Inc.

**RESPONDENT'S CHECKLIST**

| Item                                            | Respondent Initials | Purchasing Review |
|-------------------------------------------------|---------------------|-------------------|
| A. Non-Collusion Affidavit properly notarized   | AR                  |                   |
| B. Public Disclosure Statement                  | AR                  |                   |
| C. Mandatory Affirmative Action Language        | AR                  |                   |
| D. Americans with Disabilities Act              | AR                  |                   |
| E. MWBE Questionnaire                           | AR                  |                   |
| F. Affirmative Action Compliance Notice         | AR                  |                   |
| G. Employee Information Report                  | AR                  |                   |
| H. Business Registration Certificate            | AR                  |                   |
| I. Original signature(s) on all required forms. | AR                  |                   |

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

I certify that I am Secretary

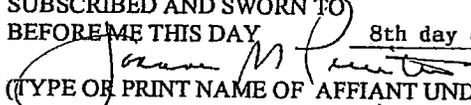
of the firm of Civil Solutions, a division of Adams, Rehmann & Heggan Assoc. Inc.

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

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

(Signature of respondent)   
Loretta G. Rehmann

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY 8th day of October OF 20 09

  
(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF New Jersey  
MY COMMISSION EXPIRES 4/23/2011

JOANNE M. PRIVITERA  
A NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 4/23/2011

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

**PUBLIC DISCLOSURE INFORMATION**

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

**STOCKHOLDERS:**

| Name | Address      | % owned |
|------|--------------|---------|
|      | See Attached |         |
|      |              |         |
|      |              |         |
|      |              |         |
|      |              |         |

SIGNATURE: *Loretta G. Rehmann*  
Loretta G. Rehmann

TITLE: Secretary

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY 8th day of October OF 2009

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

*Joanne M. Privitera*  
NOTARY PUBLIC OF *New Jersey*  
MY COMMISSION EXPIRES: *20. 4/23/2011*

JOANNE M. PRIVITERA  
A NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 4/23/2011

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

**OWNERSHIP DISCLOSURE**  
**FOR**  
**CIVIL SOLUTIONS, A DIVISION OF ADAMS, REHMANN & HEGGAN ASSOCIATES, INC.**  
**AND ADAMS, REHMANN & HEGGAN ASSOCIATES, INC.**

| <u>Name</u>        | <u>Home Address</u>                           | <u>Date of Birth</u> | <u>Office</u>  | <u>Ownership %</u> |
|--------------------|-----------------------------------------------|----------------------|----------------|--------------------|
| Chris R. Rehmann   | 150 Golden Eagle Drive<br>Hammonton, NJ 08037 | 6/22/40              | President      | 60%                |
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| Richard S. Rehmann | 875 Central Avenue<br>Hammonton, NJ 08037     | 12/31/69             | Vice President | 15%                |

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

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

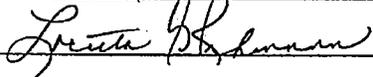
In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27 .

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

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

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

Representative's Name/Title (Print): Loretta G. Rehmann

Representative's Signature: 

Name of Company: Civil Solutions, a division of Adams, Rehmann & Heggan Assoc. Inc.

Tel. No.: 800-924-0482 Date: October 8, 2009

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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

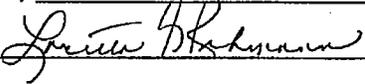
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

**AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability (continued)**

Furthermore, the contractor expressly understands and agrees that the provisions of this 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): loretta G. Rehmann, Secretary

Representative's Signature: 

Name of Company: Civil Solutions a division of Adams, Rehmann & Heggan Assoc. Inc.

Tel. No.: 800-924-0482 Date: October 8, 2009

**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: Civil Solutions, a division of Adams, Rehmann & Heggan Assoc. Inc.

Address: 850 S. White Horse Pike, PO Box 579, Hammonton, NJ 08037

Telephone No.: 800-924-0482

Contact Name: Richard S. Rehmann

Please check applicable category :

- Minority Owned
- Minority & Woman Owned
- Woman Owned
- Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

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

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

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

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

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

OR

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

OR

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

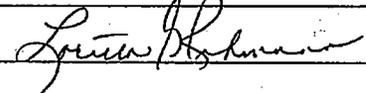
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

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

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

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

COMPANY: Civil Solutions, a division of Adams, Rehmann & Heggan Assoc. Inc.

SIGNATURE:  DATE: October 8, 2009

PRINT  
NAME: Loretta G. Rehmann TITLE: Secretary  
AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

Certification 4250

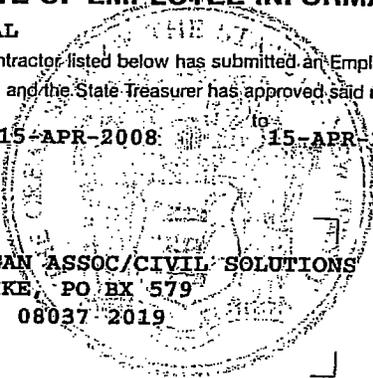
**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**RENEWAL**

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

15-APR-2008 to 15-APR-2011

ADAMS, REHMANN & HEGGAN ASSOC/CIVIL SOLUTIONS  
850 S. WHITE HORSE PIKE, PO BX 579  
HAMMONTON NJ 08037 2019



*[Handwritten Signature]*  
Acting State Treasurer

01/18/05

Taxpayer Identification# 222-049-623/000

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)292-1730.

I wish you continued success in your business endeavors.

Sincerely,

*John E. Tully*  
John E. Tully, CPA  
Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

ADAMS, REHMANN AND HEGGAN ASSOCIATES, IN

TRADE NAME:

CIVIL SOLUTIONS

ADDRESS:

850 S WHITE HORSE PIKE  
HAMMONTON NJ 08037-2019

SEQUENCE NUMBER:

0066374

EFFECTIVE DATE:

07/09/74

ISSUANCE DATE:

01/18/05

*John E. Tully*  
Director

FORM-BRC(08-01)

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

**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 **Telecom Integrity Group**

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 September 9, 2009 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

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

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

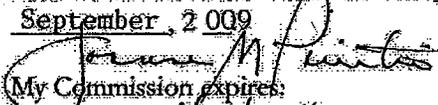
| Name of Stock or Shareholder | Home Address |
|------------------------------|--------------|
| See Attached                 |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |

**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: Civil Solutions, a division of Adams, Rehmann & Heggn Assoc. Inc.

Signed: \_\_\_\_\_ Title: Secretary  
 Print Name: Loretta G. Rehmann Date: September 24, 2009

Subscribed and sworn before me this 24 day of September, 2009  
  
 My Commission expires: 4/23/2011

  
 (Affiant)  
Loretta G. Rehmann  
 (Print name & title of affiant) (Corporate Seal)

**JOANNE M. PRIMITERA**  
 A NOTARY PUBLIC OF NEW JERSEY  
 MY COMMISSION EXPIRES 4/23/2011

## OWNERSHIP DISCLOSURE

FOR

CIVIL SOLUTIONS, A DIVISION OF ADAMS, REHMANN & HEGGAN ASSOCIATES, INC.  
AND ADAMS, REHMANN & HEGGAN ASSOCIATES, INC.

| <u>Name</u>        | <u>Home Address</u>                           | <u>Date of Birth</u> | <u>Office</u>  | <u>Ownership %</u> |
|--------------------|-----------------------------------------------|----------------------|----------------|--------------------|
| Chris R. Rehmann   | 150 Golden Eagle Drive<br>Hammonton, NJ 08037 | 6/22/40              | President      | 60%                |
| Richard A. Heggan  | 9 Moss View Lane<br>Hammonton, NJ 08037       | 9/6/46               | Vice President | 15%                |
| Robert R. Heggan   | 10 Spruce Drive<br>Medford, NJ 08055          | 5/2/41               | Vice President | 10%                |
| Richard S. Rehmann | 875 Central Avenue<br>Hammonton, NJ 08037     | 12/31/69             | Vice President | 15%                |



| Date      | Committee                                   | Amount     | Type of Committee | County     |
|-----------|---------------------------------------------|------------|-------------------|------------|
| 6/5/2009  | Italian American Democratic Association     | \$5,000.00 | CPC               | Bergen     |
| 5/22/2009 | Southern County Alliance                    | \$2,000.00 | CPC               | Camden     |
| 7/24/2009 | The Leaders Fund                            | \$4,000.00 | CPC               | Camden     |
| 5/8/2009  | Southern NJ Labor Advocacy Fund             | \$1,750.00 | PAC               | Camden     |
| 4/24/2009 | Newark Progressive Alliance                 | \$6,000.00 | CPC               | Essex      |
| 4/9/2009  | Deptford Democrat Executive Committee       | \$500.00   | MPC               | Gloucester |
| 5/22/2009 | Tri-County Citizens Alliance                | \$2,500.00 | CPC               | Gloucester |
| 2/26/2009 | Salem Co Dem Comm                           | \$175.00   | PPC               | Salem      |
| 8/14/2009 | Deims 2000                                  | \$250.00   | CPC               | Statewide  |
| 9/18/2009 | East Greenwich Democrat Socail Organization | \$500.00   | MPC               | Gloucester |
| 9/26/2009 | GTWPAC                                      | \$100.00   | PAC               | Camden     |
| 9/25/2009 | Southern County Alliance                    | \$5,000.00 | CPC               | Camden     |

**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 Civil Solutions a div of Adams, Rehmann & Heggan (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 Civil Solutions a div of Adams, Rehmann & Heggan Assoc. Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: Civil Solutions a division of Adams, Rehmann & Heggan Assoc. Inc.

Signed Loretta G. Rehmann Title: Secretary

Print Name Loretta G. Rehmann Date: September 24, 2009

Subscribed and sworn before me this 24th day of Sept, 2009. Loretta G. Rehmann (Affiant)

My Commission expires: 4/23/2011 Loretta G. Rehmann, Secretary  
(Print name & title of affiant) (Corporate Seal)

JOANNE M. PRIVITERA  
A NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 4/23/2011

**\*\*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.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

See Attached

|               |               |
|---------------|---------------|
| Name:         | Name:         |
| Home Address: | Home Address: |
| Name:         | Name:         |
| Home Address: | Home Address: |
| Name:         | Name:         |
| Home Address: | Home Address: |

Subscribed and sworn before me this 24 day of September 2009

(Notary Public)

*Joanne M. Privitera*

My Commission expires: 4/23/2011

*Loretta G. Rehmann*  
(Affiant)

Loretta G. Rehmann, Secretary  
(Print name & title of affiant)

(Corporate Seal)

JOANNE M. PRIVITERA  
A NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 4/23/2011

## OWNERSHIP DISCLOSURE

FOR

CIVIL SOLUTIONS, A DIVISION OF ADAMS, REHMANN & HEGGAN ASSOCIATES, INC.  
AND ADAMS, REHMANN & HEGGAN ASSOCIATES, INC.

| <u>Name</u>        | <u>Home Address</u>                           | <u>Date of Birth</u> | <u>Office</u>  | <u>Ownership %</u> |
|--------------------|-----------------------------------------------|----------------------|----------------|--------------------|
| Chris R. Rehmann   | 150 Golden Eagle Drive<br>Hammonton, NJ 08037 | 6/22/40              | President      | 60%                |
| Richard A. Heggan  | 9 Moss View Lane<br>Hammonton, NJ 08037       | 9/6/46               | Vice President | 15%                |
| Robert R. Heggan   | 10 Spruce Drive<br>Medford, NJ 08055          | 5/2/41               | Vice President | 10%                |
| Richard S. Rehmann | 875 Central Avenue<br>Hammonton, NJ 08037     | 12/31/69             | Vice President | 15%                |



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** ADAMS, REHMANN AND HEGGAN ASSOCIATES, INC.  
**Trade Name:** CIVIL SOLUTIONS  
**Address:** 850 S WHITE HORSE PIKE  
HAMMONTON, NJ 08037-2019  
**Certificate Number:** 0066374  
**Effective Date:** July 09, 1974  
**Date of Issuance:** October 07, 2009

**For Office Use Only:**  
20091007143754698

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

City Clerk File No. Res. 09-849  
Agenda No. 10.7.11  
Approved: OCT 14 2009  
TITLE:



## RESOLUTION AUTHORIZING AN EXTRAORDINARY UNSPECIFIABLE SERVICES AGREEMENT WITH PFM ASSET MANAGEMENT LLC, TO PROVIDE ASSISTANCE IN DETERMINING ARBITRAGE LIABILITY

**COUNCIL**  
of the following resolution:

offered and moved adoption

WHEREAS, the City of Jersey City (City) requires assistance in determining the arbitrage liability in connection with certain bond issues issued by the City; and

WHEREAS, the City has a need to acquire these services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the Chief Financial Officer has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the City desires to retain PFM Asset Management LLC, as financial advisor in connection with determining the arbitrage liability with certain bond issues issued by the City and to award a contract to such firm as an extraordinary unspecifiable services (EUS) contract pursuant to N.J.S.A. 40A:11-5(1)(a)(ii); and

WHEREAS, the Chief Financial Officer has certified that these services qualify as an EUS contract under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, PFM Asset Management LLC, has agreed to provide these services in accordance with the fee schedule listed below:

|                            |              |
|----------------------------|--------------|
| Managing Director          | \$525.00     |
| Senior Managing Consultant | \$380.00     |
| Consultant Level 4         | \$230.00     |
| Consultant Level 1         | \$135.00     |
| Support Staff              | \$75.00; and |

WHEREAS, the total contract amount shall not exceed \$100,000.00; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.4 et seq., PFM Asset Management LLC, has completed and submitted a Business Entity Disclosure Certification which certifies that PFM Asset Management LLC, has not made any reportable contributions to a political or candidate committee in the City of Jersey City in the previous one year, and that the contract will prohibit PFM Asset Management LLC, from making any reportable contributions through the term of the contract; and

WHEREAS, PFM Asset Management LLC, has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

OCT 14 2009

TITLE:

**RESOLUTION AUTHORIZING AN EXTRAORDINARY UNSPECIFIABLE SERVICES AGREEMENT WITH PFM ASSET MANAGEMENT LLC, TO PROVIDE ASSISTANCE IN DETERMINING ARBITRAGE LIABILITY**

WHEREAS, PFM Asset Management LLC, has submitted a Certification that it is in compliance with the City's Pay-to-Play Ordinance 08-128; and

WHEREAS, funds in the amount of \$100,000.00 are available in Account No. 2010-04-227-55-000-021.

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

1. The Mayor or Business Administrator is authorized to execute an extraordinary unspecifiable service contract, in substantially the form of the attached, with PFM Asset Management LLC, for providing assistance in determining the arbitrage liability in connection with certain bond issues issued by the City for a total contract amount not to exceed \$100,000.00;

2. The contract term shall be one year commencing on the date the contract is executed by City officials;

3. This contract is awarded as an Extraordinary Unspecifiable Services contract under the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(ii) because of the reasons stated in the EUS certification attached hereto;

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;

5. The award of this contract shall be subject to the condition that PFM Asset Management LLC, provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-1 et seq.;

*J.A.  
10/2/09*

6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Determination of Value Certification, and Certification of Compliance with the City's Pay-to-Play Ordinance 08-128, all of which are attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

7. The resolution authorizing the award of this contract and the contract itself shall be available for public inspection; and

OCT 14 2009

TITLE:

**RESOLUTION AUTHORIZING AN EXTRAORDINARY UNSPECIFIABLE SERVICES AGREEMENT WITH PFM ASSET MANAGEMENT LLC, TO PROVIDE ASSISTANCE IN DETERMINING ARBITRAGE LIABILITY**

I hereby certify that funds in the amount of \$100,000.00 are available in Account No.: 2010-04-227-55-000-021, P.O. No.: 98197 for payment of this resolution.

*Donna Mauer*

Donna Mauer, Chief Financial Officer

APPROVED: *Donna Mauer CFO*

APPROVED AS TO LEGAL FORM

APPROVED: *John Romano*  
Business Administrator

*Roy Reddy*  
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10/14/09 |     |     |      |               |     |     |      |               |     |     |      |
|--------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                        | ✓   |     |      | GAUGHAN       | ✓   |     |      | BRENNAN       | ✓   |     |      |
|                                                  |     |     |      | FULOP         | ✓   |     |      | FLOOD         | ✓   |     |      |
| LOPEZ                                            | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA          | ✓   |     |      |

✓ 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

**CERTIFICATION IN SUPPORT OF AWARDING A CONTRACT TO PFM ASSET MANAGEMENT LLC, AS AN EXTRAORDINARY, UNSPECIFIABLE SERVICE**

DATE: October 2, 2009  
TO: Municipal Council  
FROM: Donna Mauer, Chief Financial Officer  
SUBJECT: Contract for providing services in determining the City's arbitrage liability in connection with certain bond issues.

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

Firm: PFM Asset Management LLC  
Cost: not to exceed \$100,000  
Period: twelve (12) months  
Purpose: To provide services in determining the City's arbitrage liability

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

1. PFM Asset Management LLC (PFMAM) agrees to assist the City with meeting its arbitrage rebate requirements. This assistance will include a review of documents relating to the bond issues, note issues, the investments and disbursements of bond and note proceeds.
2. This contract meets the provisions of the statute and rules because the service is specialized and qualitative in nature requiring expertise and proven reputation in rebate calculations. This service requires a thorough knowledge and understanding of accounting principles, federal tax laws and extensive experience in the municipal bond market.
3. The services are of such specialized and qualitative nature that the performance of these services cannot be reasonably described by written specifications because they require extensive experience in arbitrage rebate calculations, municipal bonding, investing and knowledge of relevant tax laws.
4. It is impracticable to solicit quotes due to the specialized nature of the work. Few firms understand municipal arbitrage liability. PFM Asset Management has a proven track record with the city.
5. I have reviewed the rules and regulations of the Division of Local Government Services as contained in N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered as an Extraordinary, Unspecifiable Service in accordance with the requirements thereof.

Respectfully,



Donna Mauer  
Chief Financial Officer



**The PFM Group**

Public Financial Management, Inc.  
PFM Asset Management LLC  
PFM Advisors

Two Logan Square  
Suite 1600  
18<sup>th</sup> & Arch Streets  
Philadelphia, PA  
19103-2770

215 567-6100  
215 567-4180 fax  
www.pfm.com

October 5, 2009

Brian O'Reilly, Business Administrator  
City of Jersey City  
280 Grove Street  
Jersey City, New Jersey 07302  
(201) 547-4955 fax

Dear Mr. O'Reilly:

We are pleased to provide the City of Jersey City (the "City") with this job arrangement letter to undertake a consulting engagement to continue the process of preparing certain computations for the purpose of assisting the City in determining the arbitrage liability, if any, in connection with certain bond issues issued by the City.

BondResource Partners, LP (BRP) was acquired by The PFM Group in April 2009. This work is a continuation of the work begun by BRP. Our project plan anticipates that the core project team from BRP will continue on this engagement.

To the extent that data is available or can be estimated, our goal is to:

- Analyze the bond issue transactions in accordance with the arbitrage provisions contained in Section 148 of the Internal Revenue Code (the "Code").
- Read applicable sections of selected bond documents to determine relevant data necessary for the computations.
- Recompute the bond yield and agree the results to the relevant bond documents.
- Calculate the amount of arbitrage liability and yield restriction liability.
- Issue a detailed report to disclose and explain our conclusions.
- Issue an IRS Form 8038-T (if required) for each series, with instructions.

Our fees will be for the actual time and materials incurred based on our standard billing rates (schedule attached). Any out-of-pocket expenses (i.e., travel costs) will be billed at the actual amounts incurred. Interim billings will be submitted as work progresses, and invoices are due upon presentation.- See schedule below.

City of Jersey City  
Page 2  
October 5, 2009

|                            |        |
|----------------------------|--------|
| Managing Director          | \$525  |
| Senior Managing Consultant | \$380  |
| Consultant –level 4        | \$230* |
| Consultant – level 1       | \$135* |
| Support staff              | \$75   |

\*Consultant rates range from \$135 to \$230 depending on the number of years of experience and salary level. At BRP this was in two categories: staff and senior. The hourly rate for the present staff person assigned is \$135.

The management of the City is responsible for making available to us all financial records and related information and personnel with information of relevance to our engagement.

The objective of our work is to provide you with a report describing our steps, assumptions and the resulting arbitrage liability. Our consulting engagement will not be performed as an attest engagement in accordance with standards established by the American Institute of Certified Public Accountants. Our work cannot be relied upon to disclose errors, fraud or illegal acts that may exist and which might have been detected had we performed an audit in accordance with generally accepted auditing standards. Pursuant to professional standards, in the unusual event that we are unable to complete our engagement, we may decline to issue a report.

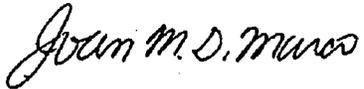
Our report will state that it is restricted to the parties named therein and may not be used or referred to for any other purpose.

The working papers prepared in conjunction with our work are the property of PFM Asset Management LLC (PFMAM), constitute confidential and proprietary information, and will be retained by us in accordance with PFMAM's policies and procedures.

Please confirm your agreement with the terms of this letter, including the attached PFMAM Engagement Terms (as detailed in Attachment I), by signing a copy of this letter and returning it to my attention. If you have any questions concerning this arrangement, please call me at 215-557-1272. We are pleased to have this opportunity to work together and look forward to a long and mutually satisfying relationship.

Very truly yours,

PFMAM



Joan M. DiMarco  
Managing Director

Enclosures

City of Jersey City  
Page 3  
October 5, 2009

**AGREED AND ACKNOWLEDGED:**

**City of Jersey City**

\_\_\_\_\_  
Brian O'Reilly

Title \_\_\_\_\_

**PFMAM PARTNERS ENGAGEMENT TERMS**

These terms apply to the engagement described in any arrangement letter referencing them but shall also apply to any additional work we are asked within 12 months of any such arrangement letter to perform for client (unless a separate arrangement letter is used).

1. **Cooperation and Participation.** PFMASSET MANAGEMENT LLC (PFMAM) shall be entitled to rely on all information provided by and decisions and approvals of client (and its counsel). Client's management shall be solely responsible for applying independent business judgment with respect to PFMAM's services and work product (including decisions on implementation or other further course(s) of action) and to be solely and exclusively responsible for such decisions. Although PFMAM will endeavor to be alert to any incorrect or missing data, and plans to apply its normal diligence in this regard, PFMAM shall nevertheless be entitled to rely on the accuracy and completeness of all information provided to us.

2. **Confidentiality.** PFMAM will maintain the confidentiality of client information of a confidential nature using the same degree of care it uses in maintaining its own confidential information. Client shall at no time disclose any of PFMAM's work product and other confidential material, or its role in this engagement, to any third party (except to a government agency or court, to the extent such filing is an agreed objective of this engagement) without PFMAM's prior written consent in each case. Client's use of PFMAM's work product from this engagement (except for copies of filed tax returns) shall in any event be restricted to the item's stated purpose (if any) and otherwise to client's internal business use only. Each of us retains the right in any event to use the ideas, concepts, techniques, industry data and know-how used or developed in the course of the engagement. Notwithstanding anything herein to the contrary, (i) no restriction in this agreement is intended to be nor shall be construed as a condition of confidentiality as such term is used in I.R.C. §§ 6011, 6111, 6112 and the regulations thereunder; and (ii) any corporation or individual who is a party to this agreement has PFMAM's authorization to disclose to any and all persons, without limitation of any kind, any entity, plan, arrangement or transaction (including every aspect thereof) with respect to which PFMAM, in connection with this agreement, does or is required to introduce, recommend, give advice, or otherwise provide consultation or services. Except as instructed otherwise in writing, each party may assume that the other approves of properly addressed fax, email (including email exchanged via Internet media) and voicemail communication of both sensitive and non-sensitive documents and other communications concerning this engagement, as well as other means of communication used or accepted by the other.

3. **Taxpayer Confidentiality Privileges; Use of Counsel.** The parties acknowledge that certain documents and other communications involving and/or disclosed to or by PFMAM may be subject to one or more claims of privilege by or on behalf of client (e.g., the attorney-client privilege; the I.R.C. § 7525 tax advisory privilege, etc.). Although client is solely responsible for managing the recognition, establishment and maintenance (e.g., possible waiver) of these possible protections (and for involving legal counsel as it deems necessary), PFMAM shall cooperate with client's reasonable written instructions regarding same.

4. **Agreed Upon Scope of Work.** PFMAM shall be obligated only for work or deliverables specified in the arrangement letter referencing these terms, and only for changes in such scope that are set forth in writing and duly executed by the parties hereto. To the extent all specific details of the engagement are not so documented, the parties shall work diligently and in good faith to document them at the request of either party. Unless expressly provided for, PFMAM's services do not include giving testimony or appearing or participating in discovery proceedings, in administrative hearings, in court, or in other legal or regulatory inquiries or proceedings.

5. **Access to Resources and Information.** Unless specified herein as the responsibility of PFMAM to provide, client shall have obtained for PFMAM on a timely basis any internal and third-party permissions, licenses or approvals that are required for PFMAM to perform the services contemplated hereunder (including use of any necessary software or data). Client shall also provide PFMAM with such information, signoffs and assistance as may be necessary to PFMAM's work or as PFMAM may reasonably request, and PFMAM's personnel assigned to any work hereunder shall not be assumed or deemed to have knowledge of information provided to others, whether external to or within PFMAM.

6. External Factors; Standards of Performance. Client acknowledges that this engagement will involve analysis, judgment and other performance from time to time in a context where the participation of the client or others is necessary, where answers often are not certain or verifiable in advance and where facts and available information change with time. Accordingly, evaluation of PFAM's performance of its obligations shall be based solely on its substantial conformance with any standards or specifications expressly set forth in this agreement and all applicable professional standards, any such nonconformance (and applicability) to be clearly and convincingly shown. If there are any changes in the relevant laws, regulations, industry, market conditions or other circumstances, including in the client's own business practices, PFAM has no responsibility to advise client of any such changes and client acknowledges the need for it to re-evaluate PFAM's preceding services and deliverables. PFAM reserves the right to in whole or in part decline to perform certain tasks if information comes to PFAM's attention indicating that performing such tasks could cause PFAM to be in violation of applicable law, regulations or standards or in a conflict of interest, or to suffer reputational damage.

7. Business Risk Allocations. With respect to any services, work product or other deliverables hereunder, or this engagement generally, PFAM's liability shall in no event exceed the fees it receives hereunder for the portion of the work giving rise to liability nor include any special, consequential, incidental or exemplary damages or loss (nor any lost profits, savings or business opportunity). Client shall upon the receipt of written notice indemnify PFAM and its affiliates, and their partners, principals and personnel, against all costs, fees, expense, damages and liabilities (including defense costs) associated with any third-party claim arising from or relating to: any services, work product or deliverables that client uses or discloses to others; or this engagement generally. The terms of this paragraph shall apply regardless of the nature of any claim asserted (including contract, statute, any form of negligence whether of client, PFAM or others, tort, strict liability or otherwise) and whether or not PFAM was advised of the possibility of the damage or loss asserted, but shall not apply to the extent finally determined to be contrary to any applicable law. Such terms shall also continue to apply after any termination of this agreement and during any dispute between the parties.

8. Arbitration - Any dispute arising out of or relating to this engagement, including the breach or termination thereof, shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Such arbitration shall be the sole and exclusive procedure for the resolution of any dispute and shall be final.

No arbitration award against PFAM shall exceed the fees that PFAM receives for the portion of the work giving rise to liability, nor shall any arbitration award include any special, consequential, incidental or exemplary damages or loss (nor any lost profits, savings or business opportunity). The place of arbitration shall be Philadelphia. Judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof.

9. Affiliates. Recognizing that at times PFAM's work may pertain not only to client but also to a parent, various of its subsidiaries, other affiliates, advisors and contractors, or to family members or related trusts, partnerships, partners, estates or foundations, client shall, as may be requested by PFAM from time to time (including subsequent to completion of the services), obtain written confirmation of their agreement to the terms of this letter. This agreement is binding on each party hereto and on each of its permitted successors, assigns and legal representatives. PFAM may authorize or allow its affiliates and contractors to assist in performing this letter and to share in PFAM's rights hereunder, provided any such party shall commit (as applicable) to be bound by the restrictions set forth in this letter and PFAM obtains such express commitments as are necessary.

10. General. This agreement, including its formation and the parties' respective rights and duties and all disputes that might arise from or in connection this letter or its subject matter, shall be governed by and construed in accordance with the laws of Delaware, without giving effect to conflicts of laws rules. Each party is an independent contractor with respect to the other and shall not be construed as having a trustee or fiduciary relationship. The letter, including this and any other incorporated attachments, sets forth the entire understanding between and among the parties regarding the subject matter addressed herein, supersedes all prior agreements, arrangements and communications and may not be modified or amended except by

City of Jersey City  
Page 6  
October 5, 2009

the mutual written agreement of both parties. If any term hereof is found unenforceable or invalid this shall not affect the other terms hereof, all of which shall continue in effect as if the stricken term had not been included.

## AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2009 between the City of Jersey City, a Municipal Corporation of the State of New Jersey ("City") and PFM Asset Management LLC(hereinafter referred to as ("PFMAM")).

### ARTICLE I

#### Purpose of Agreement

The purpose of this Agreement is for PFMAM to conduct a review of the Bond Issues to assist the City in meeting the requirements of the Arbitrage and Tax Certificates executed in connection the Bond Issues.

### ARTICLE II

#### Scope of Services

1. PFMAM shall perform for the City all the required services in accordance with the proposal dated **October 5, 2009**, prepared by PFMAM, which is attached hereto and made a part hereof by reference. This Agreement and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy among the provisions of this Agreement and the Proposal, the provisions of this Agreement shall govern over the Proposal.

2. Such described services shall be performed during a period of 12 months, commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and PFMAM. Any modifications which increase the compensation of PFMAM shall require the prior authorization of the governing body of the City.

### ARTICLE III

#### Contractual Relationship

1. In performing the services under this Agreement, PFMAM shall operate and have the status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, PFMAM shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.

2. PFMAM shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV  
Compensation and Payment

1. The total fee payable to PFMAM for the entire term of this Agreement shall not exceed \$100,000.00 This amount is based on the following fee schedule:

|                            |          |
|----------------------------|----------|
| Managing Director          | \$525.00 |
| Senior Managing Consultant | \$380.00 |
| Consultant-Level 4         | \$230.00 |
| Consultant-Level 1         | \$135.00 |
| Support Staff              | \$ 75.00 |

2. Compensation shall be due and payable to PFMAM upon receipt of a monthly statement by the City from PFMAM outlining services performed and/or rendered by PFMAM on behalf of the City during that month. The monthly statement from PFMAM shall specify the number of hours expended by PFMAM during that monthly reporting period in the performance of services on behalf of the City. PFMAM understands that said monthly statements must be submitted to the governing body of the City for approval prior to payment.

ARTICLE V  
Insurance

1. PFMAM shall purchase and maintain the following insurance during the term of this Agreement:

A. Comprehensive General Liability: including Premises Operations, and Products Completed Operations - covering as insured the PFMAM with not less than One Million (\$1,000,000) Dollars combined single limit for Bodily Injury and Property Damage Liability. The City of Jersey City, its agents, servants shall be named as additional named insured.

B. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of the PFMAM in the sum of One Hundred Thousand (\$100,000) Dollars (Statutory).

C. Professional Liability Insurance: covering as insured the PFMAM with not less than ONE MILLION DOLLARS (\$1,000,000) Limit of Liability. Said policy shall include an endorsement whereby the PFMAM indemnifies and holds harmless the CITY, its respective employees from all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission, or negligent act of the PFMAM or any one employed by the PFMAM.

2. The PFMAM agrees to procure and maintain insurance of the kinds and in the amounts herein above provided by insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Before commencing the work, the PFMAM shall furnish the City certificates of such insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage; and Workmen's Compensation Insurance, shall be kept in force until submission of the PFMAM's final invoice.

#### ARTICLE VI Termination

1. Either party shall have the right to terminate this Agreement in whole or in part without cause at any time upon two (2) weeks written notice. PFMAM shall be paid the amount earned by or reimbursable to PFMAM hereunder to the time specified in said notice. PFMAM shall have no further claim against the City with respect thereto.

#### ARTICLE VII Indemnity

The PFMAM shall be liable to and hereby agrees to indemnify and hold harmless the City and employees of the City from any damages and for any costs and expenses to which the City and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission, or negligent act of the PFMAM or anyone employed by the PFMAM in the performance of this contract.

#### ARTICLE VIII Entire Agreement

1. This agreement constitutes the entire agreement between City and PFMAM. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement

hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

ARTICLE IX  
Assignment

PFMAM shall make no assignment or transfer of this agreement or assign or transfer any part of the work under this agreement.

ARTICLE X  
Choice of Law

This agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this agreement shall be constructed in accordance with the laws of the State of New Jersey.

ARTICLE XI  
Modification

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the agreement.

ARTICLE XII  
Counter-parts

This agreement shall be executed in four counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

ARTICLE XIII  
Paragraph Headings

The paragraph headings in this agreement are for convenience only; they form no part of this agreement and shall not affect its interpretation.

ARTICLE XIV  
Severability

If any provision of this agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this agreement.

ARTICLE XV  
Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

ARTICLE XVI  
COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE  
ACTION PLAN

(A) If the Agreement exceeds \$21,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. ( Equal Employment Opportunity and Affirmative Action provisions).

(B) This Agreement shall not become effective and PFMAM shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity and Affirmative Action provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

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

- 1) A photo copy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or
- 2) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- 3) A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4

ARTICLE XVII

Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

City of Jersey City  
Management and Budget Office  
City Hall, 280 Grove Street, Rm 208  
Jersey City, N.J. 07302

Joan M. DiMarco  
PFM Asset Management LLC  
Two Logan Square, Suite 1600  
Philadelphia PA 19103-2270

ARTICLE XVIII

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XIX  
Political Contribution Prohibition

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Jersey City when the contract is awarded.

City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract (contributions made prior to September 23, 2008 are exempt) that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

Chapter 271 Political Contribution Disclosure

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the date set forth above.

ATTEST:

CITY OF JERSEY CITY

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

\_\_\_\_\_  
BRIAN O'REILLY  
Business Administrator

ATTEST:

\_\_\_\_\_  
PFM Asset Management LLC  
Joan M. DiMarco



**The PFM Group**

Public Financial Management, Inc.  
PFM Asset Management LLC  
PFM Advisors

Two Logan Square  
Suite 1600  
18<sup>th</sup> & Arch Streets  
Philadelphia, PA  
19103-2770

215 567-6100  
215 567-4180 fax  
www.pfm.com

September 25, 2009

Janis Feuchack  
City Hall  
Management & Budget  
280 Grove Street, Room 208  
Jersey City, New Jersey 07302

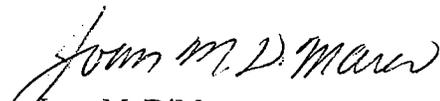
**RE: Pay to Play/EEO AA Forms**

Dear Janis:

Pursuant to your request, enclosed are the completed forms. As you know, PFM Asset Management LLC (PFMAM), a member of the PFM Group, acquired BondResource Partners LP on April 24, 2009. The forms now include the data on PFMAM as the current owner.

If you have any questions, please do not hesitate to contact me at 215 557 1272.

Sincerely,

  
Joan M. DiMarco

Enclosures

*New  
One*

# **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:

Jean 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@jcnj.org](mailto:abuanJ@jcnj.org)

## EXHIBIT A

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

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

## EXHIBIT A (Cont)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

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

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

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

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

Representative's Name/Title (Print): \_\_\_\_\_  
Joan DiMarco, Managing Director

Representative's Signature: Joan DiMarco

Name of Company: \_\_\_\_\_  
PFM Asset Management, LLC

Tel. No.: 215.567.6100 Date: September 24, 2009

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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

**Representative's Name/Title Print):** Joan DiMarco, Managing Director

**Representative's Signature:** Joan DiMarco

**Name of Company:** PFM Asset Management, LLC

**Tel. No.:** 215.567.6100

**Date:** September 24, 2009

## Sample Federal Letter of Approval

U.S. Department of Labor Employment Standards Administration Office of Federal  
Control Compliance Programs Newark Area Office 124 Evergreen Place, Fourth Floor  
East Orange, NJ 07108



February 27, 20\_\_

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 20\_\_.

We found no apparent deficiencies or violations of Executive Order 11266, as amended, Section 503 of the Rehabilitation Act of 1973 or 38 USC 2012 (the Vietnam Era Veterans Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Programs sincerely appreciates the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely, Area

Office Director.

Certification 36989  
**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**RENEWAL**

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

15-JUN-2008 to 15-JUN-2011

**PFM ASSET MANAGEMENT, LLC**  
**TWO LOGAN SQ. STE. 1600**  
**PHILADELPHIA PA 19103**



A handwritten signature in black ink, appearing to read "D. P. ...".

State Treasurer



**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY**

**DIVISION OF PUBLIC CONTRACTS EQUAL  
EMPLOYMENT OPPORTUNITY COMPLIANCE**

Form AA302

**Employee Information Report**

Form AA302  
Rev. 10/08

**STATE OF NEW JERSEY  
Division of Public Contracts Equal Employment Opportunity Compliance**

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT: READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$16.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.**

**SECTION A - COMPANY IDENTIFICATION**

|                                                                                                                                                       |                                                                                                                                                                                                                      |                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| 1. FID. NO. OR SOCIAL SECURITY<br><b>23-3087064</b>                                                                                                   | 2. TYPE OF BUSINESS<br><input type="checkbox"/> 1. MFG. <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE<br><input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER | 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY<br><b>179</b> |
| 4. COMPANY NAME<br><b>PFM Asset Management, LLC</b>                                                                                                   |                                                                                                                                                                                                                      |                                                            |
| 1. STREET<br><b>Two Logan Sq., Ste. 1600, Philadelphia/Philadelphia, PA 19103</b>                                                                     | CITY<br><b>Philadelphia/Philadelphia</b>                                                                                                                                                                             | STATE<br><b>PA</b>                                         |
| 6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)<br><b>PFM I, LLC (a Holding Co.), Philadelphia, PA 19103</b>                           |                                                                                                                                                                                                                      | ZIP CODE<br><b>19103</b>                                   |
| 7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER |                                                                                                                                                                                                                      |                                                            |
| 8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NY <b>One</b>                                                                |                                                                                                                                                                                                                      |                                                            |
| 9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT<br><b>35</b>                                                        |                                                                                                                                                                                                                      | 10. PUBLIC AGENCY AWARDED CONTRACT                         |

|                   |               |            |                               |
|-------------------|---------------|------------|-------------------------------|
| Official Use Only | DATE RECEIVED | ISSUE DATE | ASSIGNED CERTIFICATION NUMBER |
|                   |               |            |                               |

**SECTION B - EMPLOYMENT DATA**

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

| JOB CATEGORIES                                 | ALL EMPLOYEES                   |                |                  | PERMANENT MINORITY/ NON-MINORITY EMPLOYEE BREAKDOWN |          |              |          |           |          |          |              |          |           |
|------------------------------------------------|---------------------------------|----------------|------------------|-----------------------------------------------------|----------|--------------|----------|-----------|----------|----------|--------------|----------|-----------|
|                                                | COL. 1<br>TOTAL<br>(Cols 2 & 3) | COL. 2<br>MALE | COL. 3<br>FEMALE | MALE                                                |          |              |          |           | FEMALE   |          |              |          |           |
|                                                |                                 |                |                  | BLACK                                               | HISPANIC | AMER. INDIAN | ASIAN    | NON MIN.  | BLACK    | HISPANIC | AMER. INDIAN | ASIAN    | NON MIN.  |
| Officials/Managers                             | 61                              | 46             | 15               | 3                                                   | 1        |              | 1        | 41        | 2        |          |              |          | 13        |
| Professionals                                  | 84                              | 52             | 32               | 6                                                   | 2        |              | 2        | 42        | 3        |          |              | 2        | 27        |
| Technicians                                    |                                 |                |                  |                                                     |          |              |          |           |          |          |              |          |           |
| Sales Workers                                  |                                 |                |                  |                                                     |          |              |          |           |          |          |              |          |           |
| Office & Clerical                              | 34                              | 2              | 32               |                                                     |          |              |          | 2         | 2        |          | 1            | 2        | 27        |
| Craftworkers (Skilled)                         |                                 |                |                  |                                                     |          |              |          |           |          |          |              |          |           |
| Operatives (Semi-skilled)                      |                                 |                |                  |                                                     |          |              |          |           |          |          |              |          |           |
| Laborers (Unskilled)                           |                                 |                |                  |                                                     |          |              |          |           |          |          |              |          |           |
| Service Workers                                |                                 |                |                  |                                                     |          |              |          |           |          |          |              |          |           |
| <b>TOTAL</b>                                   | <b>179</b>                      | <b>100</b>     | <b>79</b>        | <b>9</b>                                            | <b>3</b> |              | <b>3</b> | <b>85</b> | <b>7</b> |          | <b>1</b>     | <b>4</b> | <b>67</b> |
| Total employment from previous Report (if any) |                                 |                |                  |                                                     |          |              |          |           |          |          |              |          |           |
| Temporary & Part-Time Employees                |                                 |                |                  |                                                     |          |              |          |           |          |          |              |          |           |

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

|                                                                                                                                                                                                                             |                                                                                                                                           |                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| 12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?<br><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?<br>1. YES <input type="checkbox"/> 1. NO <input checked="" type="checkbox"/> | 13. IF NO, DATE LAST REPORT SUBMITTED<br>NO. DAY YEAR<br><b>06 09</b> |
| 11. DATES OF PAYROLL PERIOD USED<br>From: <b>August 2009</b> To:                                                                                                                                                            |                                                                                                                                           |                                                                       |

**SECTION C - SIGNATURE AND IDENTIFICATION**

|                                                                                                      |                                          |                               |                                           |
|------------------------------------------------------------------------------------------------------|------------------------------------------|-------------------------------|-------------------------------------------|
| 16. NAME OF PERSON COMPLETING FORM (Print or Type)<br><b>Joan DiMarco</b>                            | SIGNATURE<br>                            | TITLE<br><b>Mng. Director</b> | DATE<br>NO. DAY YEAR<br><b>09 25 2009</b> |
| 17. ADDRESS NO. & STREET<br><b>Two Logan Square, Suite 1600, Philadelphia/Philadelphia, PA 19103</b> | CITY<br><b>Philadelphia/Philadelphia</b> | STATE<br><b>PA</b>            | ZIP CODE<br><b>19103</b>                  |

I certify that the information on this Form is true and correct.

WHITE - DIV. OF PUBLIC CONTRACTS EEO; CANARY - DIV. OF PUBLIC CONTRACTS EEO DP; PINK - PUBLIC AGENCY; GOLD - VENDOR

# INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

## IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM. SEND COPY OF CURRENT CERTIFICATE TO THE PUBLIC AGENCY. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business, check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

**ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

**ITEM 8** - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

**ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

**ITEM 11** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

### Racial/Ethnic Groups will be defined:

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15** - If the answer to item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN COPY FOR THE VENDOR'S OWN FILES. THE VENDOR IS TO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT AND FORWARD A COPY TO:

NJ Department of the Treasury  
Division of Contract Compliance & Equal Employment Opportunity  
P.O. Box 209  
Trenton, New Jersey 08625-0209  
Telephone No. (609) 292-5476

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : PFM Asset Management, LLC  
Address : Two Logan Square, Suite 1600  
Telephone No. : (215) 567-6100  
Contact Name : Joan DiMarco

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

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

**Non Construction Contracts**

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

**“New Jersey Business Registration Requirements”**

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.”



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** PFM ASSET MANAGEMENT LLC

**Trade Name:**

**Address:** ONE KEYSTONE PLAZA #200  
HARRISBURG, PA 17101

**Certificate Number:** 1155985

**Effective Date:** June 03, 2005

**Date of Issuance:** March 26, 2009

**For Office Use Only:**

20090326093404114

LFN 2006-7

March 7, 2006

# Local Finance Notice

Jon S. Corzine  
Governor

Susan Bass Levin  
Commissioner

Susan Jacobucci  
Director

## Contact Information

### Director's Office

V. 609.292.6613  
F. 609.292.9073

### Local Government Research

V. 609.292.6110  
F. 609.292.9073

### Financial Regulation and Assistance

V. 609.292.4806  
F. 609.984.7388

### Local Finance Board

V. 609.292.0479  
F. 609.633.6243

### Local Management Services

V. 609.292.7842  
F. 609.633.6243

### Authority Regulation

V. 609.984.0132  
F. 609.984.7388

### Mail and Delivery

101 South Broad St.  
PO Box 803  
Trenton, New Jersey  
08625-0803

Web: [www.nj.gov/dca/lgs](http://www.nj.gov/dca/lgs)

E-mail: [dla@dca.state.nj.us](mailto:dla@dca.state.nj.us)

### Distribution

Municipal and Freeholder Clerks  
Authority Executive Directors  
Fire District Commissioners  
Local Procurement Officials

## Pay-to-Play Laws Update February 2006

Since Chapters 19 (2004) and 271 (2005) took effect in early January 2006, the Division of Local Government Services has continued to work with public agencies<sup>1</sup> implementing the laws. This Local Finance Notice supplements previous Notices and provides additional information and guidance to assist public agencies to comply with the laws.

The Notice covers four subjects:

- A. Political Contribution Disclosures (Chapter 271)
- B. Public Exigencies (Chapter 19)
- C. Clarifications (both laws)
- D. Frequently Asked Questions (Chapter 19)

Local officials with responsibility for public contracting and their legal counsel should carefully review this material. The Division is providing guidance and all material should be reviewed, paying careful attention to its applicability to local circumstances. Public agencies should consult with legal counsel on action the agency takes, including but not limited to the preparation and completion of forms.

Over the next few months Division staff will be delivering Pay-to-Play presentations throughout the State. The schedule and contact information for these presentations is posted on the Division's Pay-to-Play website, along with all other pay-to-play documents at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p).

The Division will continue to address new issues and provide periodic guidance as necessary. The Frequently Asked Questions section of the website will be updated regularly.

Local officials with questions are urged to review the Local Finance Notices and Frequently Asked Questions sections of the website. Questions can be sent via e-mail to [lpcl@dca.state.nj.us](mailto:lpcl@dca.state.nj.us).

Finally, the Division has received many requests from local officials for sample fair and open "Request for Proposals/Qualifications" documents. To assist local officials in exchanging information, officials interested in "sharing"

<sup>1</sup> For the purpose of this Notice, a public agency is any government entity subject to the pay-to-play laws, as may be applicable to the circumstance.

their RFP's for use by other public agencies can submit them to the Division. The Division will then post them in the GovConnect Local Procurement Document Library so local procurement officials can access and download them.<sup>2</sup>

Documents can be e-mailed (Word format preferred, though we will also post PDF) to [lpcl@dca.state.nj.us](mailto:lpcl@dca.state.nj.us). The Division will not review or endorse any submissions; users must review documents for applicability and consistency with local procedures and the laws.

### A. Political Contribution Disclosure

The Division has developed model Political Contribution Disclosure (PCD) forms for use by public agencies (including boards of education) covered by N.J.S.A. 19:44A-20.26 (P.L. 2005, c.271, s2). The material includes instructions to vendors and a PCD form designed to meet statutory requirements.

The Division's Pay-to-Play website has individual forms for each county listing the names of public agencies with elected officials affected by the disclosure requirements. The forms also include public agency and vendor instructions.

The following notes will assist local officials in using the forms:

1. Public Agency Instructions: Officials should carefully review these instructions. It addresses a range of issues that must be considered when using the forms. It is very important that the user edit the County List to properly display the public agency's Legislative District. This will vary from agency to agency.
2. The Instructions allow submission of PCD forms in electronic form. If allowed by the agency (and the Division encourages their use if desired by contractors, if only as a space-saving tool), the cover sheet must be completed, signed, and kept on file. The agency should take care to properly store the electronic submission in the file (regardless of how submitted, it should be filed on magnetic media and stored with the contract documents).
3. Users should carefully review all the sample forms and edit them as necessary to ensure they do not conflict with any local practice, organization structure, or local process. Changes should be carefully reviewed to ensure they do not compromise the statutory disclosure requirements.
4. County specific forms can be downloaded in MS Word format from the website.
5. Users who require a different file format should contact the Division at [lpcl@dca.state.nj.us](mailto:lpcl@dca.state.nj.us). RTF versions are available upon request.

These forms can be used immediately.

### Verification of Disclosure

To receive a non-fair and open contract, a contractor must file with the agency a Business Entity Disclosure Certification (Certification) certifying that the contractor did not make a contribution that would bar award of the contract, and a Political Contribution Disclosure listing contributions. As both forms are relevant to pay-to-play compliance, the contracting agent (or other appropriate individual) is obligated to review the forms to ensure that PCD disclosures are not inconsistent with the Certification.

In other words, the PCD must be reviewed to ensure that no listed contributions were made to the local party committee or candidate committee during the previous 12 months by individuals barred from

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<sup>2</sup> Enrollment procedures for the Local Procurement role of GovConnect can be found at [www.nj.gov/dca/surveys/ppsurvey.htm](http://www.nj.gov/dca/surveys/ppsurvey.htm)

making reportable contributions. Since the agency has both forms, it has an **inherent obligation** to verify that they are consistent.

There is an important difference between the two laws that must be taken into account during this review. The PCD includes contributors that **are not** barred from making reportable contributions: i.e., a contribution from a partner with less than 10% ownership (or a spouse) must be reported on the PCD, **but** the contribution is not barred under Chapter 19 (only someone with 10% ownership or more is barred from contributing).

It is strongly recommended that recipients of non-fair and open contracts also complete the standard Stockholder Disclosure Certification ("Chapter 33," used in public bidding). This is useful because the Stockholder form defines interest in the same manner as Chapter 19 and the PCD does not include the relationship of contributor or percentage of ownership. The Stockholder Disclosure can be checked to verify if a contributor to a local party committee or candidate committee listed on the PCD would bar the contractor from receiving the contract.

To summarize, the recommended practice for Political Contribution Disclosures is as follows:

1. Vendors must file a PCD with the agency at least 10 days prior to award of a non-fair and open contract.
2. Vendors should also file a Stockholder Disclosure Certification with the PCD.
3. The contracting agent (or other appropriate individual) should review the PCD to see if anyone made contributions to the political and candidate committees listed on the Business Entity Disclosure Certification.
4. If any contributions are found, review the Stockholder Disclosure Certification to determine if the contributor is listed. If the person owns more than 10%, the business is barred from being awarded the contract and the agency attorney should be consulted on what steps to take.

## **B. Public Exigencies and Chapter 19**

A provision of Chapter 19 at N.J.S.A. 19:44A-20.12 allows the State Treasurer to waive the provisions of Chapter 19 in cases of a "public exigency." The procedure is memorialized in an early January 2006 memorandum from the State Treasurer to the Director of the Division of Local Government Services which continues until it is amended by subsequent action of the Treasurer. The memo can be viewed under "Public Exigency" on the website. The procedures also apply to county colleges.

The process addresses two elements: emergencies and "other exigencies." The procedures follow below.

### **1. Emergencies**

- a. When a contracting unit experiences an emergency that meets the requirements of law, a waiver of Chapter 19 is automatically granted, as long as the requirements of the Local Public Contracts Law, specifically N.J.S.A. 40A:11-6 and the rules at N.J.A.C. 5:34-6.1, are met.
- b. The first requirement that must be met is there must be an emergency that affects the public health, safety, or welfare which requires the immediate delivery of goods or performance of services.

- c. Secondly, the determination of the emergency must be made pursuant to a "chain of command" of designated local officials which ensures oversight of the decision-making process (N.J.A.C. 5:34-6.1)
- d. Within 30 days after the declaration of the emergency, the agency must file a report of the emergency on a form developed by the Director. The Emergency Procurement Report form is on the Pay-to-Play website.
- e. Contracts stemming from the formal declaration of an emergency by the Governor are automatically covered under the law and do not require the filing of a report with the Director.

## 2. Other Public Exigencies

The other public exigency involves a contract for specific goods or services that:

- a. Must be provided by a specific vendor; and,
- b. The timing of the procurement does not make compliance with the Chapter 19 fair and open process practical or possible; and
- c. The procurement is consistent with the intentions of pay-to-play laws.

An example of this would be a procurement where the goods or services are only available from a single source and either local policy or vendor action prevents or stymies application of the law. In these cases, the public agency can request approval from the Treasurer.

The procedure requires the agency to file a request for approval of a Public Exigency Waiver of Chapter 19 with the Director of the Division of Local Government Services. The Director will review the request and forward a recommendation to the State Treasurer. The Treasurer will review the request and Director's recommendation and make a determination which will be sent to the agency. The form is available on the pay-to-play website.

## C. Clarifications

Since the law took effect on January 1, 2006, the Division has consulted with the Division of Law to resolve a number of implementation issues. While some remain unresolved, the following guidance may assist local officials in applying the law to local circumstances.

### 1. Amendments to professional service contracts executed prior to 1/1/06

Modifications to professional service contracts which were originally executed prior to 1/1/06 and now require action by the governing body trigger adherence to pay-to-play. Given the variety of circumstances where contract modifications may be necessary (i.e., increases in litigation cost, changes on a construction project requiring additional engineering work) applying the provisions of a fair and open process or non-fair and open process pursuant to local policies may seem perplexing.

Regardless of the circumstances, modifications must be based on a fair and open or non-fair and open process (see also aggregation procedures below). In most cases, executing a non-fair and open contract may be the most practical, unless policies adopted by the agency do not allow that alternative. In those cases, the only alternative is a fair and open procurement, which should include evaluation criteria which references the value of familiarity with both the contract and the work being done. While this effort may offset the practicality of the process, the law offers no specific alternative.

The circumstances under which contract modifications are necessary cannot be predicted, particularly in those cases where public agencies use non-fair and open contracts. In these cases, it is prudent for

the agency to advise their existing professional services contractors that if they make reportable contributions after 1/1/06 they may be barred from a contract change or extension. A problem would arise because a contractor who cannot certify that they have made no reportable contributions in the previous twelve months is barred from executing a contract amendment under a non-fair and open process.

In addition, contract amendments initiated by the governing body will now require a contractor to meet the requirements of submitting a Chapter 271 Political Contribution Disclosure filing as part of that modification.

An exception to this limitation may occur if there is a bona fide emergency allowing the immediate award of a modification (see Section B above).

## **2. Choices of legal newspapers**

While State law limits choices and rates of official newspapers, there is often competition for the service in a given territory. In addition, the practice of some municipalities or laws may provide individual boards of a single agency (i.e., planning and zoning boards, board of health, and governing body) the authority to choose its own newspaper, within the parameters of State law. Each such agency can make its own decision on using a fair and open or non-fair and open process.

It is the value of the contract to the entity making the decision, not the public agency as a whole that drives the contracting process. For example, a Planning Board and Zoning Board, each with statutory authority to enter into contracts, routinely spend approximately \$10,000 a year in legal advertising. In this case, the decision of each board to choose its newspaper does not involve pay-to-play because each contract is less than \$17,500. At the same time, if the Township Council spends \$20,000 a year, the decision of the Council is subject to pay-to-play procedures. The awards do not involve aggregating amounts between agencies.

## **3. Perishable Food Purchases**

A number of public agencies routinely purchase perishable foods from vendors on a periodic quotation basis (it is an exception to bidding). The non-fair and open process may be the most practical way to enter into these contracts. In those agencies where governing bodies have decided only to use a fair and open process, local officials may want to consider the following (or appropriate variations) procedures:

- a. If immediate purchases are necessary, consider the use of the emergency procedure described above, and continue with quotation practices. Given local circumstances, it may be appropriate to use the Chapter 271 Political Contribution Disclosure waiver under the "substantially completed" guidance of the Governor's Statement upon Signing, while at the same time diligently pursuing award of fair and open contracts.
- b. The Request for Proposals should include the following criteria:
  - i. Solicit fair and open contracts with a two-year term and allow for a two-year contract extension.
  - ii. The contracts should be specified as being open-ended, with prices to be solicited periodically and when goods are needed.
  - iii. The terms and conditions of those proposals should set appropriate vendor qualifications.

- iv. The criteria for award of the contract should permit contracts to be awarded to all bidders that meet all terms and conditions.
- c. Open-ended contracts can be awarded to all qualified vendors. The contracting agent can periodically solicit quotations and issue purchase orders as necessary. Political Contribution Disclosures are required of all vendors awarded contracts.

#### **4. Chapter 271, Section 3 Reporting**

The Division has consulted with the Election Law Enforcement Commission concerning the "Section 3" report required under Chapter 271 (N.J.S.A. 19:44A-20.27). This section requires vendors that receive more than \$50,000 in public contracts to annually report political contributions to ELEC.

ELEC has advised the Division that vendors do not have to file reports until ELEC develops and adopts rules. Once those rules are adopted, public agencies will be advised of their effect, with further guidance on the role and responsibilities of public agencies provided at that time. It is likely that these rules will not go into effect until the end of the year, requiring reporting for 2006 contributions sometime in 2007.

Thus, until then, no action concerning the Section 3 report is required by public agencies. Previously issued guidance on advising vendors about the disclosure in contracts can continue to be applied.

#### **5. Confidential Law Enforcement Purchases**

A number of counties and local police departments have inquired about purchasing "special equipment for confidential investigation" that are exempt from public bidding when approved by the Attorney General (through the Division of Criminal Justice). Applying the public award provisions of Chapter 19 would be contrary to the public policy behind the bidding exception.

The Department of Law and Public Safety is currently working with the State Treasurer to develop procedures to provide relief for this scenario. A resolution is expected shortly. Agencies with immediate needs for such equipment should work through their County Prosecutor for specific actions to take pending resolution of the issue.

#### **6. Contract Amendments, Aggregation and Pay-to-Play**

Of ongoing concern to public agencies is how to apply pay-to-play provisions when a contract with a vendor originally estimated to fall below the \$17,500 threshold proves incorrect and the contract needs to be increased over \$17,500. The original guidance recommended that public agencies borrow the principles of the "aggregation rules" of N.J.A.C. 5:34-8.2 et seq. This remains in affect and should be applied in the following manner:

To help public agencies apply the aggregation principle, the following guide can be used as appropriate to specific agency circumstances (and should include consultation with legal counsel accordingly):

- If the amount of additional work brings the total contract value to less than \$20,125 (\$17,500 plus 15%), the purchasing agent can award the contract as if the award were less than \$17,500. This is based on principles found in the Local Public Contracts Law Rules allowing flexibility under these circumstances.
- If the additional work brings the total contract over \$20,125 the following principles should be applied:

- If the additional work and any work of the same nature are anticipated in the following year, which would result in a total contract value of less than \$35,000, the governing body should decide via resolution to apply pay-to-play or not to apply it. If they decide to apply it, they must make their own decision concerning a fair and open or non-fair and open approach.
- If the additional work and any work of the same nature in the following year results in a total contract in excess of \$35,000, pay-to-play principles of fair and open or non-fair and open apply.

If contract amendments result in a conclusion to apply a non-fair and open process, the contractor will be required to file a Business Entity Disclosure Certification (pursuant to Chapter 19) and a Political Contribution Disclosure (for all covered agencies). Boards of Education are not required to have the vendor file the Business Entity Disclosure Certification.

#### D. Frequently Asked Questions

The following are new Frequently Asked Questions and answers. A consolidated FAQ has been posted on the Pay-to-Play website (including these questions). All FAQ's should be carefully reviewed; they include information that may be applicable to all agencies.

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Q. If professional services are contracted through a fair and open process, is the 40A:11-5(b) public notice after award required?

No. The use of a fair and open process is synonymous with the purpose of the public bidding. The fair and open process satisfies the intended public purpose by requiring the publication of a notice after a professional services contract is awarded without public bidding.

Q. Are grants awarded by a governing body considered contracts under the law? For example: Workforce Investment Board [WIB] job training grants, non-profit housing grants, or Community Development Block Grants.

Generally yes, as most grants follow a process that meets the fair and open criteria; the non-fair and open process is also available for those that do not meet the fair and open standard.

Grants to individuals or payments to businesses on behalf of individuals for social services (i.e., housing, medical support) are not covered as they are not made to businesses.

Q. How does Pay-to-Play affect land and building transactions?

The Local Lands and Building Law (N.J.S.A. 40A:12-1 et seq.) provides a fair and open process for selling land. When the law is followed, no additional action is needed.

Acquisition of property:

- A State program (i.e., Farmland Preservation or Garden State Trust) that provides a public process for identifying and choosing parcels is considered fair and open.
- When a specific parcel is desired for other purposes, the government unit can apply for exigency approval if fair and open or non-fair and open processes are not practicable.

Q. Public agencies that are health care providers such as public hospitals or long-term care facilities can participate in cooperative purchasing programs with other health care organizations or non-profit organizations pursuant to N.J.S.A. 30:9-87. Are contracts made under that statute, such as purchases through the New Jersey Hospital Association (NJHA), considered fair and open?

Yes. The Division has reviewed the procedures used by the NJHA and its cooperative purchasing partner and find that they meet the substantive requirements of the fair and open process. To ensure compliance, however, the public agency should include a web link on its website linking to bid calendar information on the website of the contractor conducting the procurement process ([www.novationco.com/suppliers/bids.asp](http://www.novationco.com/suppliers/bids.asp)). This procedure does not eliminate the responsibility of the public agency to publish notices of award pursuant to N.J.S.A. 30:9-88.

Q. If a contract is awarded to procure a single good does the term of the contract extend beyond delivery? Does this change if the contract includes a service agreement?

No. The term of a contract for a specific item expires when that item is accepted, even if the item carries a warranty period as provided by the manufacturer. If there is a separate agreement or rider to the contract that establishes an ongoing maintenance or service agreement then the term of the contract will expire with the expiration of the service agreement.

Q. Are there specific wording requirements for fair and open contract award resolutions, i.e., must they include specific language, similar to that which would be done for "non-fair and open" contracts?

It is advisable that language such as "Whereas, the contract was awarded through a fair and open process, pursuant to N.J.S.A. 19:44A-20.4 et seq." be included in the award resolution, however this is not a requirement. A special resolution is not required.

Q. Are Political Contribution Disclosure Statements required for banks, insurance companies, and public utilities, as they are exempt from Chapter 19 non-fair and open requirements?

Because PCDs reflect contributions made by partners, boards of directors, spouses, etc., they **are required** when contract awards are made to **insurance companies and banks**. For banks, a contract is effectively awarded when the governing body passes a resolution designating the bank as an official depository. The PCD would be required 10 days prior to the passage of a depository designation resolution. Bank resolutions made in January 2006 would not be covered by this provision given when the law took effect; but would be required for any designations after that time.

PCDs are **not** required for **regulated public utility** services, as the agency is required by the Board of Public Utilities to use a specific utility. The governing body does not "award" a contract to the utility, as the agency has no choice but to use the company. This exception does not apply to non-regulated public utility services, such as generated energy (not tariffed), or long-distance phone services where other procurement practices are used.

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Approved: Susan Jacobucci, Director

### Table of Web Links

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| 3    | Website             | <a href="http://www.nj.gov/dca/lgs/p2p">www.nj.gov/dca/lgs/p2p</a>                                                             |
| 3    | N.J.S.A. 40A:11-6   | <a href="http://tinyurl.com/lu4ds">http://tinyurl.com/lu4ds</a>                                                                |
| 3    | N.J.A.C. 5:34-6.1   | <a href="http://www.nj.gov/dca/lgs/rules/existing/5_34/njac_5346.pdf">www.nj.gov/dca/lgs/rules/existing/5_34/njac_5346.pdf</a> |
| 3    | Pay-to-Play website | <a href="http://www.nj.gov/dca/lgs/p2p">www.nj.gov/dca/lgs/p2p</a>                                                             |
| 6    | Pay-to-Play website | <a href="http://www.nj.gov/dca/lgs/p2p">www.nj.gov/dca/lgs/p2p</a>                                                             |

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

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that PFM Asset Management, LLC (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract PFM Asset Management, LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: PFM Asset Management, LLC

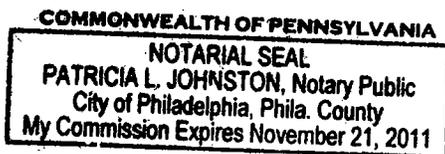
Signed *Joan M. DiMarco* Title: Managing Director

Print Name: Joan DiMarco Date: September 24, 2009

Subscribed and sworn before me  
this 25<sup>th</sup> day of Sept., 2009.  
My Commission expires:

*Patricia L. Johnston*  
(Affiant)

\_\_\_\_\_  
(Print name & title of affiant) (Corporate Seal)



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

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8  
◁NAME OF CONTRACTING AGENCY▷

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

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

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

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

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

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

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

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

**Temporary and Executing**

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

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

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

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

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

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

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

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

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

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

Part I – Vendor Affirmation

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

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

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability ~~Company~~ ^{Corporation}
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
PFM I, LLC (a Holding Company)	Two Logan Square, Suite 1600 Philadelphia, PA 19103

Part 3 – Signature and Attestation:

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

Name of Business Entity: PFM Asset Management, LLC

Signed: Joan DiMarco Title: _____

Print Name: Joan DiMarco Date: September 24, 2009

Subscribed and sworn before me this <u>25th</u> day of <u>Sept.</u> , 2009	<u>Patricia L. Johnston</u> (Affiant)
My Commission expires:	COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL PATRICIA L. JOHNSTON, Notary Public City of Philadelphia, Phila. County My Commission Expires November 21, 2011

(Print name & title of affiant) (Corporate Seal)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

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

City Clerk File No. Res. 09-850

Agenda No. 10.Z.12

Approved: OCT 14 2009

TITLE:



RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO HOLT, MORGAN, RUSSELL ARCHITECTS, IN CONNECTION WITH THE LOEWS THEATER - HISTORIC STRUCTURES REPORT, PROJECT NO. 2010-007 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE AND THE FRIENDS OF THE LOEWS, INC., A NON-PROFIT CORPORATION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City executed a lease on October 15, 2004, with the Friends of the Loew's Inc., for Block 1863, Lot N24 (the Loew's Theater), adopting Ordinances 04-033, amended by Ordinance 04-073 to approve the execution of a lease with the Friends of the Loew's Inc.; and

WHEREAS, as the result of subsequent negotiations over the lease terms, the parties have agreed to modify the Lease by execution of a Memorandum of Understanding; and

WHEREAS, by adoption of Ordinance 09-061 on May 20, 2009, the City of Jersey City approved the modification of the Lease and adoption of the Memorandum of Understanding in the form attached, subject to such modification as the Corporation Counsel or Business Administrator deems appropriate or necessary; and

WHEREAS, the Memorandum of Understanding in the form attached designated an historic preservation architect as acceptable to both parties; and

WHEREAS, on June 30, 2009, the Memorandum of Understanding was executed with the approval of the Business Administrator and the Corporation Counsel; and

WHEREAS, the City is acquiring these services as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.8 (Pay to Play Law); and

WHEREAS, Holt Morgan Russell Architects, 821 Alexander Street, Suite 115, Princeton, New Jersey 08540, possesses the necessary qualifications to undertake this project and has submitted the attached proposal dated August 27, 2009; and

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

WHEREAS, these funds are available for this expenditure from Account Nos:

04-215-55-854-991 P.O. No. 98230 \$92,500.00

WHEREAS, Eric Holtermann, has completed and submitted a Business Entity Disclosure Certification which certified that Holt, Morgan, Russell Architects, has not made any reportable contributions to the political or candidate committees listed in the Business entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit Holt, Morgan, Russell Architects from making any reportable contributions during the term of the contract; and

WHEREAS, Eric Holtermann, submitted a Chapter 271 Political Contribution Disclosure Certification on behalf of Holt, Morgan, Russell Architects; and

*B.R.
10-2-09*

OCT 14 2009

TITLE:

RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO HOLT, MORGAN, RUSSELL ARCHITECTS, IN CONNECTION WITH THE LOEW'S THEATER - HISTORIC STRUCTURES REPORT, PROJECT NO. 2010-007 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE AND THE FRIENDS OF THE LOEWS, INC., A NON-PROFIT CORPORATION.

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

1. The Mayor or Business Administrator is authorized to execute a service agreement with the firm of Holt, Morgan, Russell Architects for a lump sum fee not to exceed NINETY-TWO THOUSAND FIVE HUNDRED (\$92,500.00) DOLLARS.
2. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution.
3. This Agreement shall be subject to the condition that Holt Morgan Russell Architects 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 Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008, attached hereto and incorporated herein by reference, shall be placed on file with this resolution
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution; and
6. In accordance with the Memorandum of Understanding, the aforesaid service agreement shall specify that in all matters the client of Holt, Morgan, Russell Architects for Project 2010-007 shall be "Friends of Loew's, a New Jersey not for profit corporation."

D.A.
10/11/09

I, Donna Mauier (DONNA MAUER), as Chief Financial Officer, hereby certifies that these funds are available for this expenditure in Account No. 04-215-55-854-991 for payment of the above Resolution. PO # 98230

ab
October 1, 2009

APPROVED: _____
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Petter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

LEGISLATIVE FACT SHEET

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

1. FULL TITLE OF LEGISLATION:

RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO HOLT, MORGAN, RUSSELL ARCHITECTS, IN CONNECTION WITH THE LOEW'S THEATER - HISTORIC STRUCTURES REPORT, PROJECT NO. 2010-007, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE AND THE FRIENDS OF THE LOEWS, INC., A NON-PROFIT CORPORATION

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

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

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

To perform Historic Structures Report of the Loew's Theater.

4. ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:

The preparation of a Historic Structures Report is an essential component of the City's application for Loew's Theater to be placed on the National Register of Historic Places. Register listing benefits the City as the project will then be eligible for additional County, State and Federal funding, assuring a place as for future generations.

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

Account No. 04-215-55-854-991 for a total cost not to exceed NINETY-TWO THOUSAND FIVE HUNDRED 00/100 DOLLARS (\$92,500.00).

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

Upon notification of award

7. ANTICIPATED COMPLETION OF PURCHASE DATE:

180 days after award

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.


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

10-6-09
October 6, 2009

CITY OF JERSEY CITY

Requisition #
0147684

Assigned PO #

Requisition

Vendor
HOLT MORGAN RUSSELL
ARCHITECTS, P.A.
821 ALEXANDER ROAD, SUITE 115
PRINCETON NJ 08540
HO271530

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

Dept. Ship To
575 ROUTE 440
JERSEY CITY NJ 07305

Contact Info
GLENN A. WRIGLEY
0005475900

Quantity	UOM	Description	Account	Unit Price	Total
1.00	1	LOEW'S THEATER	04-215-55-854-991	92,500.00	92,500.00

LOEW'S THEATER - HISTORIC STRUCTURES REPORT

PROJECT NO. 2010-007

RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO HOLT, MORGAN, RUSSELL ARCHITECTS, IN CONNECTION WITH THE LOEWS THEATER HISTORIC STRUCTURES REPORT, PROJECT NO. 2010-007 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE AND THE FRIENDS OF THE LOEWS, INC., A NON-PROFIT CORPORATION

RECEIVED
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Affirmative Action
2009 OCT -7 AM 10:51

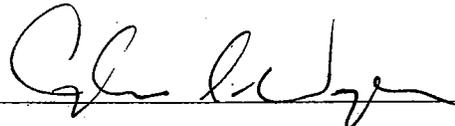
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Requisition Total 92,500.00

Req. Date: 10/01/2009

Requested By: AUDREY

Buyer Id:

Approved By: 

This Is Not A Purchase Order

AGREEMENT

Agreement made this day of 2009, between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY"), the Friends of the Loews, Inc., a Non-Profit Corporation ("FOL"), and **HOLT, MORGAN, RUSSELL ARCHITECTS, 821 ALEXANDER ROAD, SUITE 115, PRINCETON, NEW JERSEY 08540** ("CONSULTANT").

WHEREAS, the City/FOL requires the services of a **professional Architectural Firm** in connection with the City's **the Loews Theater - Historic Structures Report**.

WHEREAS, Consultant has the skills and expertise necessary to undertake this project in matters relating to **the preparation of a historic structures report**.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Purpose of Agreement

The purpose of this agreement is for CONSULTANT to provide the CITY/FOL with professional **Architectural Firm** services in connection with **the Loews Theater - Historic Structures Report**.

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY/FOL all of the required professional **Architectural Firm** services in accordance with the proposal prepared by the CONSULTANT dated **August 27, 2009**.
2. Such described services shall be performed during a period of **six (6) months**.

COPY

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the CITY/FOL and CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY/FOL.

ARTICLE III

Contractual Relationship

1. In performing the services under this Agreement, CONSULTANT shall operate and have status of an independent contractor and shall not act as an agent or employee of CITY/FOL. As an independent contractor, CONSULTANT shall be solely responsible for determining how the consulting services described in the Scope of Services are to be performed.

2. CONSULTANT shall perform the services to be furnished under this Agreement with a degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV

Compensation and Payment

1. Compensation for the performance of professional services described in this Agreement will be on a monthly basis in accordance with the attached proposal dated **August 27, 2009** with a total cost not to exceed **NINETY-TWO THOUSAND FIVE HUNDRED AND 00/00 (\$92,500.00) DOLLARS**.

2. CONSULTANT shall submit to CITY/FOL invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached proposal prepared by CONSULTANT. CONSULTANT understands that said invoices must be submitted to the governing body of CITY/FOL for approval prior to payment.

ARTICLE V

Insurance

1. CONSULTANT shall purchase and maintain the following insurance during the terms of this Contract.

- A. **Comprehensive General Liability:** including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured the CONSULTANT with not less than FIVE HUNDRED THOUSAND (\$500,000) DOLLARS combined single limit for Bodily Injury and Property Damage Liability. The CITY OF JERSEY CITY, its agents, servants shall be named as additional insured.
- B. **Automobile Liability Coverage:** covering as insured the CONSULTANT with not less than FIVE HUNDRED THOUSAND (\$500,000) DOLLARS combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.
- C. **Workmen's Compensation Insurance:** benefit securing compensation for the benefit of the employees of the CONSULTANT in the sum of ONE HUNDRED THOUSAND (\$100,000) DOLLARS (Statutory).
- D. **Professional Liability Insurance:** covering as insured the CONSULTANT with not less than FIVE HUNDRED THOUSAND (\$500,000) DOLLARS limit of liability.

Before commencing the work, the CONSULTANT shall furnish the CITY/FOL certificates of such insurance upon execution of this Contract. All certificates, with the exception of the one for professional liability insurance, shall name the City of Jersey City as an additional insured.

3. The insurance policies described in this Article shall be kept in force for the 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 substantial completion of construction.

ARTICLE VI

Personnel of the Consultant

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY/FOL, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY/FOL 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/FOL and the CONSULTANT.

ARTICLE VII

Progress Report

The CONSULTANT shall prepare and send to the CITY/FOL on a **Bi-Monthly** basis a progress report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

ARTICLE VIII

Suspension or Termination

1. **Termination:** CITY/FOL and CONSULTANT shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice. Upon receipt of a 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/FOL with respect thereto.

2. **Suspension:** CITY/FOL 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/FOL, 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/FOL 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/FOL with respect thereto.

ARTICLE IX

Mediation

1. Any disputes or claims arising out of this Agreement, or breach thereof shall be initially submitted to non-binding Mediation. Following issuance of a notice of claim, the Mediator

shall be chosen by each party to the dispute providing the other party with three to five names of proposed mediators, within two weeks of the issuance of the Notice of Claim. The proposed mediators shall be retired New Jersey Judges, attorneys with construction litigation experience, licensed New Jersey Mediators, or licensed New Jersey Architects with mediation experience. Along with the names, each party shall provide to the other party biographical information regarding each of its proposed mediators and a statement as to whether there has been any professional or personal relationship between the proposed mediator and the party. If any of the same names appear on both lists, one of those individuals will serve as mediator. If there is no uniformity between the lists, and no agreement can be reached between the parties, each party shall have the opportunity to delete two mediators from the other party's list and the mediator shall be randomly selected from the remainder by a neutral party. The mediation shall occur within 90 days of the selection of the mediator.

2. Any disputes or claims arising out of this Agreement, or breach thereof, which are not resolved by way of mediation shall be submitted to Arbitration, before 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/her award.

3. A demand for arbitration shall be in writing no later than five (5) business days after the conclusion of the mediation procedure set forth in Paragraph 1 of this section.

4. All costs related to the payment of the Mediator and Arbitrator shall be divided equally among the parties to the proceeding.

ARTICLE X

Nondiscrimination

In connection with the performance of work under this Contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

ARTICLE XI

Compliance with Equal Employment Opportunity/Affirmative

Action Plan

1. If the Contract Agreement exceeds \$21,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and Additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

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

- a. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or

- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

ARTICLE XII

COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Consultant is required to read Americans With Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

ARTICLE XIII

Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY/FOL and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death, resulting solely from negligent acts, errors, or omissions of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this Contract. Said agreement shall indemnify the CITY/RPA, and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

ARTICLE XIV

ENTIRE AGREEMENT

1. This Agreement constitutes the entire agreement between CITY/FOL 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, statement or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XV

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

MANDATORY BUSINESS REGISTRATION REQUIREMENTS

Non Construction Contracts

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

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

POLITICAL CONTRIBUTIONS PROHIBITION

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L.2004, c. 19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party

is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office to the City of Jersey City when the contract is awarded.

ARTICLE XVII

CHAPTER 271 POLITICAL CONTRIBUTION DISCLOSURE

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005,c271) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

CITY OF JERSEY CITY

ATTEST

BRIAN O'REILLY
Business Administrator

ROBERT BYRNE
City Clerk

Date: _____

Date: _____

FRIENDS OF THE LOEWS, INC.

Name

Date: _____

ATTEST:

**HOLT, MORGAN, RUSSELL
ARCHITECTS**

BY: _____

APPROVED AS TO LEGAL FORM

CARMINE SCARPA
Ass't. Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

PETER SORIERO
Risk Manager

PROPOSAL

LOEWS JERSEY THEATRE - HISTORIC STRUCTURE REPORT

8/27/09

Introduction

The Loew's Jersey Theatre on Journal Square, in Jersey City, is one of five flagship "Loew's Wonder Theatres" built by the Loew's theater chain in the New York Metropolitan area. Designed by Rapp & Rapp Architects and constructed in 1929, its lavish interiors remain remarkably intact. With approximately 3,000 seats, it was one of the largest theatres in the state when new, and remains one of the largest and most historically significant theatres in New Jersey.

It remains in its original configuration, with only minor modifications made over its 80-year history. It experienced a typical cycle of boom and decline, finally closing in 1986 after being "triplexed" in 1974 with the addition of demising partitions at the orchestra level. Subsequently threatened with demolition, its rescue and purchase by the City of Jersey City has been recognized as a great preservation success. Generally, it is in good original condition, exhibiting some damage from water, deterioration and neglect. Under the leadership of the Friends of the Loew's, substantial work has been completed including exterior restoration work, replacement of heating equipment and interior restoration work which has permitted limited public use of the theatre's orchestra level.

The following describes the approach that Holt•Morgan•Russell Architects will undertake in the preparation of a Historic Structure Report. HMR will prepare a report which (i) memorializes the history of the building, (ii) assesses its current condition, (iii) identifies its program for expanded use, and (iv) makes recommendations for future work and accommodation of its future program. The report will follow the guidelines for HSRs prepared by the New Jersey State Historic Preservation Office. All work recommendations will be made in compliance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*.

HMR has assembled a qualified team for the preparation of this HSR including the following:

- HMR Architects, Historic Architecture
- Margaret Newman, Historic Research
- Harrison-Hamnett, Structural Engineers
- Princeton Engineering Group, MEP Engineering
- Keystone Preservation Group, Materials Analysis
- Horton Lees Brogden, Lighting Design Consultants
- Fisher Dachs Associates, Theater Consultants
- Michael Funk, International Consultants, Inc., Cost Estimators

PART I: Development History

Historic Background and Context Research

HMR will begin its work with a review of the existing documentation of the building and site, thoroughly researching the relationship of this property to other period theatres. The research will center on the physical history of the building, in terms of its architect, builder, developer, its original appearance and changes over time. Due to the importance of historic research for the successful interpretation of the resource, HMR will supplement the existing documentation with additional research. Margaret Newman will lead this portion of the work and will author the Historic background section of the Historic Structures Report. As necessary, our research will focus on the following types of primary source material:

- Public records, e.g. deeds, titles, maps
- Maps and property surveys
- Local history files
- Newspapers
- Historic photographs
- Diaries and family papers
- Original drawings

Research may be conducted at local, regional, statewide and national facilities, and may include:

- Loews Jersey Theatre archives
- Jersey Room, Jersey City Public Library
- Other Jersey City Sources
- NY Public Library at Lincoln Center
- New Jersey Historical Society, Newark
- New Jersey State Archives, Trenton
- Newark Public Library, Newark (repository of historic New Jersey photographs)
- Other sources identified during research

To supplement the archival research, HMR will concentrate additional research efforts on the evidence gained through the examination of the actual building fabric. As additional questions arise during the course of the building investigation, supplemental research will be done as warranted.

Physical Investigation and Analysis of Existing Conditions

A multidisciplinary team of staff and consultants, representing the fields of architecture, architectural history, mechanical and electrical engineering, structural engineering, and materials analysis, lighting and theater consulting will carry out

this investigation. Physical evidence, along with period style and elements will be examined to answer five basic questions:

- What is the condition of the existing fabric of the Loew's Jersey Theatre?
- Which elements of the existing fabric represent original fabric and what represents later changes or additions?
- What are the significant historic features of the Theatre?
- How can materials analysis assist in developing a thorough understanding of the general original palette?
- What is the existing condition of the systems of the Theatre and how can they be improved?

Architectural Description: Holt•Morgan•Russell Architects will lead the examination and evaluation of the architectural elements of the Loew's Jersey Theatre. The thrust of this portion of the work will be to record the present interior and exterior conditions of the building and to analyze existing physical evidence. This will serve as the basis for later treatment recommendations. In brief, three components of the investigation will be included:

Base Drawings: HMR will use existing drawings, supplemented by on-site measuring, to create base drawings of the building including plans, elevations and building sections. Base Drawings will be in AutoCAD format.

Exterior Examination: With the elevations drawings in hand, HMR will conduct a thorough visual inspection, analysis, and recording (through field notes and photographs) of the condition of the foundations, walls, roofs, chimneys, doors, windows, trim and embellishments. Particular attention will be paid to materials, profiles, hardware, and "ghosts" of removed or altered elements of the building.

Room-by-Room Interior Examination: With the floor plans, HMR will undertake a thorough visual inspection, analysis, and documentation (through field notes and photographs) of all interior surfaces—walls, floors and ceilings. Materials, moldings, hardware, finishes and "ghosts" of former elements will be documented. Analysis of paint and interior finishes will be conducted to identify and distinguish original and later finishes. The identification of hazardous materials is not included in this scope.

Code and Accessibility Review: HMR Architects will complete an evaluation of life safety codes and accessibility. The New Jersey Rehabilitation Subcode will be employed for this analysis which will assume that the building will continue in its present use, but with a greatly expanded program. The purpose of this code review will be to complete an assessment of the effects code compliance will have on the historic fabric and to determine the costs associated with bringing the building into compliance with the code.

Structural Examination and Evaluation: The general structural condition of the building will be inspected and assessed by Harrison-Hamnett. In particular, existing marquee and exterior fire stair conditions will be reviewed before other work in relation to current safety concerns. A separate report will be issued relating specifically to the existing marquee and exterior fire stair. Also, a separate allowance has been included for building probes related to this structural evaluation. Probes, if needed, will be performed by a separate contractor. HMR and Harrison-Hamnett have worked together on many projects including the Jersey City Council Chambers, Sussex County Old Courthouse and Rockingham Historic Site. Harrison Hamnett has substantial experience working with historic structural systems in New Jersey and creating solutions that are the least intrusive on the historic fabric and retain as much of the original structure as possible

Building Systems Evaluation: Mechanical (heating), plumbing, electrical, fire detection and security systems will be evaluated for efficiency, safety and code violations. The Princeton Engineering Group (PEG), a mechanical and electrical engineering firm, will lead this portion of the project. PEG previously worked on the Loew's Theatre, and was responsible for the current heating system. They also have extensive experience with historic theatres. HMR has worked with PEG on many historic projects including the Sussex County Courthouse and current work at the Hartley Dodge memorial in Madison, NJ. Successful integration of new building systems into historic interiors is a key element of their practice. The existing systems will be documented and evaluated to determine their ability to meet the needs of the building and any new uses. Sustainable design issues will also be considered. Recommendations will be prioritized to indicate immediate concerns, interim measures and long-range improvements. Design recommendations for new systems, code requirements and/or upgrades will be made. The identification of hazardous materials is not included in their scope of services.

Materials Analyses: The analysis of historic materials including paints, plasters, and decorative finishes is an important part of the Historic Structure Report. The purpose of materials analysis at this phase of the project is to provide a general understanding of the extent, nature and condition of the historic paint and finishes.

A report on the assessment of finishes will be prepared by Keystone Preservation. HMR has worked with Chris Frey of Keystone at South Orange Village Hall and at the Bowsby-DeGelleke House in Parsippany where he helped determine original paint and other decorative finish schemes. This assessment will provide a general understanding of the condition of the paint and finishes and will be done following HMR's architectural evaluation. Representative finish samples will be taken from each significant element and interior room. These samples will be examined under a microscope. Upon completion of the site visit and microscopic analysis, a report summarizing the findings will be prepared.

Lighting: Lighting is a critical factor in the future use of the Theatre. While most original fixtures remain in place, some have been removed and others have been

modified. Lighting throughout the Theatre, but concentrating on the public spaces, will be surveyed and assessed. Using historic photos, original fixtures will be determined. Original "Wonder Theatre" lighting schemes will be assessed and overall character of period lighting will be documented.

Theater Consulting: The Loew's Jersey Theatre was built for film and live performance, and includes a stage with a full fly. Most rigging and original theater equipment remains in place. Fisher Dachs will document and assess existing conditions of equipment relating to both film and theatre. Assessment of existing rigging and grid will be coordinated with the Structural Engineer.

PART II: Treatment and Use

A. Treatment Philosophy

Utilizing the findings of the historic research and physical condition evidence, HMR Architects, in collaboration with FOL and the City, will develop an approach for the preservation of the Loew's Jersey Theatre. If applicable, zones of treatment will be identified. Recommendations will take into consideration the findings of the research, the examination of the building and the current interpretive scheme to enhance the interpretation of the resource. The treatment philosophy along with the *Secretary of Interior's Standards* will be used to guide the recommendations.

Use and Interpretation: Using the overall preservation philosophy for the building as a guide, HMR, in collaboration with the Owner and their representatives, will develop a program for the use and interpretation of the building. Understanding the modern role that must be accommodated, HMR will work with FOL and the City to enhance an understanding of the historic architecture, while acknowledging the need for modern systems and equipment. Utilizing the surviving fabric as well as the historical research and additional appropriate contextual research, HMR will produce an interpretive scheme that is accurate but does not produce a false sense of history. HMR will also identify any other modifications necessary for expanded use of the resource, including ADA access and restrooms required to be in compliance with building code.

Room/Feature Treatment Recommendations: With the physical investigation and condition assessment completed, HMR Architects will prepare recommendations for the treatment of the building's exterior and interior spaces, materials, elements and features. Treatment recommendations will address not only the repair of physical fabric, but will also address the programmatic needs for use. The agreed-upon treatment philosophy for the Loew's Jersey Theatre and the *Secretary of Interior's Standards* will be used to guide the treatment recommendations. The goal of all recommendations will be to retain as much historic fabric as possible while at the same time understanding what fabric is historic and what represents later interventions. These recommendations will be in the form of annotated drawings.

Lighting Recommendations: The effects imbued by lighting are critical to the restoration of Theatre. Lighting, combined with restoration of finishes, will establish the look and feel of the Theater interior. Particular attention will be paid to the theatrical effects present in the original "Wonder Theater" scheme, and how these effects are best accomplished using modern technology, where appropriate. Recommendations for other lighting, including non-public and emergency lighting will also be made.

Theater Recommendations: Following documentation of existing equipment and systems, Fisher Dachs will make recommendations for accommodation of an expanded film and theater program, based on development of that program with FOL and the City. Fisher Dachs will review all technical and visual issues related to film and theater. Fisher Dachs will work with specialist Boyce Nemece to include a limited review of acoustic and sound system recommendations.

B. Prioritization and Cost Estimates

HMR Architects, in consultation with their engineers and consultants and with the FOL and the City, will prioritize the list of recommended treatments. This list will be based on need and available budget. Priority will be given to those items that will stabilize the building and bring it into compliance with the code.

International Consultants Incorporated, our cost consultant, will prepare an itemized probable construction cost estimate for the agreed upon preservation approach and treatment recommendations. ICI has extensive experience with estimating for projects on historic buildings. ICI and HMR have worked together on countless projects including the Rockingham Historic Site, Sussex County Old Courthouse, South Orange Village Hall, and the Apple Tree House in Jersey City

C. Report Preparation

Following completion of the research and physical investigation of the building and the development of a preservation approach and recommendations, we will prepare a report detailing the findings. The report will be illustrated, as appropriate, with modern and historic plans, and drawings. An important component of the report will be photographs which will thoroughly document existing conditions. These photographs will be labeled and bound in the report. All drawings will similarly be bound in the report. The report will meet the guidelines for Historic Structures Reports prepared by New Jersey State Historic Preservation Office.

The report will include the following:

- Table of Contents
- Executive Summary
- Introduction
- Part I: Developmental History
 - Historical Background and Context
 - History of the Property
 - Analysis of Existing Conditions
 - Architectural Description
 - Code and Accessibility Review
 - Structural Examination and Evaluation
 - Building Systems Evaluation
 - Materials Analyses
 - Lighting Analysis
 - Theatre Analysis
- Part II: Treatment and Use
 - Use and Interpretation of the Resource
 - Room/Feature Treatment Recommendations including furnishings and interior decoration
 - Structural and MEP Recommendations
 - Lighting, Sound and Theater Recommendations
 - Prioritization and Cost Estimate

Upon completion of Part I including the investigation of the building and historic research, HMR will meet with the Friends of the Loew's and Jersey City to discuss our findings and options for the Loew's Jersey Theatre's interpretation and use. This dialogue—about options and methodology—will continue throughout the process. We will submit a draft version of the Historic Structure Report to the FOL and Jersey City for review. Once approved, HMR will submit the Final Report. For this proposal, we have assumed we will submit four copies of the Final Report, two to the FOL and two to the City of Jersey City. Digital copies will also be provided. HMR will be available to present the findings of the Report to FOL, the City and/or to the public, if requested.

PROJECT SCHEDULE

HMR Architects anticipates commencing work on the Loew's Jersey Theatre HSR in September of 2009, as directed by the City. Within six months of the award, HMR will submit the draft report.

PROJECT FEES

Proposed fees for the Loew's Jersey Theatre Historic Structure Report are indicated on the attached Fee Schedule.

PROPOSAL: LOEW'S JERSEY THEATRE - HISTORIC STRUCTURE REPORT

Historic Structure Report	Totals
1. Historic Architecture and Research HMR Architects with Margaret Newman	\$39,500
2. Structural (see note 1) Harrison-Hamnet	\$7,500
3. MEP Engineering Princeton Engineering Group	\$7,500
4. Materials & Finishes Consulting Keystone Preservation	\$9,500
5. Lighting Horton Lees Brogden	\$8,000
6. Theater (see note 2) Fisher Dachs Associates	\$8,000
8. Cost Estimating ICI Consultants	\$3,000
9. Structural Probes (see note 3) allowance	\$5,000
# Reimbursable Expenses allowance	\$4,500
<hr/>	
Total Fees and Costs:	\$92,500

Notes:

1. Structural fee includes separate preliminary report addressing structural assessment of Marquee and Exterior Fire Stairs.
2. Theater Consulting by Fisher Dachs includes Acoustic and Sound Assessment by Boyce Nemecc
3. Structural probes, if needed, will be performed by separate qualified contractor.

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Cont)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

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

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

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

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

Representative's Name/Title (Print): Suzanne Reiss, Treasurer
Representative's Signature: Suzanne Reiss
Name of Company: HMR Architects
Tel. No.: 609-452-1070 Date: 10/5/09

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

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: Suzanne Reiss, Treasurer
Representative's Signature: Suzanne Reiss
Name of Company: HMK Architects
Tel. No.: 609-452-1070 Date: 10/5/09



STATE OF NEW JERSEY BUSINESS REGISTRAT ON CERTIFICATE

Taxpayer Name: HOLT-MORGAN-RUSSELL ARCHITECTS, P.A.
Trade Name:
Address: 821 ALEXANDER ROAD, SUITE 115
PRINCETON, NJ 08540
Certificate Number: 0105042
Effective Date: October 22, 2001
Date of Issuance: October 06, 2009

For Office Use Only:
20091006094654415

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 Futop, 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

Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

Certification Required

Not Required

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

ORDINANCE NO. Ord. 08-128

TITLE: N.A.

An ordinance establishing a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited by 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											
N/A											
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. WADDETON AARON MORELL JAMES CARROLL N.V.-Not Voting (Abstain)
 BRET SCHINDLER RAYLIE VUNKEL SEBASTIAN BERNHEIM
 STEVE DAVISON TOM GIBBONS HEATHER TAYLOR
 TOM NILEN SHELLEY SKINNER DANIEL LEVIN

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC MEETING											
SEP 0 3 2008 9-0											
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 YVONNE DALCER N.V.-Not Voting (Abstain)
 ANTHONY MORELL
 ANDREW HUBSCH
 MAHALEY DOWLES

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

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

RECORD OF FINAL COUNCIL VOTE											
SEP 0 3 2008 9-0											
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 0 3 2008

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on SEP 0 3 2008

APPROVED:

Mariano Vega Jr.
 Mariano Vega, Jr., Council President

Date: SEP 0 3 2008

Robert Byrne
 Robert Byrne, City Clerk

APPROVED:

Joseph T. Healy
 Joseph T. Healy, Mayor

Date: SEP 0 5 2008

*Amendment(s):

Date to Mayor SEP 0 4 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).

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

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Philetus H. Holt III	3472 Lawrenceville Rd Princeton NJ 08540
Robert W. Russell	88 Kelleysmead Princeton NJ 08540
Eric Holtermann	45 N. Main St Pennington NJ 08854

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: HMR Architects
 Signed: [Signature] Title: Principal
 Print Name: Eric Holtermann Date: 10/5/09

Subscribed and sworn before me this <u>5th</u> day of <u>October</u> , 2009. My Commission expires: <u>[Signature]</u> Suzanna K. Reiss NOTARY PUBLIC State of New Jersey My Commission Expires 10/07/2014	<u>[Signature]</u> (Affiant) Robert W Russell, Principal (Print name & title of affiant) (Corporate Seal)
--	--

LFN 2006-7

March 7, 2006

Local Finance Notice

Jon S. Corzine
Governor

Susan Bass Levin
Commissioner

Thomas Jacobucci
Director

Contact Information

Director's Office

V. 609.292.6613

F. 609.292.9073

Local Government Research

V. 609.292.6110

F. 609.292.9073

Financial Regulation and Assistance

V. 609.292.4806

F. 609.984.7388

Local Finance Board

V. 609.292.0479

F. 609.633.6243

Local Management Services

V. 609.292.7842

F. 609.633.6243

Authority Regulation

V. 609.984.0132

F. 609.984.7388

Mail and Delivery

101 South Broad St.

PO Box 803

Trenton, New Jersey

08625-0803

Web: www.nj.gov/dca/lgs

Pay-to-Play Laws Update February 2006

Since Chapters 19 (2004) and 271 (2005) took effect in early January 2006, the Division of Local Government Services has continued to work with public agencies¹ implementing the laws. This Local Finance Notice supplements previous Notices and provides additional information and guidance to assist public agencies to comply with the laws.

The Notice covers four subjects:

- A. Political Contribution Disclosures (Chapter 271)
- B. Public Exigencies (Chapter 19)
- C. Clarifications (both laws)
- D. Frequently Asked Questions (Chapter 19)

Local officials with responsibility for public contracting and their legal counsel should carefully review this material. The Division is providing guidance and all material should be reviewed, paying careful attention to its applicability to local circumstances. Public agencies should consult with legal counsel on action the agency takes, including but not limited to the preparation and completion of forms.

Over the next few months Division staff will be delivering Pay-to-Play presentations throughout the State. The schedule and contact information for these presentations is posted on the Division's Pay-to-Play website, along with all other pay-to-play documents at www.nj.gov/dca/lgs/p2p.

The Division will continue to address new issues and provide periodic guidance as necessary. The Frequently Asked Questions section of the website will be updated regularly.

Local officials with questions are urged to review the Local Finance Notices and Frequently Asked Questions sections of the website. Questions can be sent via e-mail to lpcl@dca.state.nj.us.

Finally, the Division has received many requests from local officials for sample fair and open "Request for Proposals/Qualifications" documents. To assist local officials in exchanging information, officials interested in "sharing"

¹ For the purpose of this Notice, a public agency is any government entity subject to the pay-to-play laws, as may be applicable to the circumstance.

their RFP's for use by other public agencies can submit them to the Division. The Division will then post them in the GovConnect Local Procurement Document Library so local procurement officials can access and download them.²

Documents can be e-mailed (Word format preferred, though we will also post PDF) to lpcl@dca.state.nj.us. The Division will not review or endorse any submissions; users must review documents for applicability and consistency with local procedures and the laws.

A. Political Contribution Disclosure

The Division has developed model Political Contribution Disclosure (PCD) forms for use by public agencies (including boards of education) covered by N.J.S.A. 19:44A-20.26 (P.L. 2005, c.271, s2). The material includes instructions to vendors and a PCD form designed to meet statutory requirements.

The Division's Pay-to-Play website has individual forms for each county listing the names of public agencies with elected officials affected by the disclosure requirements. The forms also include public agency and vendor instructions.

The following notes will assist local officials in using the forms:

1. Public Agency Instructions: Officials should carefully review these instructions. It addresses a range of issues that must be considered when using the forms. It is very important that the user edit the County List to properly display the public agency's Legislative District. This will vary from agency to agency.
2. The Instructions allow submission of PCD forms in electronic form. If allowed by the agency (and the Division encourages their use if desired by contractors, if only as a space-saving tool), the cover sheet must be completed, signed, and kept on file. The agency should take care to properly store the electronic submission in the file (regardless of how submitted, it should be filed on magnetic media and stored with the contract documents).
3. Users should carefully review all the sample forms and edit them as necessary to ensure they do not conflict with any local practice, organization structure, or local process. Changes should be carefully reviewed to ensure they do not compromise the statutory disclosure requirements.
4. County specific forms can be downloaded in MS Word format from the website.
5. Users who require a different file format should contact the Division at lpcl@dca.state.nj.us. RTF versions are available upon request.

These forms can be used immediately.

Verification of Disclosure

To receive a non-fair and open contract, a contractor must file with the agency a Business Entity Disclosure Certification (Certification) certifying that the contractor did not make a contribution that would bar award of the contract, and a Political Contribution Disclosure listing contributions. As both forms are relevant to pay-to-play compliance, the contracting agent (or other appropriate individual) is obligated to review the forms to ensure that PCD disclosures are not inconsistent with the Certification.

In other words, the PCD must be reviewed to ensure that no listed contributions were made to the local party committee or candidate committee during the previous 12 months by individuals barred from

² Enrollment procedures for the Local Procurement role of GovConnect can be found at www.nj.gov/dca/surveys/ppsurvey.htm

making reportable contributions. Since the agency has both forms, it has an inherent obligation to verify that they are consistent.

There is an important difference between the two laws that must be taken into account during this review. The PCD includes contributors that are not barred from making reportable contributions: i.e., a contribution from a partner with less than 10% ownership (or a spouse) must be reported on the PCD, but the contribution is not barred under Chapter 19 (only someone with 10% ownership or more is barred from contributing).

It is strongly recommended that recipients of non-fair and open contracts also complete the standard Stockholder Disclosure Certification ("Chapter 33," used in public bidding). This is useful because the Stockholder form defines interest in the same manner as Chapter 19 and the PCD does not include the relationship of contributor or percentage of ownership. The Stockholder Disclosure can be checked to verify if a contributor to a local party committee or candidate committee listed on the PCD would bar the contractor from receiving the contract.

To summarize, the recommended practice for Political Contribution Disclosures is as follows:

1. Vendors must file a PCD with the agency at least 10 days prior to award of a non-fair and open contract.
2. Vendors should also file a Stockholder Disclosure Certification with the PCD.
3. The contracting agent (or other appropriate individual) should review the PCD to see if anyone made contributions to the political and candidate committees listed on the Business Entity Disclosure Certification.
4. If any contributions are found, review the Stockholder Disclosure Certification to determine if the contributor is listed. If the person owns more than 10%, the business is barred from being awarded the contract and the agency attorney should be consulted on what steps to take.

B. Public Exigencies and Chapter 19

A provision of Chapter 19 at N.J.S.A. 19:44A-20.12 allows the State Treasurer to waive the provisions of Chapter 19 in cases of a "public exigency." The procedure is memorialized in an early January 2006 memorandum from the State Treasurer to the Director of the Division of Local Government Services which continues until it is amended by subsequent action of the Treasurer. The memo can be viewed under "Public Exigency" on the website. The procedures also apply to county colleges.

The process addresses two elements: emergencies and "other exigencies." The procedures follow below.

1. Emergencies

- a. When a contracting unit experiences an emergency that meets the requirements of law, a waiver of Chapter 19 is automatically granted, as long as the requirements of the Local Public Contracts Law, specifically N.J.S.A. 40A:11-6 and the rules at N.J.A.C. 5:34-6.1, are met.
- b. The first requirement that must be met is there must be an emergency that affects the public health, safety, or welfare which requires the immediate delivery of goods or performance of services.

- c. Secondly, the determination of the emergency must be made pursuant to a "chain of command" of designated local officials which ensures oversight of the decision-making process (N.J.A.C. 5:34-6.1)
- d. Within 30 days after the declaration of the emergency, the agency must file a report of the emergency on a form developed by the Director. The Emergency Procurement Report form is on the Pay-to-Play website.
- e. Contracts stemming from the formal declaration of an emergency by the Governor are automatically covered under the law and do not require the filing of a report with the Director.

2. Other Public Exigencies

The other public exigency involves a contract for specific goods or services that:

- a. Must be provided by a specific vendor; and,
- b. The timing of the procurement does not make compliance with the Chapter 19 fair and open process practical or possible; and
- c. The procurement is consistent with the intentions of pay-to-play laws.

An example of this would be a procurement where the goods or services are only available from a single source and either local policy or vendor action prevents or stymies application of the law. In these cases, the public agency can request approval from the Treasurer.

The procedure requires the agency to file a request for approval of a Public Exigency Waiver of Chapter 19 with the Director of the Division of Local Government Services. The Director will review the request and forward a recommendation to the State Treasurer. The Treasurer will review the request and Director's recommendation and make a determination which will be sent to the agency. The form is available on the pay-to-play website.

C. Clarifications

Since the law took effect on January 1, 2006, the Division has consulted with the Division of Law to resolve a number of implementation issues. While some remain unresolved, the following guidance may assist local officials in applying the law to local circumstances.

1. Amendments to professional service contracts executed prior to 1/1/06

Modifications to professional service contracts which were originally executed prior to 1/1/06 and now require action by the governing body trigger adherence to pay-to-play. Given the variety of circumstances where contract modifications may be necessary (i.e., increases in litigation cost, changes on a construction project requiring additional engineering work) applying the provisions of a fair and open process or non-fair and open process pursuant to local policies may seem perplexing.

Regardless of the circumstances, modifications must be based on a fair and open or non-fair and open process (see also aggregation procedures below). In most cases, executing a non-fair and open contract may be the most practical, unless policies adopted by the agency do not allow that alternative. In those cases, the only alternative is a fair and open procurement, which should include evaluation criteria which references the value of familiarity with both the contract and the work being done. While this effort may offset the practicality of the process, the law offers no specific alternative.

The circumstances under which contract modifications are necessary cannot be predicted, particularly in those cases where public agencies use non-fair and open contracts. In these cases, it is prudent for

the agency to advise their existing professional services contractors that if they make reportable contributions after 1/1/06 they may be barred from a contract change or extension. A problem would arise because a contractor who cannot certify that they have made no reportable contributions in the previous twelve months is barred from executing a contract amendment under a non-fair and open process.

In addition, contract amendments initiated by the governing body will now require a contractor to meet the requirements of submitting a Chapter 271 Political Contribution Disclosure filing as part of that modification.

An exception to this limitation may occur if there is a bona fide emergency allowing the immediate award of a modification (see Section B above).

2. Choices of legal newspapers

While State law limits choices and rates of official newspapers, there is often competition for the service in a given territory. In addition, the practice of some municipalities or laws may provide individual boards of a single agency (i.e., planning and zoning boards, board of health, and governing body) the authority to choose its own newspaper, within the parameters of State law. Each such agency can make its own decision on using a fair and open or non-fair and open process.

It is the value of the contract to the entity making the decision, not the public agency as a whole that drives the contracting process. For example, a Planning Board and Zoning Board, each with statutory authority to enter into contracts, routinely spend approximately \$10,000 a year in legal advertising. In this case, the decision of each board to choose its newspaper does not involve pay-to-play because each contract is less than \$17,500. At the same time, if the Township Council spends \$20,000 a year, the decision of the Council is subject to pay-to-play procedures. The awards do not involve aggregating amounts between agencies.

3. Perishable Food Purchases

A number of public agencies routinely purchase perishable foods from vendors on a periodic quotation basis (it is an exception to bidding). The non-fair and open process may be the most practical way to enter into these contracts. In those agencies where governing bodies have decided only to use a fair and open process, local officials may want to consider the following (or appropriate variations) procedures:

- a. If immediate purchases are necessary, consider the use of the emergency procedure described above, and continue with quotation practices. Given local circumstances, it may be appropriate to use the Chapter 271 Political Contribution Disclosure waiver under the "substantially completed" guidance of the Governor's Statement upon Signing, while at the same time diligently pursuing award of fair and open contracts.
- b. The Request for Proposals should include the following criteria:
 - i. Solicit fair and open contracts with a two-year term and allow for a two-year contract extension.
 - ii. The contracts should be specified as being open-ended, with prices to be solicited periodically and when goods are needed.
 - iii. The terms and conditions of those proposals should set appropriate vendor qualifications.

- iv. The criteria for award of the contract should permit contracts to be awarded to all bidders that meet all terms and conditions.
- c. Open-ended contracts can be awarded to all qualified vendors. The contracting agent can periodically solicit quotations and issue purchase orders as necessary. Political Contribution Disclosures are required of all vendors awarded contracts.

4. Chapter 271, Section 3 Reporting

The Division has consulted with the Election Law Enforcement Commission concerning the "Section 3" report required under Chapter 271 (N.J.S.A. 19:44A-20.27). This section requires vendors that receive more than \$50,000 in public contracts to annually report political contributions to ELEC.

ELEC has advised the Division that vendors do not have to file reports until ELEC develops and adopts rules. Once those rules are adopted, public agencies will be advised of their effect, with further guidance on the role and responsibilities of public agencies provided at that time. It is likely that these rules will not go into effect until the end of the year, requiring reporting for 2006 contributions sometime in 2007.

Thus, until then, no action concerning the Section 3 report is required by public agencies. Previously issued guidance on advising vendors about the disclosure in contracts can continue to be applied.

5. Confidential Law Enforcement Purchases

A number of counties and local police departments have inquired about purchasing "special equipment for confidential investigation" that are exempt from public bidding when approved by the Attorney General (through the Division of Criminal Justice). Applying the public award provisions of Chapter 19 would be contrary to the public policy behind the bidding exception.

The Department of Law and Public Safety is currently working with the State Treasurer to develop procedures to provide relief for this scenario. A resolution is expected shortly. Agencies with immediate needs for such equipment should work through their County Prosecutor for specific actions to take pending resolution of the issue.

6. Contract Amendments, Aggregation and Pay-to-Play

Of ongoing concern to public agencies is how to apply pay-to-play provisions when a contract with a vendor originally estimated to fall below the \$17,500 threshold proves incorrect and the contract needs to be increased over \$17,500. The original guidance recommended that public agencies borrow the principles of the "aggregation rules" of N.J.A.C. 5:34-8.2 et seq. This remains in affect and should be applied in the following manner:

To help public agencies apply the aggregation principle, the following guide can be used as appropriate to specific agency circumstances (and should include consultation with legal counsel accordingly):

- If the amount of additional work brings the total contract value to less than \$20,125 (\$17,500 plus 15%), the purchasing agent can award the contract as if the award were less than \$17,500. This is based on principles found in the Local Public Contracts Law Rules allowing flexibility under these circumstances.
- If the additional work brings the total contract over \$20,125 the following principles should be applied:

- If the additional work and any work of the same nature are anticipated in the following year, which would result in a total contract value of less than \$35,000, the governing body should decide via resolution to apply pay-to-play or not to apply it. If they decide to apply it, they must make their own decision concerning a fair and open or non-fair and open approach.
- If the additional work and any work of the same nature in the following year results in a total contract in excess of \$35,000, pay-to-play principles of fair and open or non-fair and open apply.

If contract amendments result in a conclusion to apply a non-fair and open process, the contractor will be required to file a Business Entity Disclosure Certification (pursuant to Chapter 19) and a Political Contribution Disclosure (for all covered agencies). Boards of Education are not required to have the vendor file the Business Entity Disclosure Certification.

D. Frequently Asked Questions

The following are new Frequently Asked Questions and answers. A consolidated FAQ has been posted on the Pay-to-Play website (including these questions). All FAQ's should be carefully reviewed; they include information that may be applicable to all agencies.

Q. If professional services are contracted through a fair and open process, is the 40A:11-5(b) public notice after award required?

No. The use of a fair and open process is synonymous with the purpose of the public bidding. The fair and open process satisfies the intended public purpose by requiring the publication of a notice after a professional services contract is awarded without public bidding.

Q. Are grants awarded by a governing body considered contracts under the law? For example: Workforce Investment Board [WIB] job training grants, non-profit housing grants, or Community Development Block Grants.

Generally yes, as most grants follow a process that meets the fair and open criteria; the non-fair and open process is also available for those that do not meet the fair and open standard.

Grants to individuals or payments to businesses on behalf of individuals for social services (i.e., housing, medical support) are not covered as they are not made to businesses.

Q. How does Pay-to-Play affect land and building transactions?

The Local Lands and Building Law (N.J.S.A. 40A:12-1 et seq.) provides a fair and open process for selling land. When the law is followed, no additional action is needed.

Acquisition of property:

- A State program (i.e., Farmland Preservation or Garden State Trust) that provides a public process for identifying and choosing parcels is considered fair and open.
- When a specific parcel is desired for other purposes, the government unit can apply for exigency approval if fair and open or non-fair and open processes are not practicable.

Q. Public agencies that are health care providers such as public hospitals or long-term care facilities can participate in cooperative purchasing programs with other health care organizations or non-profit organizations pursuant to N.J.S.A. 30:9-87. Are contracts made under that statute, such as purchases through the New Jersey Hospital Association (NJHA), considered fair and open?

Yes. The Division has reviewed the procedures used by the NJHA and its cooperative purchasing partner and find that they meet the substantive requirements of the fair and open process. To ensure compliance, however, the public agency should include a web link on its website linking to bid calendar information on the website of the contractor conducting the procurement process (www.novationco.com/suppliers/bids.asp). This procedure does not eliminate the responsibility of the public agency to publish notices of award pursuant to N.J.S.A. 30:9-88.

- Q. If a contract is awarded to procure a single good does the term of the contract extend beyond delivery? Does this change if the contract includes a service agreement?

No. The term of a contract for a specific item expires when that item is accepted, even if the item carries a warranty period as provided by the manufacturer. If there is a separate agreement or rider to the contract that establishes an ongoing maintenance or service agreement then the term of the contract will expire with the expiration of the service agreement.

- Q. Are there specific wording requirements for fair and open contract award resolutions, i.e., must they include specific language, similar to that which would be done for "non-fair and open" contracts?

It is advisable that language such as "Whereas, the contract was awarded through a fair and open process, pursuant to N.J.S.A. 19:44A-20.4 et seq." be included in the award resolution, however this is not a requirement. A special resolution is not required.

- Q. Are Political Contribution Disclosure Statements required for banks, insurance companies, and public utilities, as they are exempt from Chapter 19 non-fair and open requirements?

Because PCDs reflect contributions made by partners, boards of directors, spouses, etc., they are required when contract awards are made to insurance companies and banks. For banks, a contract is effectively awarded when the governing body passes a resolution designating the bank as an official depository. The PCD would be required 10 days prior to the passage of a depository designation resolution. Bank resolutions made in January 2006 would not be covered by this provision given when the law took effect; but would be required for any designations after that time.

PCDs are not required for regulated public utility services, as the agency is required by the Board of Public Utilities to use a specific utility. The governing body does not "award" a contract to the utility, as the agency has no choice but to use the company. This exception does not apply to non-regulated public utility services, such as generated energy (not tariffed), or long-distance phone services where other procurement practices are used.

Approved: Susan Jacobucci, Director

Table of Web Links

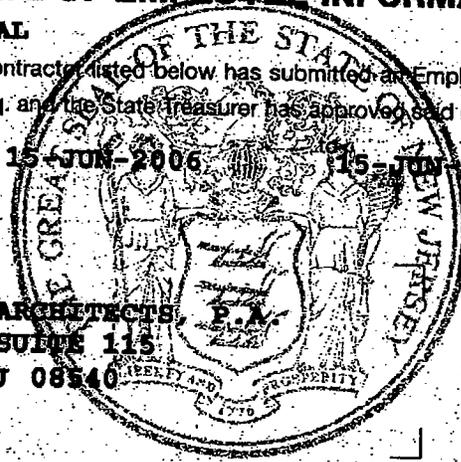
Page	Shortcut text	Internet Address
2	Pay-to-Play website	www.nj.gov/dca/lgs/p2p
3	Website	www.nj.gov/dca/lgs/p2p
3	N.J.S.A. 40A:11-6	http://tinyurl.com/lu4ds
3	N.J.A.C. 5:34-6.1	www.nj.gov/dca/lgs/rules/existing/5_34/njac_5346.pdf
3	Pay-to-Play website	www.nj.gov/dca/lgs/p2p
6	Pay-to-Play website	www.nj.gov/dca/lgs/p2p

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

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

15-JUN-2006 to 15-JUN-2013



HOLT MORGAN RUSSELL ARCHITECTS, P.A.
821 ALEXANDER ROAD, SUITE 115
PRINCETON NJ 08540

Acting 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 : HMR Architects
Address : 821 Alexander Rd, Suite 115, Princeton, NJ 08540
Telephone No. : 609-452-1070
Contact Name : Suzanne Reiss

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

**Minority/Woman Business Enterprise (MWBE)
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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 HMR Architects (name of business entity) has not made any reportable contributions in the **one-year period preceding 10/2009 (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 HMR Architects (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: HMR Architects

Signed [Signature] Title: Principal

Print Name: Eric Hottermann Date: 10/5/09

Subscribed and sworn before me
this 5th day of October, 2009.

My Commission expires:

[Signature]
Suzanne K. Reiss
NOTARY PUBLIC
State of New Jersey
My Commission Expires 10/07/2014

[Signature]
(Affiant)
Robert W. Russell, Principal
(Print name & title of affiant) (Corporate Seal)

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

City Clerk File No. Ord. 08-128

Agenda No. INITIATIVE PETITION 1st Reading

Agenda No. 4.A. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 08-128

TITLE:

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

The Municipal Council of the City of Jersey City does hereby ordain:

WHEREAS, large political contributions from those seeking or performing contracts with a municipality raise reasonable concerns on the part of taxpayers and residents as to their trust in government and its business practices; and

WHEREAS, pursuant to N.J.S.A. 40:48-2, a municipality is authorized to adopt such ordinances, regulations, rules and by-laws as necessary and proper for good government, as well as the public health, safety and welfare; and

WHEREAS, pursuant to P.L.2005, c.271 (codified at N.J.S.A. 40A:11-51) 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 (g) 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.

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

City Clerk File No. Res.09-851

Agenda No. 10.7.13

Approved: OCT 14 2009

TITLE:



RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE CONTRACT AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE WITHOUT SOLICITATION OF COMPETITIVE PROPOSALS TO CCMS CORPORATION, IN CONNECTION WITH CONSTRUCTION MANAGEMENT SERVICES FOR THE NEW LAFAYETTE POOL COMPLEX, PROJECT NO. 2006-018 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

**COUNCIL
RESOLUTION:**

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, the City of Jersey City requires the professional services of a construction management consulting firm for construction management services related to the new Lafayette Pool Complex, and

WHEREAS, in order to properly monitor, observe, report, and advise the Owner during construction activities in a manner consistent with the good construction practices, and

WHEREAS, the Chief Architect of the City of Jersey City in the attached Certification dated September 28, 2009 has determined that these services qualify as Extraordinary & Unspecifiable Services (EUS) under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the Chief Architect of the City of Jersey City has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A - 20.5 (New Jersey Local Unit Pay to Play Law), and Mast Construction Services, Inc. Has submitted its Certification of Compliance with the City's Contractor Pay-to-Play reform Ordinance 08-128, adopted September 3, 2008; and

WHEREAS, CCMS Corporation has submitted a proposal for their services in response to the City's request for the sum of **ONE HUNDRED FORTY-EIGHT THOUSAND DOLLARS (\$148,000.00)**; and

WHEREAS, the funds are available for this expenditure from

<u>Account</u>	<u>P. O. No.</u>	<u>Amount</u>
04-215-55-851-991	9 81 7 9	\$148,000.00

WHEREAS, Tina Karpinski-Mazza, Director of Finance and Administration, has completed and submitted a Business Entity Disclosure Certification which certifies that CCMS Corporation has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit CCMS Corporation from making any reportable contributions during the term of the contract; and

WHEREAS, Tina Karpinski-Mazza, has submitted a Chapter 271 Political Contribution Disclosure Certification on behalf of CCMS Corporation; and

TITLE: RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE CONTRACT AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE WITHOUT SOLICITATION OF COMPETITIVE PROPOSALS TO CCMS CORPORATION IN CONNECTION WITH CONSTRUCTION SERVICES FOR THE NEW LAFAYETTE POOL COMPLEX, PROJECT NO. 2006-018 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement with the firm of CCMS Corporation for a lump sum fee not to exceed ONE HUNDRED FORTY-EIGHT THOUSAND DOLLARS (\$148,000.00).
2. This contract be awarded without competitive bidding as an Extraordinary Unspecifiable Service (EUS) in accordance with N.J.S.A. 40A:11-5 (1)(a)(ii) of the Local Public Contracts; and because of the reasons stated in the attached Certification dated September 29, 2009 from the Chief Architect; and
3. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution.
4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution; and
5. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.
6. This Agreement shall be subject to the condition that CCMS Corporation provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer hereby certify that these funds are available for this expenditure in Account Number 04-215-55-851-991 for payment of the above Resolution. PO # 98179

ab
September 28, 2009

APPROVED: _____ APPROVED AS TO LEGAL FORM _____

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

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

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

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

LEGISLATIVE FACT SHEET

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

1. FULL TITLE OF LEGISLATION:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE CONTRACT AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE WITHOUT SOLICITATION OF COMPETITIVE PROPOSALS TO CCMS CORPORATION IN CONNECTION WITH CONSTRUCTION MANAGEMENT SERVICES FOR THE NEW LAFAYETTE POOL COMPLEX, PROJECT NO. 2006-018 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

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

Glenn A. Wrigley, A.I.A., Chief Architect, Division of Architecture; 547-5900

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

The City requires the services of a Consulting firm to provide observation, reporting, and advisory services to the Owner, in order to determine that the developer design team is performing in a manner consistent with good construction practices.

4. ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:

Provides project construction management in accordance with project requirements. Provides administration and public with project oversight and cost control.

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

The funds for this project are available in account number 04-215-55-851-991 in the amount of **ONE HUNDRED FORTY-EIGHT THOUSAND HUNDRED DOLLARS (\$148,000.00)**

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

Work will commence upon Council approval.

7. ANTICIPATED COMPLETION OF PURCHASE DATE:

Ten (10) Months

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.


SIGNATURE OF DIVISION DIRECTOR

9-29-09
DATE

SIGNATURE OF DEPARTMENT DIRECTOR

DATE

CERTIFICATION IN SUPPORT OF AWARDING A CONTRACT TO CCMS CORPORATION AS AN EXTRAORDINARY, UNSPECIFIABLE SERVICE

DATE: 29 September 2009
TO: Municipal Council
FROM: Glenn A. Wrigley, AIA, Chief Architect
SUBJECT: Contract for Construction Management Services

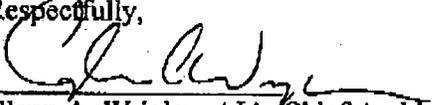
This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: CCMS Corporation
Cost: \$148,000.00
Period: Ten(10) months
Purpose: To provide construction advisory services.

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

1. The City is interested in assuring itself and the public that this project will yield a building of the greatest public value in an efficient, cost-effective, and long-lasting manner. The City believes that by entering into a contract with a construction management firm that has specific experience with projects of this scope and magnitude will best serve the City's interests.
2. The Contract meets the provisions of N.J.S.A. 40A:11-5 (1)(a)(ii) because the performance of these services require a consultant with specific knowledge of site and utility infrastructure projects and procedures, knowledge of the integration of architectural, structural, mechanical, and storm/sanitary infrastructure and aquatic systems as part of the overall strategy for publicly accessible buildings.
3. The service is of such a specialized and qualitative nature that the performance of the service cannot be reasonably described by written specifications because the performance of the services requires a blend of various fields of expertise including having a thorough knowledge and understanding of construction means and methods, building and site infrastructure.
4. I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an Extraordinary, Unspecifiable Service in accordance with the requirements thereof.

Respectfully,


Glenn A. Wrigley, AIA, Chief Architect

DETERMINATION OF VALUE CERTIFICATION

Glenn A. Wrigley, AIA, of full age, hereby certifies as follows:

1. I am the Chief Architect of the City of Jersey City, and have knowledge of the services that are required for the new Lafayette Pool Complex.
2. The City requires the services of a Consulting firm to provide observation, reporting, and advisory services to the Owner, in order to determine that the General Contractor is performing in a manner consistent with good construction practices. This service is due to the particular specialized method being utilized to deliver a project for the City.
3. The City informally solicited a quotation for services as extraordinary, unspecifiable services (EUS) pursuant to N.J.S.A. 40A:11-5(1)(a)(ii).
4. CCMS Corporation submitted a proposal in response to the City's Request indicating that it will provide part time construction management services for the sum of \$148,000.00.
5. The Chief Architect's recommendation is to award the contract to CCMS Corp.
6. The term of the contract is for a period of ten (10) months, commencing with the date of General Construction award.
7. The estimated amount of the contract exceeds \$17,500.00.
8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 9.29.09


Glenn A. Wrigley, AIA, Chief Architect



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CONSOLIDATED CONSTRUCTION MANAGEMENT
SERVICES CORP.

Trade Name:

Address: 9 PROFESSIONAL CIRCLE STE 204
COLTS NECK, NJ 07722

Certificate Number: 0098340

Effective Date: June 24, 1997

Date of Issuance: September 30, 2009

For Office Use Only:
20090930153022588



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	CONSOLIDATED CONSTRUCTION MANAGEMENT SERVICES CORP.
Trade Name:	
Address:	9 PROFESSIONAL CIRCLE STE 204 COLTS NECK, NJ 07722
Certificate Number:	0098340
Effective Date:	June 24, 1997
Date of Issuance:	July 02, 2009

For Office Use Only:

20090702155818715

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Cont)

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

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

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

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

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

Representative's Name/Title (Print): Tina Karpinski-
DIRECTOR OF FINANCE & ADMIN. MAZZA
 Representative's Signature: [Handwritten Signature]
 Name of Company: CMAS CORP

Tel. No.: 323.03.1997 Date: 09-28-09

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

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any 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: Tina Kapinski-Morra = DIRECTOR OF FINANCE ADMIN.
Representative's Signature: [Signature]
Name of Company: CCMS Corp.
Tel. No.: 732 303 1997 Date: 09-28-09

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 : CONSOLIDATED CONSTRUCTION MANAGEMENT SERVICES CORP. d/b/a CCMS CORP.

Address : 2 PROFESSIONAL CIRCLE, STE 204, COLTS NECK, NJ 07722

Telephone No. : 732-303-1997

Contact Name : TINA KARPINSKI-MAZZA

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-PAID AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

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

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

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
LINO A. DEALMEIDA, JR.	70 HARVARD AVE, PT. PLEASANT BEACH, NJ 08742

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: CONSOLIDATED CONSTRUCTION MANAGEMENT SERVICES CORP
 Signed: *[Signature]* Title: DIRECTOR OF FINANCE & ADMINISTRATION
 Print Name: TINA KARPINSKI-MAZEA Date: OCTOBER 06, 2009

Subscribed and sworn before me this 06th day of October, 2009

My Commission expires:
 VITINA HAMILTON
 Notary Public, State of New Jersey
 My Commission Expires
 June 02, 2011

[Signature]
 Vitina Hamilton, Notary Public
 (Print name & title of affiant) (Corporate Seal)

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

Name: LINDA DEALMEIDA, JR.	Name:
Home Address: 70 HARVARD AVE. PT. PLEASANT, NJ	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 28 day of September 2009.

(Notary Public)

[Signature]

My Commission Expires:

WANDA MANNING
Notary Public, State of New Jersey
June 02, 2011

[Signature]
(Agent)
TINA N. KARPINER-MAZZA
(Print name & title of officer)
DIRECTOR OF FINANCE & ADMIN

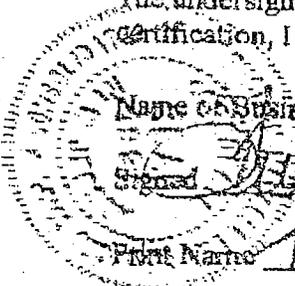
**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that COORDINATED CONSTRUCTION MANAGEMENT SERVICES (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 CCMS CORP. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

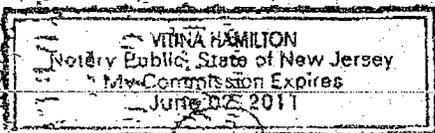


Name of Business Entity: COORDINATED CONSTRUCTION MANAGEMENT SERVICES CORP

Signed: [Signature] Title: DIRECTOR OF FINANCE & ADMIN.

Print Name: VINA KARPINSKI-MAZZA Date: 09-28-2009

Subscribed and sworn before me
this 28 day of SEP, 2009
My Commission expires:



[Signature]

(Affiant)

(Print name & title of affiant) (Corporate Seal)

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

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

City Clerk File No. Res. 09-852

Agenda No. 10.Z.14

Approved: OCT 14 2009

TITLE:



RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE CONTRACT AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE WITHOUT SOLICITATION OF COMPETITIVE PROPOSALS TO HUNTER RESEARCH, INC., IN CONNECTION WITH THE VAN WAGENEN - APPLE TREE HOUSE RESTORATION (PHASE II - INTERIOR RESTORATION), PROJECT NO. 2007-027 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

**COUNCIL
RESOLUTION:**

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, Phase II - Interior Restoration of the Van Wagenen Apple Tree House Restoration project was awarded to Schtiller & Plevy, Inc., General Contractor on July 15, 2009, Resolution No. 09-585; and

WHEREAS, the New Jersey Historic Trust (NJHT), who is providing the City of Jersey City with a grant in the amount of \$575,000.00 for the interior restoration (Phase 2) of the building has mandated that the owner provide an archaeological documentation of artifacts found in and around the project site; and

WHEREAS, the Chief Architect of the City of Jersey City in the attached Certification dated August 3, 2009 has determined that these services qualify as Extraordinary & Unspecifiable Services (EUS) under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the Chief Architect of the City of Jersey City has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A - 20.5 (New Jersey Local Unit Pay to Play Law), and Hunter Research, Inc. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play reform Ordinance 08-128, adopted September 3, 2008; and

WHEREAS, Hunter Research, Inc., Historical Research Consultants, 120 West State Street, Trenton, New Jersey 08608 has submitted a proposal for their services in response to the City's request for the sum of **THIRTY THOUSAND FOUR HUNDRED FORTY-NINE DOLLARS (\$30,449.00)**; and

WHEREAS, the funds are available for this expenditure from

<u>Account</u>	<u>P. O. No.</u>	<u>Amount</u>
04-215-55-210-990	97625	\$30,449.00

WHEREAS, Ian Burrow, Ph.D., RPA, Vice President, has completed and submitted a Business Entity Disclosure Certification which certifies that Hunter Research, Inc. has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit Hunter Research, Inc. from making any reportable contributions during the term of the contract; and

WHEREAS, Ian Burrow, has submitted a Chapter 271 Political Contribution Disclosure Certification on behalf of Hunter Research, Inc.; and

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement with the firm of Mast Construction Services, Inc. for a lump sum fee not to exceed **THIRTY THOUSAND FOUR HUNDRED FORTY-NINE DOLLARS (\$30,449.00)**.

OCT 14 2009

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE CONTRACT AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE WITHOUT SOLICITATION OF COMPETITIVE PROPOSALS TO HUNTER RESEARCH, INC., IN CONNECTION WITH THE VAN WAGENEN - APPLE TREE HOUSE RESTORATION (PHASE II - INTERIOR RESTORATION), PROJECT NO. 2007-027 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

2. This contract be awarded without competitive bidding as an Extraordinary Unspecifiable Service (EUS) in accordance with N.J.S.A. 40A:11-5 (1)(a)(ii) of the Local Public Contracts; and because of the reasons stated in the attached Certification dated August 3, 2009 from the Chief Architect; and
3. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution.
4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution; and
5. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.
6. This Agreement shall be subject to the condition that Hunter Research, Inc. provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

J.A.
8/13/09

I, Donna Mauer (Donna Mauer), as Chief Financial Officer hereby certify that these funds are available for this expenditure in Account Number 04-215-55-210-990 for payment of the above Resolution.

ab
August 3, 2009

APPROVED: _____
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

LEGISLATIVE FACT SHEET

744

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

1. FULL TITLE OF LEGISLATION:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE CONTRACT AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE WITHOUT SOLICITATION OF COMPETITIVE PROPOSALS TO HUNTER RESEARCH, INC., IN CONNECTION WITH THE VAN WAGENEN APPLE TREE HOUSE RESTORATION (PHASE II INTERIOR RESTORATION), PROJECT NO. 2007-027 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

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

Glenn A. Wrigley, A.I.A., Chief Architect, Division of Architecture; 547-5900

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

The project includes archaeological study and documentation of any and all artifacts uncovered during excavation activities at the jobsite.

4. ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:

Services are required under the grant agreement between the City and the New Jersey Historic Trust (NJHT). Community benefits include providing valuable historic analysis of artifacts, which will become part of the historic collection of the Jersey City Museum.

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

The funds for this project are available in account number 04-215-55-210-990 in the amount of THIRTY THOUSAND FOUR HUNDRED FORTY-NINE DOLLARS (\$30,449.00)

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

Work will commence upon Council approval.

7. ANTICIPATED COMPLETION OF PURCHASE DATE:

Twelve (12) Months

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.

Glenn Wrigley
SIGNATURE OF DIVISION DIRECTOR

8-3-09
DATE

SIGNATURE OF DEPARTMENT DIRECTOR

DATE

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE

INTERDEPARTMENTAL MEMORANDUM

DATE : August 12, 2009
TO : Jeana Abuan, Affirmative Action Officer, Public Agency Compliance Officer
FROM : Glenn A. Wrigley, A.I.A., Chief Architect *GW*
SUBJECT : Apple Tree House - Phase II Interior Restoration
Project No. 2007-027
Re: Hunter Research, Inc.

Attached for your approval is a resolution for the above referenced project. Upon your review please forward to Brian O'Reilly for signature. Please note that this is a time sensitive issue, requiring expedite review, your assistance will be appreciated.

ab

c: Brian O'Reilly, Business Administrator
Peter Folgado, Acting Director, Division of Purchasing

CERTIFICATION IN SUPPORT OF AWARDING A CONTRACT TO HUNTER RESEARCH, INC. AS AN EXTRAORDINARY, UNSPECIFIABLE SERVICE

DATE: 3 August 2009
TO: Municipal Council
FROM: Glenn A. Wrigley, AIA, Chief Architect
SUBJECT: Contract for Archaeological Compliance Services

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

Firm: Hunter Research, Inc.
Cost: \$30,449.00
Period: Twelve (12) months
Purpose: To provide archaeological research & services in connection with Phase 2 Restoration of the Apple Tree House (JCA Project # 07-027), as mandated by the requirements of the New Jersey Historic Trust (NJHT) grant.

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

1. The City of Jersey City has previously entered into an agreement with Holt Morgan Russell Architects for design services for the Apple Tree House Restoration in various phases. This collaboration has yielded an Historic Structures Report/Historic Preservation Plan that has so far generated more than \$2.5 million in grants from various county and state agencies towards restoration. One of these agencies is the New Jersey Historic Trust (NJHT), which is providing \$575,000 for the interior restoration (Phase 2) of the building. One of the requirements for this grant is for the owner to provide an archaeological documentation of artifacts found in and around the project site. Artifacts found help provide an interpretive story of life at the time of the founding of Old Bergen, as well as those period leading up to the Revolutionary War and thereafter.
2. The Contract meets the provisions of N.J.S.A. 40A:11-5 (1)(a)(ii) because the performance of these services require a consultant with specific knowledge archaeology, history, sociology, agriculture, as well as architecture and structural technology in order to perform the tasks required. Hunter Research, Inc. has demonstrated specific technical expertise in archaeological study as it relates to colonial American history.
3. The service is of such a specialized and qualitative nature that the performance of the service cannot be reasonably described by written specifications because the performance of the services requires a blend of various fields of expertise as illustrated above.
4. A proposal for services was solicited from Hunter Research, Inc. only, due to the fact that their previous consulting work on this project in an advisory capacity represents a more thorough understanding of the history in Hudson and Bergen Counties, as it relates to colonial American history.

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

Respectfully,



Glenn A. Wrigley, AIA, Chief Architect

DETERMINATION OF VALUE CERTIFICATION

Glenn A. Wrigley, AIA, of full age, hereby certifies as follows:

1. I am the Chief Architect of the City of Jersey City, and have knowledge of the services that are required for Phase 2 Interior Restoration of the Apple Tree House (JCA Project # 2007-027)
2. The City requires the services of an archaeological consulting firm to provide observation, reporting, and advisory services to the Owner, in order to determine historical context of the project, and to record and document artifacts uncovered during excavation within the building.
3. The City informally solicited a quotation for services as extraordinary, unspecifiable services (EUS) pursuant to N.J.S.A. 40A:11-5(1)(a)(ii).
4. Hunter Research, Inc. submitted a proposal in response to the City's Request indicating that it will provide Archaeological Compliance services for the sum of \$30,449.00
5. The Chief Architect's recommendation is to award the contract to Hunter Research, Inc.
6. The term of the contract is for a period of twelve(12) months, commencing with the date of General Construction award.
7. The estimated amount of the contract exceeds \$17,500.00.
8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 8-3-09


Glenn A. Wrigley, AIA, Chief Architect

Requisition #
0146727

Assigned PO #

Vendor

Requisition

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

Dept. Ship To
 575 ROUTE 440
 JERSEY CITY NJ 07305

Contact Info
 GLENN A. WRIGLEY
 0005475900

Quantity	UOM	Description	Account	Unit Price	Total
1.00	1	VAN WAGENEN	04-215-55-210-990	30,449.00	30,449.00

VAN WAGENEN - APPLE TREE HOUSE RESTORATION
 (PHASE II - INTERIOR RESTORATION)

PROJECT NO. 2007-027

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE
 CONTRACT AS AN EXTRAORDINARY UNSPECIFIABLE
 SERVICE WITHOUT SOLICITATION OF COMPETITIVE
 PROPOSALS TO HUNTER RESEARCH, INC., IN CONNECTION
 WITH THE VAN WAGENEN APPLE TREE HOUSE
 RESTORATION - (PHASE II - INTERIOR RESTORATION)
 PROJECT NO. 2007-027 FOR THE DEPARTMENT OF
 ADMINISTRATION, DIVISION OF ARCHITECTURE

COPY

Requisition Total 30,449.00

Req. Date: 08/03/2009

Requested By: AUDREY

Buyer Id:

Approved By: 

This Is Not A Purchase Order

May 28, 2009

Chris Charas
City of Jersey City
Division of Architecture
575 Route 440
Jersey City, NJ 07305

Via Fax 201-547- 5806

Re: Apple Tree House/Interior Rehabilitation: Archaeological Compliance

Dear Mr. Charas:

Further to our recent discussions and a review of the most recent demolition and construction drawings for the interior and for the ADA ramp, we consider that an appropriate level of effort will be as follows:

- Excavate two excavation units (five days in the field) at the locations of two of the new ramp supports
- Three days of monitoring of the installation of the other sonotubes, and one day for the monitoring of the utilities installation.
- Excavate two units within the footprint of the elevator shaft in the west basement (the 18th century portion of the structure). Five days in the field.
- Five days of monitoring within the west basement during floor removal and the excavation of the hydraulic line for the elevator.

The current daily rate for excavation is \$2856 (including artifact analysis and reporting)

The current daily rate for monitoring is \$950.

The total proposed revised budget is therefore \$30,449. A cost sheet is attached.

Please let me know if you have any questions or need more detail.

Yours sincerely



Ian Burrow, Ph.D., RPA
Vice President

C:\Documents and Settings\GWrigley\Desktop\Apple Tree-Van Wagenen Interior and revised ADA 5-28-09.doc

**APPLE TREE/VAN WAGENEN HOUSE ADA RAMP REVISIONS
ADDITIONAL ARCHAEOLOGICAL MITIGATION
TIME AND COST ESTIMATE**

LABOR

	Hours	Loaded Rate	Loaded Cost
Field Investigations			
Principal	8.00	\$117.32	\$938.56
Principal Investigator	80.00	\$83.42	\$6,673.60
Senior Archaeologist	80.00	\$40.41	\$3,232.80
Assistant Archaeologist	80.00	\$36.60	\$2,928.00
Totals	248.00		\$13,772.96
Artifact Analysis			
Laboratory Supervisor	32.00	\$40.41	\$1,293.12
Field Assistant	16.00	\$36.60	\$585.60
Totals	48.00		\$1,878.72
Report			
Principal	12.00	\$117.32	\$1,407.84
Principal Investigator	16.00	\$83.42	\$1,334.72
Report Manager	16.00	\$75.60	\$1,209.60
Senior Archaeologist	24.00	\$40.41	\$969.84
CAD Specialist	32.00	\$46.93	\$1,501.76
Totals	100.00		\$6,423.76
TOTAL LABOR			\$22,075.44
EXPENSES			
Travel	1550 miles @	\$0.445	\$689.75
Tolls NJTP 8 return trips Trenton			\$84.00
TOTAL EXPENSES			\$773.75
LABOR			\$22,075.44
MONITORING	8	days @ \$950	\$7,600.00
TOTAL COST			\$30,449
Daily cost for Excavation			\$2,856

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

The contractor and the CITY of JERSEY CITY, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print): IAN BURROW VICE PRESIDENT
Representative's Signature: Ian Burrow
Name of Company: HUNTER RESEARCH INC
Tel. No.: 609 695 0122 Date: 8/7/09

**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 : HUNTER RESEARCH INC.
Address : 120 WEST STATE ST TRENTON NJ 08609
Telephone No. : 609 695 0122
Contact Name : IAN BURROW

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : HUNTER RESEARCH INC.
Address : 120 WEST STATE STREET TRENTON NJ 08608
Telephone No. : 609 695 0122
Contact Name : IAN BURROW

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.

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Cont)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

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

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

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

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

Representative's Name/Title (Print): IAN BURROW VICE PRESIDENT
Representative's Signature: Ian Burrow
Name of Company: HUNTER RESEARCH INC.
Tel. No.: 609 695 0122 Date: 8/7/09

**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 HUNTER RESEARCH INC. (name of business entity) has not made any reportable contributions in the **one-year period preceding AUGUST 2009 (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 HUNTER RESEARCH INC. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: HUNTER RESEARCH INC.

Signed Ian Burrow Title: VICE PRESIDENT

Print Name: IAN BURROW Date: 8/7/09

Subscribed and sworn before me
this 7th day of AUG, 2009.

My Commission expires: SEPT 26, 2013

Gideon Bernhard

(Affiant)

GIDEON BERNHARD / LICENSED FINANCIAL SPECIALIST

(Print name & title of affiant) (Corporate Seal)

RECEIVED
2009 AUG 11 AM 11:30
DIVISION OF ARCHITECTURE



*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
DEPARTMENT OF THE TREASURY
DIVISION OF PUBLIC CONTRACTS EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Form AA302

Employee Information Report

Form AA302
 Rev. 10/09

STATE OF NEW JERSEY
 Division of Public Contracts Equal Employment Opportunity Compliance

EMPLOYEE INFORMATION REPORT
 IMPORTANT: INFORMATION ON THIS REPORT IS FOR COMPLIANCE PURPOSES ONLY. THIS REPORT IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE INFORMATION PROVIDED HEREON IS THE PROPERTY OF THE DIVISION OF PUBLIC CONTRACTS EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE. IT IS TO BE KEPT CONFIDENTIAL AND NOT TO BE RELEASED TO ANY OTHER AGENCY OR INDIVIDUAL.

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY: **22-29959385**

2. TYPE OF BUSINESS: 1. MANUFACTURING 2. SERVICE 3. WHOLESALE 4. RETAIL 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE LEAST COMPANY: **20**

4. COMPANY NAME: **Hunter Research Inc**

5. STREET: **120 W. State St** CITY: **Trenton** COUNTY: **Mercer** STATE: **NJ** ZIP CODE: **08608**

6. NAME OF PARENT OR AFFILIATED COMPANY (IF WORK IS LOCATED): **None** CITY: STATE: ZIP CODE:

7. CHECK ONE: EMPLOYEE OF THE COMPANY CONTRACTOR SUBCONTRACTOR

8. IF APPLICABLE, CHECK ONE: FEDERAL GOVERNMENT STATE GOVERNMENT LOCAL GOVERNMENT

9. CITY: **Jersey City** COUNTY: **Hudson** STATE: **NJ** ZIP CODE: **07305**

11. Report all permanent, temporary and part-time employees (SEE YOUR STATE PAYROLL). Show the appropriate figure on all lines and in all columns. Report those who are employed on a particular date, when a date is given. ALL employees are to be listed in accordance with the categories in columns 1, 2, & 3. **DO NOT REPORT: RETIRED EMPLOYEES.**

JOB CATEGORIES	RACE			ETHNICITY					SEX		
	WHITE	BLACK	OTHER	BLACK	SPANISH	ASIAN	AMERICAN INDIAN	OTHER	MALE	FEMALE	OTHER
Executive/Management	2	2							2		
Professional	5	3	2						3		2
Technician	5	3	2						3		1
Office/ Clerical											
Construction (Skilled)	8	6	2						6		2
Operator/ Machine/ Craft											
Transportation (Operating)											
Service Workers											
YOUTH											
Part-time/ Temporary/ Seasonal/ Other	23	14	6						14		1
The sum above must NOT be included in the figures for the appropriate categories above:											
	20	14	6						14		1

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC OBTAINED? From Payroll From Employer Records Other (Specify):

13. DATE OF PAYROLL PROCURED: From: **7/20/09** To: **8/2/09**

14. IS THIS THE MOST EMPLOYEES INFORMATION REPORT SUBMITTED? YES NO

15. IN HOW MANY LAST REPORTS SUBMITTED? NO. DATE YEAR: **3 11 2005**

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type): **Patricia Madrigal** SIGNATURE: *Patricia Madrigal* TITLE: **Bus. Mgr** DATE: **8/10/2009**

17. ADDRESS: NO. & STREET: **120 W. State St** CITY: **Trenton** COUNTY: **Mercer** STATE: **NJ** ZIP CODE: **08608** PHONE (AREA CODE, NO. EXTENSION): **609-695-2622**

I certify that the information on this form is true and correct.

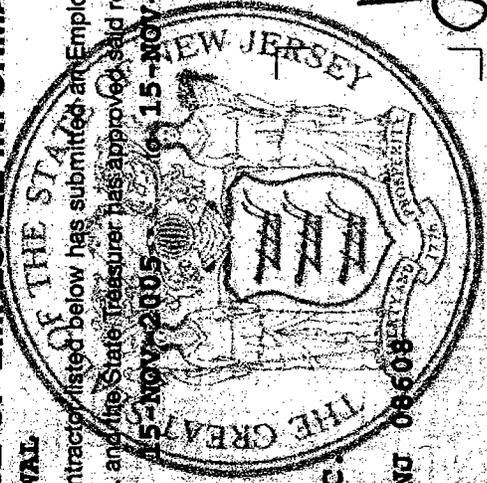
WHITE - DIV. OF PUBLIC CONTRACTS EEO; GREEN - DIV. OF PUBLIC CONTRACTS EEO DO; PINK - PUBLIC AGENCY; GOLD - VENDOR

Certification 9320

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-2005 to 15-NOV-2012



**HUNTER RESEARCH, INC.
120 W. STATE STREET
TRENTON**

John D. Lawrence

State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

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

TAXPAYER NAME:

HUNTER RESEARCH, INC.

TAXPAYER IDENTIFICATION#

222-959-385/000

ADDRESS

120 WEST STATE STREET
TRENTON NJ 08608

EFFECTIVE DATE:

02/27/89

TRADE NAME:

CONTRACTOR CERTIFICATION#

0098309

ISSUANCE DATE:

09/19/01

Patricia A. Chiacchis

Director, Division of Revenue

FORM-BRC(08-01)

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

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

City Clerk File No. Res. 09-853

Agenda No. 10.Z.15

Approved: OCT 14 2009



TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO DRESDNER ROBIN FOR THE DESIGN AND PREPARATION OF PHASE 1 PRELIMINARY CONSTRUCTION PLANS, FEASIBILITY STUDY AND ENVIRONMENTAL ASSESSMENT, FOR BISHOP STREET EXTENSION, PROJECT NO 09-012, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL AS A WHOLE
FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE

WHEREAS, the City of Jersey City (City) requires the professional services of an engineering firm to design and prepare Phase 1 preliminary construction plans, feasibility study and environmental assessment for the Bishop Street Extension Project (south of Grand Street to Maple Street) Project No. 09-012; and

WHEREAS, in response to the City's verbal request for a Proposal specifically for this project, Dresdner Robin 371 Warren Street, Jersey City, New Jersey, 07303 submitted the attached revised Proposal dated July 15, 2009 for the design and preparation of Phase 1 preliminary construction plans, feasibility study and environmental assessment in the amount of \$43,000.00 ; and

WHEREAS, in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et. seq., the City, in March 2009, publicly advertised a Request for Qualifications (RFQ) for general civil engineering services through the "fair and open process" and evaluated each firm as to its qualifications to provide these services; and

*B.R.
want*

WHEREAS, Dresdner Robin submitted a Qualification Statement in response to the City RFQ; and

WHEREAS, Dresdner Robin is a pre-qualified engineering firm with full capability to provide technical and civil engineering assistance to support engineering functions such as roadway design and construction management; and

WHEREAS, funds are available for this expenditure from

Acct: # 04-215-55-842-990 P.O. #L-~~98142~~ \$43,000.00

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 19:40A:11-1 et. seq.; and

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

WHEREAS, this contract is awarded pursuant to the fair and open process of the Pay-To-Play-Law, N.J.S.A. 19:44A-20.4 et. seq.; and

WHEREAS, Dresdner Robin has submitted its Certification of Compliance with the City's Contractor Pay-To-Play Reform Ordinance 08-128 adopted on September 3, 2008.

OCT 14 2009

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO DRESDNER ROBIN FOR THE DESIGN AND PREPARATION OF PHASE I PRELIMINARY CONSTRUCTION PLANS, FEASIBILITY STUDY AND ENVIRONMENTAL ASSESSMENT, FOR BISHOP STREET EXTENSION, PROJECT NO 09-012, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with Dresdner Robin, for providing engineering services for a total contract of \$43,000.00 for Phase 1;
2. The term of the contract shall be 120 calendar days from the date the contract is executed by the City's Business Administrator;
3. This agreement is awarded without competitive bidding as a Professional Services Agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
4. A copy of this Resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within 10 days of its adoption.
5. This contract is awarded using the Fair and Open Process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.
6. The award of this contract shall be subject to the condition that the vendor provide satisfactory evidence of compliance with the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
7. 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.

J.A.
10/13/09

I Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

Acct: # 04-215-55-842-990 P.O. #L 98142 \$ 43,000.00

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Asst. Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT,
INC.

Trade Name:

Address: 371 WARREN ST PO BOX 38
JERSEY CITY, NJ 07303-0038

Certificate Number: 0104629

Effective Date: June 12, 1992

Date of Issuance: September 29, 2009

For Office Use Only:
20090929134304462

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

I certify that I am President

of the firm Dresdner Robin

the vendor submitting the Qualification Statement for the above named project, and that I executed the said qualification statement with full authority so to do; that said Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Qualification Statement 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 Qualification Statement and in the statements contained in this affidavit in awarding the contract for the said project.

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

(Signature of
respondent)


Fred Worstell

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

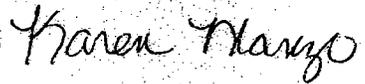
April 6

OF 20 09

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF New Jersey
MY COMMISSION EXPIRES: 20

My Commission Expires June 17, 2013



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

PUBLIC DISCLOSURE INFORMATION

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

STOCKHOLDERS:

Name	Address	% owned
Fred Worstell	30 Oak Ridge Road Basking Ridge, NJ 07920	75

SIGNATURE:

Fred Worstell
Fred Worstell

TITLE:

President

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

April 6 OF 20 09

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF *New Jersey*
MY COMMISSION EXPIRES: 20

My Commission Expires June 17, 2013

Haron Marzo

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

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)**

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

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

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

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

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

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

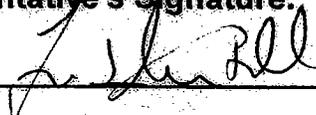
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

Goods, Professional Services and General Service Contracts (Mandatory Affirmative Action Language)

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

Representative's Name/Title (Print): Fred Worstell/President

Representative's Signature:



Name of Company:

Dresdner Robin

Tel. No.: 201-217-9200 Date: 4/6/09

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

The contractor and the President of Dresdner Robin, (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. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability (continued)

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title

Print): Fred Worstell/President

Representative's Signature:



Name of Company:

Dresdner Robin

Tel. No.: 201-217-9200

Date: 4/6/09

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 qualification statement.

Business Name: Dresdner Robin

Address: 371 Warren Street, 3rd Floor, Jersey City, NJ 07302

Telephone No.: 201-217-9200

Contact Name: M. Eugene Back

Please check applicable category:

- | | |
|---|---|
| <input type="checkbox"/> Minority Owned | <input type="checkbox"/> Minority & Woman Owned |
| <input type="checkbox"/> Woman Owned | <input checked="" type="checkbox"/> Neither |

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

**AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

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

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

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

OR

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

OR

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

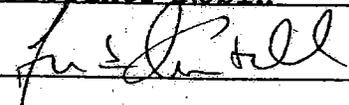
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

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

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

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

COMPANY: Dresdner Robin

SIGNATURE: 

DATE: 4/6/09

PRINT

NAME: Fred Worstell

TITLE: President

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2006** to **15-JAN-2013**

**DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT
371 WARREN STREET
JERSEY CITY NJ 07302 3035**



John St. Lawrence

State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 282
TRENTON, N.J. 08646-0282

TAXPAYER NAME:
DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT

TRADE NAME:

TAXPAYER IDENTIFICATION#:
223-142-211/000

SEQUENCE NUMBER:
0104629

ADDRESS:
371 WARREN ST P.O. BOX 38
JERSEY CITY N.J. 07303-0038

ISSUANCE DATE:
09/05/02

EFFECTIVE DATE:
12/12/91



FORM-BRC(08-01)

Acting Director

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

APPENDIX A:

City of Jersey City - Division of Engineering
RFQ - General Civil Engineering Services 2009-2011

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

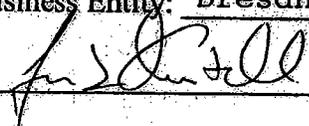
PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Dresdner Robin (name of business entity) has not made any reportable contributions in the **one-year period preceding April 7, 2009 (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 Dresdner Robin (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Dresdner Robin

Signed  Title: President

Print Name Fred Worstell Date: April 6, 2009

Subscribed and sworn before me
this 6th day of April, 2009

My Commission expires:

Karen Nantz

My Commission Expires June 17, 2013

(Affiant)

Fred Worstell- President

(Print name & title of affiant) (Corporate Seal)

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

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

City Clerk File No. Res. 09-854

Agenda No. 10.Z.16

Approved: OCT 14 2009

TITLE:



RESOLUTION AUTHORIZING A FOURTH AMENDMENT TO A PROFESSIONAL SERVICE CONTRACT TO URBahn ARCHITECTS, P.C., IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION OF A NEW PUBLIC SAFETY COMMUNICATIONS CENTER, PROJECT NO. 2004-009 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

**COUNCIL
RESOLUTION:**

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, the Municipal Council of the City of Jersey City at its March 22, 2006 meeting did authorize the award of a Professional Service Agreement between the City of Jersey City and Urbahn Architects to provide design and construction administration services for the new Public Safety Communications Center at 73-85 Bishop Street, Jersey City, New Jersey; and

WHEREAS, the Municipal Council of the City of Jersey City at its January 27, 2007 meeting did authorize an amendment to the aforementioned contract to include additional services, which were not part of the original contract. The Police and Fire Departments determined that they needed the services of a consultant to design, coordinate, specify, and provide construction administration of the communications system within the building for the sum of \$368,000.00 bringing the overall base contract amount to \$1,205,180.00; and

WHEREAS, the Municipal Council of the City of Jersey City at its December 17, 2008 meeting did authorizing an amendment to the aforementioned contract to include additional services that were not part of the original contract, to provide LEED Design Services as part of the City's Sustainable Design Initiative for the sum of \$188,000.00 bringing the overall base contract amount to \$1,393,180.00; and

*R.R.
6-2-09*

WHEREAS, the Municipal Council of the City of Jersey City at its June 17, 2009 meeting did authorize an amendment to the aforementioned contract to include additional services that were not part of the original contract, to provide additional services for the extended construction schedule due to unforeseen site conditions, and design, construction, and coordination issues among the trades, for the sum of \$178,316.00 bringing the overall base contract amount to \$1,571,486.00; and

WHEREAS, additional services have become necessary to extend construction support services due to the extended construction schedule; and

WHEREAS, the construction schedule has been extended due to Owner directed changes from both the Police and Fire Departments that have required design revisions to the base building, power distribution and wiring, voice/data/telecommunications wiring, and security systems; and

WHEREAS, the construction schedule has been further extended due to Owner directed changes from both the Police and Fire Departments requiring additions to the scope of work, including design and system integration of a new firehouse alerting system to be installed in each firehouse in the City; and

WHEREAS, the construction schedule has been further extended due to Owner directed requests from both the Police and Fire Departments to expand the scope of work to include all call center systems integration and support, equipment installation coordination of seven (7) individual owner-contracted equipment vendors, system testing, start-up and training services; and

WHEREAS, it has become necessary to amend the aforementioned contract due to change in scope of work; and

WHEREAS, the additional amount to be encumbered for this amendment shall not exceed **THREE HUNDRED SEVENTY-EIGHT THOUSAND DOLLARS (\$378,000.00)** bringing the overall base contract amount to **ONE MILLION NINE HUNDRED FORTY-NINE THOUSAND FOUR HUNDRED EIGHTY-SIX DOLLARS (\$1,949,486.00)**; and

OCT 14 2009

TITLE:

RESOLUTION AUTHORIZING A FOURTH AMENDMENT TO A PROFESSIONAL SERVICE CONTRACT TO URBahn ARCHITECTS, P.C., IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION OF A NEW PUBLIC SAFETY COMMUNICATIONS CENTER, PROJECT NO. 2004-009 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

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

WHEREAS, the funds are available for this expenditure from

<u>Account</u>	<u>P. O. No.</u>	<u>Amount</u>
04-215-55-856-990	98231	\$378,000.00

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

1. a. The agreement with Urbahn Architects is amended to increase the fee by an additional \$378,000.00; and
 - b. All other terms and conditions of the agreement shall remain in effect; and
2. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution.
3. This Agreement shall be subject to the condition that Urbahn Architect, P.C. 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 Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

J.A. 10/17/09

I, Donna Mauer (Donna Mauer), as Chief Financial Officer hereby certify that these funds are available for this expenditure in Account Number 04-215-55-856-990 for payment of the above Resolution.

gw
October 5, 2009

APPROVED: [Signature]
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

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

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

LEGISLATIVE FACT SHEET

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

1. FULL TITLE OF LEGISLATION:

RESOLUTION AUTHORIZING A FOURTH AMENDMENT TO A PROFESSIONAL SERVICE CONTRACT TO URBAN ARCHITECTS, P.C., IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION OF A NEW PUBLIC SAFETY COMMUNICATIONS CENTER, PROJECT NO. 2004-009 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

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

Glenn A. Wrigley, A.I.A., Chief Architect, Division of Architecture; 547-5900

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

Additional services have become necessary to extend construction support services due to the extended construction schedule.

4. ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:

Services of architect are needed in order to assure that the intent of the design is carried out for the remainder of the extended construction.

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

The funds for this increase are available in account number 04-215-55-856-990 in the amount of the and **THREE HUNDRED SEVENTY-EIGHT THOUSAND DOLLARS (\$378,000.00)** bringing the overall base contract amount to **ONE MILLION NINE HUNDRED FORTY-NINE THOUSAND FOUR HUNDRED EIGHTY-SIX DOLLARS (\$1,949,486.00)**; and

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

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

7. ANTICIPATED COMPLETION OF PURCHASE DATE:

Seven (7) Months

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.



SIGNATURE OF DIVISION DIRECTOR

10-6-09

DATE

SIGNATURE OF DEPARTMENT DIRECTOR

DATE

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE

INTERDEPARTMENTAL MEMORANDUM

DATE : October 6, 2009

TO : Jeana Abuan, Affirmative Action Officer, Public Agency Compliance Officer

FROM : Glenn A. Wrigley, A.I.A., Chief Architect 

SUBJECT : Loews Theater - Historic Structures Report
Project No. 2010-007
Re: Holt, Morgan, Russell Architects
Public Safety Communications Center
Project No. 2004-009
Re: Urbahn Architect, P.C.

Attached for your approval are the resolutions for the above referenced projects. Upon your review please forward to Brian O'Reilly for signature. Please note that these are time sensitive issues, requiring expedite review, your assistance will be appreciated.

ab

c: Brian O'Reilly, Business Administrator
Peter Folgado, Acting Director, Division of Purchasing

2009 OCT -7 AM 10:51
RECEIVED
Office of Equal Opportunity/
Affirmative Action

CITY OF JERSEY CITY

Requisition #

0147737

Assigned PO #

Requisition

Vendor
URBAHN ARCHITECTS P.C.
60 PARK PLACE, SUITE 302
NEWARK NJ 07102

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

Dept. Ship To
575 ROUTE 440
JERSEY CITY NJ 07305

UR480150

Contact Info
GLENN A. WRIGLEY
0005475900

Quantity	UOM	Description	Account	Unit Price	Total
1.00	1	PUBLIC SAFETY	04-215-55-856-990	378,000.00	378,000.00

PUBLIC SAFETY COMMUNICATIONS CENTER

PROJECT NO. 2004-009

RESOLUTION AUTHORIZING A FOURTH AMENDMENT TO A PROFESSIONAL SERVICE CONTRACT TO URBAHN ARCHITECTS P.C., IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION OF A NEW PUBLIC SAFETY COMMUNICATIONS CENTER, PROJECT NO. 2004-009 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

RECEIVED
Office of Equal Opportunity/
Affirmative Action
2009 OCT-07 AM 10:51

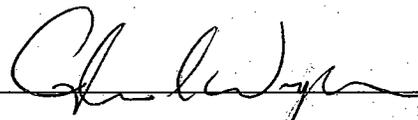
COPY

Requisition Total 378,000.00

Req. Date: 10/06/2009

Requested By: AUDREY

Buyer Id:

Approved By: 

This Is Not A Purchase Order

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

City Clerk File No. Res. 09-485

Agenda No. 10.Z.33

Approved: JUN 17 2009

TITLE:



RESOLUTION AUTHORIZING A THIRD AMENDMENT TO A PROFESSIONAL SERVICE CONTRACT TO URBAHN ARCHITECTS, P.C., IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION OF A NEW PUBLIC SAFETY COMMUNICATIONS CENTER, PROJECT NO. 2004-009 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

**COUNCIL
RESOLUTION:**

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, the Municipal Council of the City of Jersey City at its March 22, 2006 meeting did authorize the award of a Professional Service Agreement between the City of Jersey City and Urbahn Architects to provide design and construction administration services for the new Public Safety Communications Center at 73-85 Bishop Street, Jersey City, New Jersey; and

WHEREAS, the Municipal Council of the City of Jersey City at its January 27, 2007 meeting did authorize an amendment to the aforementioned contract to include additional services, which were not part of the original contract. The Police and Fire Departments determined that they needed the services of a consultant to design, coordinate, specify, and provide construction administration of the communications system within the building for the sum of \$368,000.00 bringing the overall base contract amount to \$1,205,180.00; and

WHEREAS, the Municipal Council of the City of Jersey City at its December 17, 2008 meeting did authorizing an amendment to the aforementioned contract to include additional services that were not part of the original contract, to provide LEED Design Services as part of the City's Sustainable Design Initiative for the sum of \$188,000.00 bringing the overall base contract amount to \$1,393,180.00; and

WHEREAS, additional services have become necessary to extend construction support services due to the extended construction schedule; and

WHEREAS, the construction has been delayed due to unforeseen site conditions, and unforeseen design and coordination issues due to site conditions, and coordination issues among trades; and

WHEREAS, it has become necessary to amend the aforementioned contract due to change in scope of work; and

WHEREAS, the additional amount to be encumbered for this amendment shall not exceed **ONE HUNDRED SEVENTY-EIGHT THOUSAND THREE HUNDRED SIXTEEN DOLLARS (\$178,316.00)** bringing the overall base contract amount to **ONE MILLION FIVE HUNDRED SEVENTY-ONE THOUSAND FOUR HUNDRED EIGHTY-SIX DOLLARS (\$1,571,486.00)**; and

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

WHEREAS, the funds are available for this expenditure from

<u>Account</u>	<u>P. O. No.</u>	<u>Amount</u>
04-215-55-838-990	94716	\$366,316.00

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

1. a. The agreement with Urbahn Architects is amended to increase the fee by an additional **\$178,316.00**; and
- b. All other terms and conditions of the agreement shall remain in effect; and

COPY

TITLE: RESOLUTION AUTHORIZING A THIRD AMENDMENT TO A PROFESSIONAL SERVICE CONTRACT TO URBahn ARCHITECTS, P.C., IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION OF A NEW PUBLIC SAFETY COMMUNICATIONS CENTER, PROJECT NO. 2004-009 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

- 2. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution.
- 3. This Agreement shall be subject to the condition that Urbahn Architect, P.C. 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 Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

J.A. 6/17/09

I, Donna Mauer (Donna Mauer), as Chief Financial Officer hereby certify that these funds are available for this expenditure in Account Number 04-215-55-838-990 for payment of the above Resolution. PO #947110

ab
June 11, 2009

APPROVED: [Signature]
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6/17/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
KENNY	✓			FULOP	✓			FLOOD	ABSENT		
LIPSKI	✓			RICHARDSON	✓			VEGA, 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]
Mariano Vega, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 08-950

Agenda No. 10.Z.2

Approved: DEC 17 2008



TITLE:

RESOLUTION AUTHORIZING A SECOND AMENDMENT TO A PROFESSIONAL SERVICE CONTRACT TO URBahn ARCHITECTS, P.C., IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION OF A NEW PUBLIC SAFETY COMMUNICATIONS CENTER, PROJECT NO. 2004-009 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

**COUNCIL
RESOLUTION:**

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, the Municipal Council of the City of Jersey City at its March 22, 2006 meeting did authorize the award of a Professional Service Agreement between the City of Jersey City and Urbahn Architects to provide design and construction administration services for the new Public Safety Communications Center at 73-85 Bishop Street, Jersey City, New Jersey; and

WHEREAS, the Municipal Council of the City of Jersey City at its January 27, 2007 meeting did authorize an amendment to the aforementioned contract to include additional services, which were not part of the original contract. The Police and Fire Departments determined that they needed the services of a consultant to design, coordinate, specify, and provide construction administration of the communications system within the building for the sum of \$368,000.00 bringing the overall base contract amount to \$1,205,180.00; and

WHEREAS, the City's Sustainable Design Initiative and proposed ordinances mandate that all new public buildings be designed to achieve LEED Certification; and

WHEREAS, these additional services represent a change in the scope of work, and are necessary in order to provide the communications infrastructure needed for operation of the new building, and

WHEREAS, it has become necessary to amend the aforementioned contract due to change in scope of work; and

WHEREAS, the additional amount to be encumbered for this amendment shall not exceed ONE HUNDRED EIGHTY-EIGHT THOUSAND DOLLARS (\$188,000.00) bringing the overall base contract amount to ONE MILLION THREE HUNDRED NINETY-THREE THOUSAND ONE HUNDRED EIGHTY DOLLARS (\$1,393,180.00); and

WHEREAS, the funds are available for this expenditure from

<u>Account</u>	<u>P. O. No.</u>	<u>Amount</u>
04-215-55-838-990	94716	\$188,000.00

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. a. The agreement with Urbahn Architects is amended to increase the fee by an additional \$188,000.00; and
- b. All other terms and conditions of the agreement shall remain in effect; and

COPY

TITLE:

RESOLUTION AUTHORIZING A SECOND AMENDMENT TO A PROFESSIONAL SERVICE CONTRACT TO URBAHN ARCHITECTS, P.C., IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION OF A NEW PUBLIC SAFETY COMMUNICATIONS CENTER, PROJECT NO. 2004-009 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

- 2. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution.
- 3. This Agreement shall be subject to the condition that Urbahn Architect, P.C. provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

J.A. 12/7/08

I, Donna Mauer (Donna Mauer), as Chief Financial Officer hereby certify that these funds are available for this expenditure in Account Number 04-215-55-838-990 for payment of the above Resolution.

ab
December 8, 2008

APPROVED: _____
APPROVED: B O'Reilly
Business Administrator

APPROVED AS TO LEGAL FORM
Paul R. Kelly
Asst. Corporation Counsel

Certification Required
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12/17/08											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN		ABSENT	
SPINELLO	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Mariano Vega, Jr.
Mariano Vega, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 07-069

Agenda No. 10.7

Approved: JAN 24 2007

TITLE:



RESOLUTION AMENDING A PROFESSIONAL SERVICE CONTRACT TO URBahn ARCHITECTS, P.C., IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION OF A NEW PUBLIC SAFETY COMMUNICATIONS CENTER, PROJECT NO. 2004-009 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

COUNCIL
FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE

WHEREAS, the Municipal Council of the City of Jersey City at its March 22, 2006 meeting did authorize the award of a Professional Service Agreement between the City of Jersey City and Urbahn Architects; and

WHEREAS, the aforementioned building represents the consolidation of the City's communication systems for Police, Fire and Emergency Medical Services; and

WHEREAS, the Police and Fire Departments, through exhaustive planning and study have determined that they will now require the services of a consultant to design, coordinate, specify, and provide construction administration of the communications system within the building, and

WHEREAS, these services are separate and distinct from the previously authorized city-wide radio system, and were not included in any previous contract awarded by the City; and

WHEREAS, these additional services represent a change in the scope of work, and are necessary in order to provide the communications infrastructure needed for operation of the new building, and

WHEREAS, it has become necessary to amend the aforementioned contract due to change in scope of work; and

WHEREAS, the additional amount to be encumbered for this amendment shall not exceed THREE HUNDRED SIXTY-EIGHT THOUSAND DOLLARS (\$368,000.00) bringing the overall base contract amount to ONE MILLION TWO HUNDRED FIVE THOUSAND ONE HUNDRED EIGHTY DOLLARS (\$1,205,180.00); and

WHEREAS, the funds are available for this expenditure from

<u>Account</u>	<u>P. O. No.</u>	<u>Amount</u>
04-215-55-533-990	85155	\$368,000.00

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. a. The agreement with Urbahn Architects is amended to increase the fee by an additional \$368,000.00; and
- b. All other terms and conditions of the agreement shall remain in effect; and

COPY

TITLE:

RESOLUTION AMENDING A PROFESSIONAL SERVICE CONTRACT TO URBahn ARCHITECTS, P.C., IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION OF A NEW PUBLIC SAFETY COMMUNICATIONS CENTER, PROJECT NO. 2004-009 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

- 2. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution.
- 3. This Agreement shall be subject to the condition that Urbahn Architect, P.C. provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

J.A.
1/9/07

I, Donna Mauer (Donna Mauer), as Chief Financial Officer hereby certify that these funds are available for this expenditure in Account Number 04-215-55-533-990 for payment of the above Resolution.

ab
December 6, 2006

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: B. O'Keefe
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1/24/07											
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)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Mariano Vega, Jr.
Mariano Vega, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. RES. 06-202

Agenda No. 10.N.

Approved: MAR 22 2006



TITLE:

RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE AGREEMENT TO URBahn ARCHITECTS, P.C. IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION OF A NEW PUBLIC SAFETY COMMUNICATIONS CENTER, PROJECT NO. 2004-009, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE.

RECEIVED
2006 MAR 24 PM 3:30
DIVISION OF ARCHITECTURE

**COUNCIL
THE FOLLOWING RESOLUTION:**

OFFERED AND MOVED ADOPTION OF

WHEREAS, the City of Jersey City requires the services of a professional architectural firm to provide architectural services in connection with the design and construction administration of the New Public Safety Communications Center, Jersey City, New Jersey; and

WHEREAS, the City of Jersey City has solicited proposals for the above-mentioned work. Three (3) proposals were received from:

<u>Name of Firm</u>	<u>Base Fee</u>	<u>Reimbursables</u>	<u>Total Fee</u>
Urbahn Architects, P.C.	\$785,680	\$51,500	\$837,180
Lichtman Associates	\$775,000	\$80,000	\$855,000
NJ K.12 Architects	\$965,214	\$25,250	\$990,464

WHEREAS, the City is acquiring these services 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 Chief Architect has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, Urbahn Architects, P.C., 60 Park Place, Suite 302, Newark, New Jersey 07102 possesses the necessary qualifications to undertake this project and has submitted the attached proposal dated January 19, 2006 in response to the City's Request for Proposals dated December 15, 2005 for the sum of \$837,180.00; and

WHEREAS, these funds are available for this expenditure from Account:

04-215-55-533-990 P.O. No. 81690 \$837,180.00

WHEREAS, Donald E. Henry, Jr., has completed and submitted a Business Entity Disclosure Certification which certifies that Urbahn Architects, P.C. has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit Urbahn Architects, P.C. from making any reportable contributions during the term of the contract; and

WHEREAS, Donald E. Henry, Jr., has submitted a Chapter 271 Political Contribution Disclosure Certification on behalf of Urbahn Architects, P.C.; and

WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.) these services are professional services which may be awarded without public bidding; and

COPY

TITLE:

RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE AGREEMENT TO URBAHN ARCHITECTS, P.C., IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION OF A NEW PUBLIC SAFETY COMMUNICATIONS CENTER, PROJECT NO. 2004-009, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement with the firm of Urbahn Architects for a lump sum fee not to exceed EIGHT HUNDRED THIRTY-SEVEN THOUSAND ONE HUNDRED EIGHTY AND 00/100 DOLLARS (\$837,180.00);
2. This contract be awarded without competitive bidding as a "professional" service: under the provisions of the Local Public Contracts Law because the services will be rendered by persons authorized by law to practice a recognized profession; and
3. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution; and
4. A copy of this Resolution be published in a newspaper of general circulation within the City of Jersey City as required by law within ten (10) days of the adoption of this Resolution. N.J.S.A. 40A:11-1, et. seq.
5. The award of this agreement shall be subject to the condition that Consultant provide satisfactory evidence of compliance with the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et-seq.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certifies that these funds are available for this expenditure in Account No.04-215-55-533-990 for payment of the above Resolution. PO# 81690

March 17, 2006

ab

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
 Business Administrator

 Corporation Counsel

Certification Required

Not Required APPROVED

8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3/22/06							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN		ABSENT	
SPINELLO	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, 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]
 Mariano Vega, Jr., President of Council

[Signature]
 Robert Byrne, City Clerk



10 September 2009

Mr. Glenn Wrigley
Chief Architect
City of Jersey City
Division of Architecture
575 Route 440
Jersey City, NJ 07305

Re: JC Public Safety Communication Center
JC 2004-009, UA 0604-00 / 02C

Subj: Revised and final change order fee proposal PCO 10
Communications Systems Support and Extension of Construction Phase Services

Dear Mr. Wrigley:

Pursuant to your comments, enclosed please find our revised fee proposal to extend support of communications systems site integration and base construction phase support services as follows:

EXTENSION OF CONSTRUCTION PHASE SUPPORT - PHASE 916

Although our base construction phase services were extended to the end of April as part of PCO 09, the construction at the site is not complete yet. The proposal therefore includes:

- Extension of the base construction support services for five months from May 1 to December 31, 2009.
- Support of owner directed changes are included and consist of design revisions to the base building construction, trade coordination, and preparation of bulletins. Changes to date include bulletins 21 (AV changes), bulletin 25 (Training Supervisor Console), and bulletin 28 (Call Center CCTV), bulletin 29 (Security Office Millwork), and bulletin 30 (Call Center circuits and AV podium).

SYSTEMS INTEGRATION SITE SUPPORT - PHASE 907

This proposal seeks to activate and fund the construction systems integration and site support allowance that was originally proposed under PCO 03 in September 21, 2006, but has not yet been funded by the City.

In addition to site supervision and systems integration, the proposal includes:

- Preparation of bulletins and design revisions as directed by the owner or required due to equipment upgrade and coordination (bulletin 17, Server room row A; bulletin 18, radio room voice recorder; bulletin 19, TSER layout and service; bulletin 21, AV revisions; bulletin 24, patch cords).



Glenn Wrigley, JC, 10 September 2009
Page 2 of 3

SMW and UA have been providing these site support services for phase 907 on a time and materials basis since February 18, 2009. The allowance has been depleted as of June 30, 2009.

SYSTEMS INTEGRATION SITE SUPPORT - PHASE 917

The initial allowance for communications systems support (phase 907) will be extended until the end of December 2009. This will allow for JCPD IT Group to move into the new PSCC facility, test the systems, and prepare for the initial user training program.

- Site support for systems integration is extended by six months from July 1 to December 31, 2009.
- Support of owner directed changes or design revisions required due to updated equipment or systems.

FIREHOUSE ALERTING SYSTEM SUPPORT - PHASE 918

Support during JCFD move to 75 Bishop and implementation of firehouse alerting system.

This task is not expected to start until later this year and is expected to run from about December 2009 through February 2010 (see enclosed SMW memorandum).

COMPENSATION

The proposed change order consists of

- Summary Cost Sheet (1 page)
- Salary Costs by Consultant (1 page)
- Manhour worksheet by tasks (1 page)
- Direct Costs and Expenses worksheet (1 page)

The total cost of this proposal amounts to Three Hundred and Seventy-Eight Thousand Dollars (\$378,000.00).

The lump sum cost for this proposal will be billed based on the additional work performed to date and the balance of the services on a monthly basis, and in accordance with contract terms governing negotiated additional services. The billing schedule for these services will be as follows:

• Fee for additional services through December 31, 2009	\$108,800.00
monthly billing (May - Dec)	\$13,600.00
• Fee for Systems Site Support from February to July 2009	\$118,000.00
• Fee for Systems Site Support from July to December 31, 2009	\$110,900.00
monthly billing	\$18,483.00
• Fee for Firehouse Alerting System Integration	\$40,300.00



Glenn Wrigley, JC, 10 September 2009
Page 3 of 3

By signing below JC Division of Architecture is acknowledging acceptance of this proposal and authorizing us to proceed. Please return one executed copy to this office and call if you have any questions about these services or the fee proposal.

Sincerely,

A handwritten signature in black ink, appearing to be "UB", written over a faint circular stamp.

Bamert
I am the author of this document
2009.09.10 19:39:42 -04'00'

Urs Bamert, AIA
Project Manager

Accepted by JC Division of Architecture

Date

enc.: Change Order Fee Proposal PCO 10

cc: Donald Henry, UA
Bernie Rosner, UA



Change Order Fee Proposal

Supplemental Communications Systems Support and Extension of CPS Services
Summary Cost Sheet

prepared: **PCO 10**
9-Sep-09

Firm	Trade	Manhours	Labor Cost	Expenses	Total
Extension of CPS Services 01-May-09 through 31-Dec-09, Phase 916					
Urbahn Architects					
	Architecture and Management	632	\$69,008.00	\$3,712.00	\$72,720.00
	UA management of consultants		\$3,280.00		\$3,280.00
Loring					
	MEP and Telecommunications Engineering	196	\$21,400.00	\$0.00	\$21,400.00
Shen Milson Wilke					
	Security, AV, Data / IT Systems	80	\$11,400.00	\$0.00	\$11,400.00
Total Consultants			\$32,800.00	\$0.00	\$32,800.00
Total Extension of CPS Services					\$108,800.00
Systems Integration Site Supervision 01-Feb-09 trough 30-Jun-09, Phase 907					
Urbahn Architects					
	Architecture and Management		\$9,000.00	\$1,000.00	\$10,000.00
Shen Milson Wilke					
	Security, AV, Data / IT Systems	800	\$106,400.00	\$1,600.00	\$108,000.00
Total Systems Integration Site Supervision					\$118,000.00
per site visit allowance submitted under Sept 21, 2006 proposal (PCO 3)					
Systems Integration Site Supervision 01-Jul-09 trough 31-Dec-09, Phase 917					
Urbahn Architects					
	Architecture and Management		\$9,860.00	\$840.00	\$10,700.00
Shen Milson Wilke					
	Security, AV, Data / IT Systems	752	\$99,400.00	\$800.00	\$100,200.00
Total Systems Integration Site Supervision					\$110,900.00
FDJC Firehouse alerting system integration, Phase 918					
Urbahn Architects					
	Architecture and Management		\$3,500.00	\$800.00	\$4,300.00
Shen Milson Wilke					
	Security, AV, Data / IT Systems	80	\$35,200.00	\$800.00	\$36,000.00
Total JCFD Firehouse Alerting system support					\$40,300.00
Grand Total			\$368,448.00	\$9,552.00	\$378,000.00



Change Order Fee Proposal

Supplemental Communications Systems Support and Extension of CPS Services
Salary Costs by consultants

prepared: **PCO 10**
9-Sep-09

Firm	Position	Quantity	Billing Rate	Labo Cost	Total Labor Cost
Extension of CPS Services 01-May-09 through 31-Dec-09, Phase 916					
Urbahn Architects					
	Principal	16	\$185.00	\$2,960.00	
	Project Manager	184	\$130.00	\$23,920.00	
	Project Architect	0	\$125.00	\$0.00	
	Senior Architect	256	\$118.00	\$30,208.00	
	Design Architect	0	\$100.00	\$0.00	
	Technical Architect	0	\$78.00	\$0.00	
	CADD Technician, Drafter	96	\$70.00	\$6,720.00	
	Technical Support	80	\$65.00	\$5,200.00	
	Subtotal	632			\$69,008.00
Loring					
	Principal	24	\$150.00	\$3,600.00	
	Project Engineer	48	\$125.00	\$6,000.00	
	Mechanical Eng	24	\$100.00	\$2,400.00	
	Plumbing Engineer	8	\$100.00	\$800.00	
	Electrical Eng	40	\$100.00	\$4,000.00	
	Telecommunications Engineer	28	\$100.00	\$2,800.00	
	Design Engineer	24	\$75.00	\$1,800.00	
	CADD Technician, Drafter	0	\$75.00	\$0.00	
	Subtotal	196			\$21,400.00
Shen Milson Wilke					
	Principal	8	\$175.00	\$1,400.00	
	Project Manager	40	\$150.00	\$6,000.00	
	Communication Engineer	0	\$125.00	\$0.00	
	A/V Engineer	32	\$125.00	\$4,000.00	
	CADD	0	\$70.00	\$0.00	
	Subtotal	80			\$11,400.00
	Total Consultants				\$32,800.00
	UA management of consultants	10%			\$3,280.00
Systems Integration Site Supervision 01-Feb-09 trough 30-Jun-09, Phase 907					
Shen Milson Wilke					
	Principal	16	\$175.00	\$2,800.00	
	Project Manager	400	\$150.00	\$60,000.00	
	Communication Engineer	176	\$125.00	\$22,000.00	
	A/V Engineer	128	\$125.00	\$16,000.00	
	CADD	80	\$70.00	\$5,600.00	
	Subtotal	800			\$106,400.00
	UA management of consultants	10%			\$9,000.00
Systems Integration Site Supervision 01-Jul-09 trough 31-Dec-09, Phase 917					
Shen Milson Wilke					
	Principal	8	\$175.00	\$1,400.00	
	Project Manager	376	\$150.00	\$56,400.00	
	Communication Engineer	168	\$125.00	\$21,000.00	
	A/V Engineer	120	\$125.00	\$15,000.00	
	CADD	80	\$70.00	\$5,600.00	
	Subtotal	752			\$99,400.00
	UA management of consultants	10%			\$9,860.00
FDJC Firehouse alerting system integration, Phase 918					
Shen Milson Wilke					
	Principal	8	\$175.00	\$1,400.00	
	Project Manager	120	\$150.00	\$18,000.00	
	Communication Engineer	80	\$125.00	\$10,000.00	
	A/V Engineer	24	\$125.00	\$3,000.00	
	CADD	40	\$70.00	\$2,800.00	
	Subtotal	272			\$35,200.00
	UA management of consultants	10%			\$3,500.00
Total		1980			\$368,448.00



Change Order Fee Proposal

Supplemental Communications Systems Support and Extension of CPS Services
Manhour worksheet by tasks

prepared:

PCO 10
9-Sep-09



Architecture and Management

Principal	16	0	0	0	16	0	0	0
Project Manager	64	40	56	24	184	0	0	0
Project Architect	0	0	0	0	0	0	0	0
Senior Architect	40	72	96	48	256	0	0	0
Design Architect	0	0	0	0	0	0	0	0
Technical Architect	0	0	0	0	0	0	0	0
CADD Technician, Drafter	0	0	40	56	96	0	0	0
Technical Support	24	32	0	24	80	0	0	0
Subtotal	144	144	192	152	632	0	0	0

MEP and Telecommunications Engineering

Principal	16	0	8	0	24	0	0	0
Project Engineer	8	8	24	8	48	0	0	0
Mechanical Eng	8	0	8	8	24	0	0	0
Plumbing Engineer	0	0	8	0	8	0	0	0
Electrical Eng	8	8	16	8	40	0	0	0
Telecommunications Engineer	4	8	8	8	28	0	0	0
Design Engineer	8	16	0	0	24	0	0	0
CADD Technician, Drafter	0	0	0	0	0	0	0	0
Subtotal	52	40	72	32	196	0	0	0

Security, AV, Data / IT Systems

Principal	8	0	0	0	8	16	8	8
Project Manager	16	8	8	8	40	400	376	120
Communication Engineer	0	0	0	0	0	176	168	80
A/V Engineer	0	16	8	8	32	128	120	24
CADD	0	0	0	0	0	80	80	40
Subtotal	24	24	16	16	80	800	752	272

Total Manhours	220	208	280	200	908	800	752	272
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Change Order Fee Proposal

Supplemental Communications Systems Support and Extension of CPS Services
Direct costs worksheet

prepared: **PCO 10**
9-Sep-09

Category	Description	qty	unit cost	subtotal	other	Total
Phase 916 direct costs						
Reproduction						
	agency submission	0	\$400.00	\$0.00		
	submittals	6	\$200.00	\$1,200.00		
	Total					\$1,200.00
Travel						
	allowance	16	\$100.00	\$1,600.00		
	Total					\$1,600.00
Miscellaneous						
	allowance	1	\$912.00	\$912.00		
	Total					\$912.00
Total direct costs phase 916						\$3,712.00
Phase 907 direct costs						
Travel						
	allowance	10	\$100.00	\$1,000.00		
	Total direct costs phase 907					\$1,000.00
Phase 917 direct costs						
Travel						
	allowance	8	\$105.00	\$840.00		
	Total direct costs phase 917					\$840.00
Phase 918 direct costs						
Travel						
	allowance	8	\$100.00	\$800.00		
	Total direct costs phase 918					\$800.00
Total direct costs						\$6,352.00

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): _____

Donald E. Henry, Jr.

Representative's Signature: _____

Name of Company: Urbahn Architects, PC

Tel. No.: (973) 639-0194 Date: 10-01-09

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Donald E. Henry, Jr.

Representative's Signature: _____

Name of Company: Urbahn Architects, PC

Tel. No.: (973) 639-0194

Date: 10-01-09

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Urbahn Architects, PC
Address : 60 Park Place, Ste. 302, Newark, NJ 07102
Telephone No. : (973) 639-0194
Contact Name : Donald E. Henry, Jr.

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

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Business Name : Urbahn Architects, PC
Address : 60 Park Place, Ste. 302, Newark, NJ 07102
Telephone No. : (973) 639-0194
Contact Name : Donald E. Henry, Jr.

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

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Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

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Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

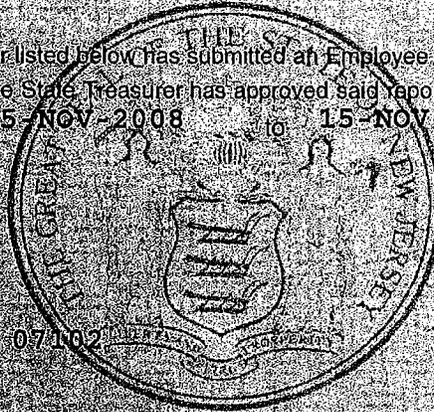
Certification 20009

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-NOV-2008** to **15-NOV-2015**

URBAHN ARCHITECTS, PC
60 PARK PLACE
NEWARK

NJ 07102



A handwritten signature in black ink, positioned above a horizontal line.

State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

URBAHN ARCHITECTS, P.C.

TRADE NAME:

ADDRESS:

60 PARK PLACE SUITE 302
NEWARK NJ 07102

SEQUENCE NUMBER:

0100172

EFFECTIVE DATE:

07/14/95

ISSUANCE DATE:

06/07/05

FORM-BRC(08-01)

J.P. & Tully
Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

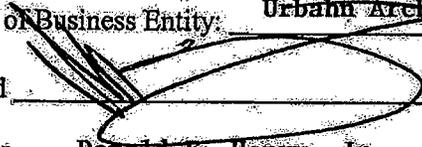
PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Urbahn Architects, PC (name of business entity) has not made any reportable contributions in the **one-year period preceding 10/01/09 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Urbahn Architects, PC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Urbahn Architects, PC

Signed:  Title: Vice-President

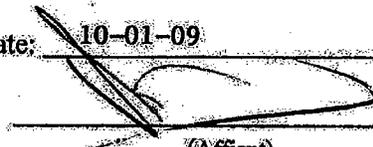
Print Name: Donald E. Henry, Jr. Date: 10-01-09

Subscribed and sworn before me
this 14 day of October, 2009.

My Commission expires:



BERNARD ROSNER
NOTARY PUBLIC, State of New York
No. 01RO08181239
Qualified in Kings County
Commission Expires January 28, 2012


(Affiant)
Donald E. Henry, Jr., Secretary
(Print name & title of affiant) (Corporate Seal)

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation:

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	Fulop 2009 Inc.
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
Friends of Phil Kenny	Healy for Mayor 2009
Friends of Nidia R. Lopez	

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

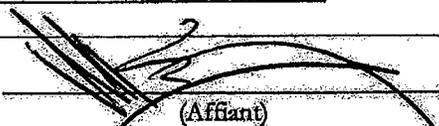
- Partnership Corporation Sole Proprietorship Subchapter S Corporation
 Limited Partnership Limited Liability Corporation Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Martin D. Stein	40 Montgomery Place, Apt. 1, Brooklyn, NY 11215
Donald L. Cucinotta	206 St. James Place, Brooklyn, NY 11238
Natale V. Barranco	3 William Puckey Drive, Cortlandt Manor, NY 10567
Donald E. Henry, Jr.	30 Sherman Ave., Glen Ridge, NJ 07028
Rafael Stein	282 Shadyside Road, Ramsey, NJ 07446

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity will be liable for any penalty permitted under law.

Name of Business Entity: Urbahn Architects, PC
 Signed: _____ Title: Vice-President
 Print Name: Donald E. Henry, Jr. Date: 10-01-09

Subscribed and sworn before me this <u>1st</u> day of <u>OCTOBER, 2009</u>  My Commission expires: _____	 (Affiant) <u>Donald E. Henry, Jr., Secretary</u> (Print name & title of affiant) (Corporate Seal)
--	---

BERNARD ROSNER
 NOTARY PUBLIC, State of New York
 No. 01RO6181239
 Qualified in Kings County
 Commission Expires January 28, 2012

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 09-856

Agenda No. 10.Z.17

Approved: OCT 14 2009

TITLE:



RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH DR. LAWRENCE BUCHHOLTZ, A LICENSED VETERINARIAN OF THE ANIMAL CLINIC AND HOSPITAL OF JERSEY CITY, TO PROVIDE VETERINARIAN SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH, ANIMAL CONTROL.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the veterinarian services are to be provided to the Department of Health and Human Services, Division of Health, Animal Control;

WHEREAS, N.J.S.A. 8:23 A-1.12(e) requires Animal Control Officers to inspect all stray or running at large-animals confiscated, trapped or impounded in the course of their animal control duties for signs of illness or injury, to determine whether emergency veterinary care is required; and

WHEREAS, animal control will obtain such care from a licensed veterinarian, prior to bringing an animal to the shelter; and

WHEREAS, the cost of all these emergency veterinary care shall be the responsibility of the City of Jersey City; and

WHEREAS, Dr. Buchholtz agreed to provide these services for the City for a one year period effective July 1, 2009 thru June 30, 2010 at rates for services which vary of fees from \$2.00 - \$200.00; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contract Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay-To-Play Law); and

WHEREAS, the Department Director has determined and certified in writing that the value of the contract exceeds \$17,500; and

WHEREAS, Dr. Buchholtz has completed and submitted a Business Entity Disclosure Certification which certifies that Dr. Buchholtz has not made any reportable contributions to a political or candidate committee listed on the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Dr. Buchholtz from making any reportable contributions during the term of the contract; and

WHEREAS, Dr. Buchholtz has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Dr. Buchholtz has submitted his Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the total estimated contract amount is \$40,000.00, a temporary encumbrance of \$5,000.00 is available in Account No. 1-201-27-331-314; the remaining balance will be made available upon adoption of the City's 2010 fiscal year permanent budget; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection;

TITLE: **RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH DR. LAWRENCE BUCHHOLTZ, A LICENSED VETERINARIAN OF THE ANIMAL CLINIC AND HOSPITAL OF JERSEY CITY, TO PROVIDE VETERINARIAN SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH, ANIMAL CONTROL.**

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement with Dr. Lawrence Buchholtz, of the Animal Clinic and Hospital of Jersey City, in substantially the form attached, for providing veterinarian services in connection with the Animal Control program provided by the Department of Health and Human Services; and
2. This agreement is awarded without competitive bidding as a professional service agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and
3. The term of the agreement shall be one year effective as of July 1, 2009 and expiring on June 30, 2010; and
4. Dr. Lawrence Buchholtz shall be compensated at rates which vary of fees from \$2.00 - \$200.00 and the estimated total contract amount is Forty Thousand (\$40,000.00) Dollars; and
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2010 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2010 fiscal year permanent budget.
6. 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.
7. This agreement shall be subject to the condition that Dr. Buchholtz provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and
8. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

J.A.
9/25/09

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby, certify that there are sufficient funds in the amount of \$5,000.00 in Account No. 1-201-27-331-314; P.O. # 98140.

APPROVED: _____
APPROVED: _____
Business Administrator
ASST

APPROVED AS TO LEGAL FORM

1st Asst Corporation Counsel

Certification Required
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10/14/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
				FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

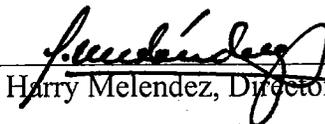
City of Jersey City
Department of Health and Human Services

DETERMINATION OF VALUE CERTIFICATION

Harry Melendez, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City Department of Health and Human Services and have knowledge of the goods and services that this department needs.
2. The division of Health, Animal Control is required by N.J.S.A. 8:23A-1.12(e) to inspect all stray or running at-large-animals, confiscated, trapped or impounded in the course of their animal control duties for signs of illness or injury, to determine whether emergency veterinary care is required. Such care shall be obtained from a licensed veterinarian prior to bringing an animal to the animal shelter.
3. The City informally solicited quotations for services as extraordinary, unspecifiable services (EUS) pursuant to N.J.S.A. 40A:11-5(1) (a) (ii).
4. Dr. Lawrence Buchholtz is certified and licensed to practice medicine as a veterinarian in the State of New Jersey.
5. The Department of Health and Human Services recommends awarding the contract to Dr. Lawrence Buchholtz.
6. The term of the contract is for one year effective July 1, 2009 through June 30, 2010.
7. The estimated amount of the contract exceeds \$17,500.00.
8. This certification is made pursuant to N.J.S.A. 19:44a-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 9.24.09



Harry Melendez, Director DHHS

AGREEMENT

Agreement made this ____ day of _____, 2009, by and between the City of Jersey City, a municipal corporation of the State of New Jersey (City) and Dr. Lawrence Buchholz of the Animal Clinic and Hospital of Jersey City, (Dr. Buchholz), 603 Westside Avenue, Jersey City, N.J. 07305;

WHEREAS, the City of Jersey City (City) operates an Animal Control Program through the Department of Health and Human Services, Division of Health and N.J.A.C. 8:23A-1.12(e) requires that Animal Control Officers shall inspect all stray or running- at-large animals confiscated, trapped or impounded in the course of their duties for signs of illness or injury, to determine whether emergency veterinary care is required, and, if so, to immediately obtain such care from a licensed veterinarian.

WHEREAS, Dr. Buchholz is a licensed veterinarian 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. Buchholz will provide the City with veterinarian services described in Exhibit A, attached hereto and incorporated herein by reference.

2. **Term:**

The term of this Agreement is for one (1) year effective as of July 1, 2009 and terminating on June 30, 2010.

3. **Fee Schedule:**

The City shall pay Dr. Buchholz at rates of \$2.00-\$200.00. The total estimated contract amount payable to Dr. Buchholz is \$40,000.00. Compensation shall be due and payable to Dr. Buchholz upon receipt of a monthly statement by the City outlining services performed and/or rendered by Dr. Buchholz on behalf of the City during that month. The monthly statement from Dr. Buchholz shall specify the number of services executed by Dr. Buchholz during that monthly reporting period in the performance of services on behalf of the City. Said monthly statements must be submitted to the governing body of the City for approval prior to payment.

5. **Insurance:**

If deemed necessary by the City's Risk Manager, Dr. Buchholz shall deliver, within 10 days after receiving a written request from the Risk Manager, certified copies of each of the insurance policies identified below. Each certificate or certificates of such insurance shall name, as an additional insured, the City of Jersey City. Each insurance policy shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified, without giving 30 days written advance notice thereof to the City. Failure to deliver such certificate(s) shall nullify the agreement at the option of the City. The insurance requirements are:

- a) Comprehensive, general liability in the amount of \$1,000,000.
- b) Workers' compensation in the statutory amount of \$100,000.

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. Buchholz shall immediately discontinue services. Dr. Buchholz shall be paid the amount earned by or reimbursable to Dr. Buchholz hereunder to the time specified in said notice. Dr. Buchholz shall have no further claim against the City with respect thereto.

7. **Entire Agreement:**

This Agreement constitutes the entire agreement between City and Dr. Buchholz. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

8. **Assignment:**

Dr. Buchholz 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:

Business Administrator
City Hall, 280 Grove St.
Jersey City, N.J. 07302

Dr. Lawrence Buchholz
603 Westside Avenue
Jersey City, N.J. 07305

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 User 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.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.

City of Jersey City

Animal Clinic and Hospital of Jersey City

By: _____
Business Administrator

By: _____
Dr. Lawrence Buchholz

ATTEST:

ATTEST:

Robert Byrne, City Clerk

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@jcnj.org

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): _____
DR. LAWRENCE J. BUCKHOLZ
Representative's Signature: _____
Name of Company: _____
ANIMAL CLINIC & HOSPITAL OF JC
Tel. No.: (201) 435-6424 Date: 7-15-09

Certification 42476

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. 17:27-11 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 AUG 2008 to 15 AUG 2015



ANIMAL CLINIC & HOSPITAL OF JERSEY CITY
603 WEST SIDE AVE JERSEY CITY
JERSEY CITY NJ 07304



State Treasurer

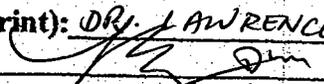
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: DR. LAWRENCE J. BUCHHOLZ
Representative's Signature: 
Name of Company: ANIMAL CLINIC & HOSPITAL OF JERSEY CITY
Tel. No.: (201) 435-6424 Date: 7-15-09

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : _____

Address : _____

Telephone No. : _____

Contact Name : _____

Please check applicable category :

<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.

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : _____
Address : _____
Telephone No. : _____
Contact Name : _____

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

P.L. 2004, c. 57 (N.J.S.A. 52:32-44)
MANDATORY BUSINESS REGISTRATION LANGUAGE

Non Construction Contracts

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

“New Jersey Business Registration Requirements”

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.”



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: JERSEY CITY ANIMAL HOSPITAL, INC.

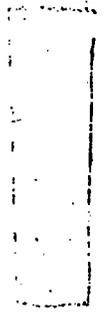
Trade Name:

Address: 603 WEST SIDE AVENUE
JERSEY CITY, NJ 07304

Certificate Number: 0789563

Date of Issuance: September 23, 2006

For Office Use Only:
20060923120024271



C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
<NAME OF CONTRACTING AGENCY>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**

FOR NON-FAIR AND OPEN CONTRACTS  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the

has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding \_\_\_\_\_ to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                                        |                                        |
|----------------------------------------|----------------------------------------|
| Mariano Vega, Jr. Election Fund        | Gaughan Election Fund 2005             |
| Friends of Peter Brennan Election Fund | Steven Fulop for Jersey City Inc.      |
| Committee to Elect Willie Flood        | Friends of Viola Richardson for Ward F |
| Friends of Michael Sottolano           |                                        |
| Friends of Mary Spinello for Council   | Healy for Mayor 2009                   |
| Friends of Steve Lipski                |                                        |

**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: ANIMAL CLINIC & HOSPITAL OF JC  
 Signed: [Signature] Title: PRESIDENT  
 Print Name: LAWRENCE J. BUCHHOLZ Date: 7/15/09

|                                                             |                                                        |
|-------------------------------------------------------------|--------------------------------------------------------|
| Subscribed and sworn before me this ___ day of _____, 20__. | _____ (Affiant)                                        |
| My Commission expires:                                      | _____ (Print name & title of affiant) (Corporate Seal) |

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that ANIMAL CLINIC & HOSPITAL OF JC (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 ANIMAL CLINIC & HOSP. OF JC (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: ANIMAL CLINIC & HOSPITAL OF JERSEY CITY

Signed: [Signature] Title: OFFICE MANAGER

Print Name: ROSELLE G. CAMALIGAN Date: 9/24/09

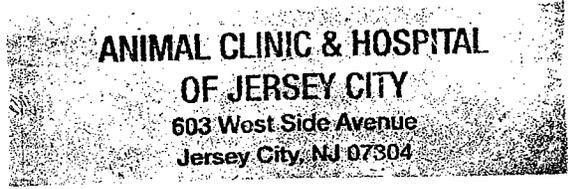
[Signature] DVM  
LAWRENCE J. BUCHHOLZ, DVM  
(Affiant)

Subscribed and sworn before me  
this day 24 of 9, 2009.

My Commission expires: 3/16/2014

[Signature]  
Judith Indusa

LAWRENCE J. BUCHHOLZ, PRES.  
(Print name & title of affiant) (Corporate Seal)



\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance

# CITY OF JERSEY CITY

Requisition #

0146499

Assigned PO #

## Requisition

**Vendor**  
ANIMAL CLINIC & HOSPITAL OF JC  
603 WESTSIDE AVENUE  
JERSEY CITY NJ 07305

**Dept. Bill To**  
HEALTH DIVISION  
1 JOURNAL SQUARE PLAZA, 2ND FL  
JERSEY CITY NJ 07306

**Dept. Ship To**

AN029752

**Contact Info**  
CFRENCH/J.CASTAGNA  
2015474850

| Quantity | UOM | Description    | Account       | Unit Price | Total    |
|----------|-----|----------------|---------------|------------|----------|
| 1.00     | EA  | EMERGENCY CARE | 0120127331314 | 5,000.00   | 5,000.00 |

THIS PURCHASE ORDER IS ISSUED FOR ENCUMBRANCY PURPOSES ONLY TO ESTABLISH FUNDING FOR THE EMEERGENCY CARE AND TREATMENT OF STRAY ANIMALS FOR THE PERIOD OF 7/1/09 THRU 6/30/2010  
ESTIMATED CONTRACT AMOUNT \$ 40,000.00  
TEMPORARY ENCUMBRANCY \$ 5,000.00

PAYMENTS WILL BE MADE ON PARTIAL PAYMENT VOUCHERS

(AS PER ATTACHED RESOLUTION)

Requisition Total 5,000.00

Req. Date: 07/21/2009

Requested By: CATHYF

Buyer Id:

Approved By: \_\_\_\_\_

**This Is Not A Purchase Order**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 09-856

Agenda No. 10.Z.18

Approved: OCT 14 2009

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OPTION FOR AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND AETNA LIFE INSURANCE TO PROVIDE LIFE INSURANCE FOR MANAGEMENT EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, pursuant to N.J.S.A. 40A:11-5(1)(m), Resolution 08-714 approved September 10, 2008 authorizing the award of a two year Extraordinary Unspecifiable Service contract to Aetna Life Insurance to provide life insurance to all eligible management employees of the City of Jersey City beginning September 1, 2008 and ending on August 31, 2010; and

**WHEREAS**, the City of Jersey City must continue to provide life insurance pursuant to City Ordinance C-104 to all management employees; and

**WHEREAS**, Resolution 08-714 provided for an option to renew the contract at the same rate for an additional eleven month term pursuant to N.J.S.A. 40A:11-15(6); and

R.A.  
10-2-09

**WHEREAS**, the City of Jersey City desires to renew the contract with Aetna Life Insurance for a period of eleven (11) months commencing on October 1, 2009 and ending on August 31, 2010; and

**WHEREAS**, the City of Jersey City may enter into a contract for life insurance pursuant to N.J.S.A. 40A:11-5(1)(m) as an Extraordinary Unspecifiable Service ("EUS"); and

**WHEREAS**, the total amount of this contract renewal is One Hundred Twenty-Six Thousand (\$126,000.00); and

**WHEREAS**, during the term of this contract the City Purchasing Agent is authorized to issue change orders, not to exceed twenty (20%) to cover cost increases resulting from the addition of City management employees, or from increased salaries of existing City management employees; and

**WHEREAS**, funds in the amount of Thirty-Six Thousand Six Hundred (\$36,600) Dollars are available in the 2010 temporary budget in account number 01-201-23-220-809; and

**WHEREAS**, the continuation of this is agreement is contingent upon the availability and appropriation annually of sufficient funds in the 2010 fiscal year permanent budget and in subsequent fiscal year budgets.

Agenda No. Res. 09-856

Approved 10.2.18 OCT 14 2009

TITLE: RESOLUTION AUTHORIZING THE RENEWAL OPTION FOR AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND AETNA LIFE INSURANCE TO PROVIDE LIFE INSURANCE FOR MANAGEMENT EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. Subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute an agreement with Aetna Life Insurance to provide life insurance for management employees for an additional term of eleven (11) months beginning October 1, 2009 and expiring on August 31, 2010 for a total contract amount not to exceed \$126,000.00.
2. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2010 fiscal year temporary budget subject to the availability and appropriation of sufficient funds in the 2010 fiscal year permanent budget.
3. Upon certification by an official or employee of the city authorized to attest that Aetna Life Insurance has provided services in accordance with the contract, then; payments to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
4. The award of this contract shall be subject to the condition that Aetna Life Insurance provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
5. A copy of this resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of the adoption of this resolution.

I, Donna Mauer, Chief Financial Officer hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq. PO # 98141

*Donna Mauer*  
Donna Mauer,  
Chief Financial Officer

APPROVED: *[Signature]*  
APPROVED: *[Signature]*  
Business Administrator  
*Abst.*

APPROVED AS TO LEGAL FORM  
*[Signature]*  
Corporation Counsel

Certification Required   
Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 10/14/09      |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | BRENNAN       | ✓   |     |      |
|                                         |     |     |      | FULOP         | ✓   |     |      | FLOOD         | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA          | ✓   |     |      |

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

*[Signature]*  
Peter M. Brennan, President of Council

*[Signature]*  
Robert Byrne, City Clerk

Requisition #

0147096

Assigned PO #

Requisition

Vendor  
AETNA LIFE INSURANCE CO  
151 FARMINGTON AVENUE RT 21  
HARTFORD CT 06156

AE010630

Dept. Bill To  
HEALTH BENEFITS  
CITY HALL  
280 GROVE ST. ROOM 107  
JERSEY CITY NJ 07302

Dept. Ship To

Contact Info  
MICHALINE YURCIK  
0000005515

| Quantity | UOM | Description                                          | Account       | Unit Price | Total     |
|----------|-----|------------------------------------------------------|---------------|------------|-----------|
| 1.00     | EA  | ENCUMBRANCE FOR:                                     | 0120123220809 | 36,600.00  | 36,600.00 |
|          |     | CONTRACT FOR LIFE INSURANCE FOR MANAGEMENT EMPLOYEES |               |            |           |

TOTAL CONTRACT AMOUNT: \$126,000.00  
TEMPORARY ENCUMBRANCE: \$36,600.00

PERIOD OF: 10/1/09 - 6/30/10

ORIGINAL RESO 08-714, 10.Z.4 DATED 9/10/08

PARTIAL PAYMENT VOUCHERS

Requisition Total 36,600.00

Req. Date: 08/24/2009

Requested By: MICHALNE

Buyer Id:

Approved By: \_\_\_\_\_

**This Is Not A Purchase Order**

## Michaline Yurcik - RE: forms

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**From:** Michaline Yurcik  
**To:** Regina Cole  
**Date:** 9/29/2009 10:07 AM  
**Subject:** RE: forms

---

Thank you very much.

*Michaline Yurcik*

Supervising Administrative Analyst  
MPA, RPPS  
City of Jersey City, NJ  
(201) 547-5515 - office  
(201) 547-4415 - fax

"Ignoring the facts does not change the facts" - Andy Rooney

>>> "Cole, Regina" <ColeR@AETNA.com> 9/29/2009 10:01 AM >>>  
Hi Michaline: I have sent this off to our legal area for review/signature.  
I will keep you posted.  
Thank you, Regina

Regina Cole  
Account Manager  
Aetna Group Insurance  
55 Lane Road  
Fairfield, NJ 07004  
(973) 244-3632 - Phone  
(860) 262-7646 - Fax  
[ColeR@Aetna.com](mailto:ColeR@Aetna.com)

---

**From:** Michaline Yurcik [mailto:Michalne@jcnj.org]  
**Sent:** Friday, September 25, 2009 3:06 PM  
**To:** Cole, Regina  
**Subject:** forms

Regina, I need an updated copy of your company's BRC along with the attached forms that needs to be completed. New jersey is requiring it each year whether a contract is new, renewed, etc.

thanks.

*Michaline Yurcik*

Supervising Administrative Analyst  
MPA, RPPS

## Michaline Yurcik - forms

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**From:** Michaline Yurcik  
**To:** coleR@aetna.com  
**Date:** 10/7/2009 2:43 PM  
**Subject:** forms

---

Regina, any idea on the forms I sent you. The sooner I get them the sooner I can get the october premium processed.

thanks.

*Michaline Yurcik*

Supervising Administrative Analyst  
MPA, RPPS  
City of Jersey City, NJ  
(201) 547-5515 - office  
(201) 547-4415 - fax

"Ignoring the facts does not change the facts" - Andy Rooney

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 09-857

Agenda No. 10.Z.19

Approved: OCT 14 2009

TITLE:



## RESOLUTION APPOINTING COUNCIL MEMBER PETER BRENNAN, AS COUNCIL PRESIDENT

**COUNCIL AS A WHOLE**  
**resolution:**

**offered and moved adoption of the following**

**WHEREAS**, pursuant to Section 3-4 of the Jersey City Code, the Council shall elect a President from among its members for a term co-extensive with the term of the Council; and

**WHEREAS**, pursuant to a resolution adopted on July 1, 2009, Council Member Mariano Vega, Jr., was appointed as Council President; and

**WHEREAS**, Council Member Mariano Vega, Jr. by letter dated October 6, 2009, resigned as Council President effective October 9, 2009; and

**WHEREAS**, the resignation creates a vacancy in the office; and

**WHEREAS**, the Council had determined that Council Member Peter Brennan, is qualified by knowledge and experience to hold the office of Council President.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The resignation of Council Member Mariano Vega, Jr. is accepted, without conditions.
2. Council Member Peter Brennan, is hereby appointed as Council President and shall serve for the remainder of his Council term as provided in Section 3-4 of the Jersey City Code.

JM/igp  
10/8/09

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_ Corporation Counsel

No 2009114

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 10/14/09                                |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | BRENNAN       | ✓   |     |      |
|                                         |     |     |      | FULOP         | ✓   |     |      | FLOOD         | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA          | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

Peter M. Brennan  
Peter M. Brennan, President of Council

Robert Byrne  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 09-858

Agenda No. 10.Z.20

Approved: OCT 14 2009



TITLE: **RESOLUTION AUTHORIZING SETTLEMENT OF THE SUIT OF THE ESTATE OF MARIA SKUPIEN AGAINST THE CITY OF JERSEY CITY**

**COUNCIL OFFERED AND MOVED**  
**ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the Estate of Maria Skupien has filed suit against the City of Jersey City in the Superior Court of New Jersey under Hudson County Docket No. ESX-L-8264-07; and

**WHEREAS**, the Complaint alleges that plaintiff was killed while crossing Newark Avenue, near Waldo Avenue; and

**WHEREAS**, plaintiff suffered excruciating pain and suffering prior to her death; and

**WHEREAS**, an Arbitration award was made in the amount of \$200,000 which was rejected by the City of Jersey City; and

**WHEREAS**, plaintiff agreed to this settlement and has signed the required releases; and

**WHEREAS**, the necessary funds for this settlement are available in the City of Jersey City Insurance Fund Accounts.

**NOW THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. the Corporation Counsel be authorized to settle this lawsuit for \$75,000;
2. the City of Jersey City Insurance Fund Commission be authorized to issue a check for \$75,000 payable to plaintiff and her attorney

I certify that funds for this expenditure are available in the City of Jersey City Insurance Fund Commission Accounts.

SRM:kn

\_\_\_\_\_  
 Peter Soriero, Risk Manager

APPROVED:   
 \_\_\_\_\_  
 Business Administrator

APPROVED AS TO LEGAL FORM  
  
 \_\_\_\_\_  
 Corporation Counsel

Certification Required

Not Required  **APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 10/14/09                                |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | BRENNAN       | ✓   |     |      |
|                                         |     |     |      | FULOP         | ✓   |     |      | FLOOD         | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA          | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

\_\_\_\_\_  
 Peter M. Brennan, President of Council

\_\_\_\_\_  
 Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 09-859  
 Agenda No. 10.Z.21  
 Approved: OCT 14 2009  
 TITLE: \_\_\_\_\_



## RESOLUTION AUTHORIZING THE RECOGNITION OF OCTOBER 24, 2009 AS MAKE A DIFFERENCE DAY

### COUNCILWOMAN VIOLA RICHARDSON OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City and the Municipal Council is proud to support **Make A Difference Day**, celebrated nationally on **Saturday, October 24, 2009**; and

WHEREAS, **Make A Difference Day** is an opportunity to encourage neighbors to help neighbors across the country, through community volunteerism; and

WHEREAS, first started by USA WEEKEND Magazine, **Make A Difference Day** is celebrated on the fourth Saturday of every October. In cooperation with mayors across the country, and sponsored in partnership with the HandsOn Network, **Make A Difference Day** is the nation's largest annual day of volunteering, mobilizing millions of people nationwide. In 2008, three million people participated in the completion of thousands of projects in communities throughout the United States; and

WHEREAS, on **Make A Difference Day**, and every day, people are encouraged to offer assistance to those around them in need of aid. Whether old or young, a group or individual, the idea that everyone is able to make a difference is vital in creating a cohesive community.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. October 24, 2009 be recognized a**Make A Difference Day** in Jersey City; and
2. All residents are strongly urged to honor the spirit of this day by supporting their communities and neighbors through active volunteer work.

APPROVED: \_\_\_\_\_  
 APPROVED: *[Signature]*  
 Business Administrator  
 ASST.

APPROVED AS TO LEGAL FORM  
*[Signature]*  
 Asst. Corporation Counsel

Certification Required   
 Not Required  **APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 10/14/09                                |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | BRENNAN       | ✓   |     |      |
|                                         |     |     |      | FULOP         | ✓   |     |      | FLOOD         | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA          | ✓   |     |      |

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.  
*[Signature]* *[Signature]*  
 Peter M. Brennan, President of Council Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 09-860

Agenda No. 10.7.22

Approved: OCT 14 2009

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE SUBMISSION OF AN APPLICATION, ACCEPTING A GRANT AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE COUNTY OF HUDSON DEPARTMENT OF HEALTH AND HUMAN SERVICES PEER GROUPING GRANT**

COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION of the following Resolution:

WHEREAS, the City of Jersey City, Department of Health and Human Services Division of Senior Citizen Affairs (City) is desirous of entering into contract with the County of Hudson Department of Health and Human Services Peer Grouping (County) in order to provide meals to homebound elderly over the age of 60 years to ensure their well being; and

WHEREAS, the City further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to aid the elderly in our community; and

WHEREAS, County has awarded the City a grant in the amount of \$45,000 for the period of July 1, 2009 thru December 31, 2009; and

WHEREAS, the City will set-up an account for the grant funds.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor and/or Business Administrator is authorized to submit an application and to execute the agreement, in substantially the form of the attached, for the County Peer Grouping Grant for the period of July 1, 2009 thru December 31, 2009 in the amount of \$45,000.
2. The Mayor and/or Business Administrator acknowledge the terms and conditions for administering the Peer Grouping Grant, including the administrative compliance and audit.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Asst. Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 10/14/09                                |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | BRENNAN       | ✓   |     |      |
|                                         |     |     |      | FULOP         | ✓   |     |      | FLOOD         | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA          | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 09-861  
 Agenda No. 10.Z.23  
 Approved: OCT 14 2009  
 TITLE: \_\_\_\_\_



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
 AUTHORIZING THE SUBMISSION OF AN APPLICATION, ACCEPTING A GRANT  
 AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE NEW  
 JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES, STATE HEALTH  
 SERVICES GRANT**

COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION  
 of the following Resolution:

WHEREAS, the City of Jersey City, Department of Health and Human Services, Division of Health (City) is desirous of entering into contract with the New Jersey Department of Health and Senior Services (NJDHSS) State Health Services Grant in order to respond to the ongoing and emerging outbreaks of the novel Influenza A - H1N1 virus; and

WHEREAS, the City further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such outbreaks in our community; and

WHEREAS, NJDHSS has awarded the City a grant in the amount of \$493,306 for the period of October 1, 2009 thru July 30, 2010; and

WHEREAS, the City will set-up an account for the grant funds.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor and/or Business Administrator is authorized to submit an application and to execute the agreement, in substantially the form of the attached, for the NJDHSS State Health Services Grant for the period of October 1, 2009 thru July 30, 2010 in the amount of \$493,306.
2. The Mayor and/or Business Administrator acknowledge the terms and conditions for administering the State Health Services Grant, including the administrative compliance and audit.

APPROVED: \_\_\_\_\_  
 APPROVED: \_\_\_\_\_  
 Business Administrator

APPROVED AS TO LEGAL FORM  
 \_\_\_\_\_  
 Asst. Corporation Counsel

Certification Required   
 Not Required

**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 10/14/09                                |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | BRENNAN       | ✓   |     |      |
|                                         |     |     |      | FULOP         | ✓   |     |      | FLOOD         | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA          | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

\_\_\_\_\_  
 Peter M. Brennan, President of Council

\_\_\_\_\_  
 Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 09-862  
 Agenda No. 10.Z.24  
 Approved: OCT 14 2009  
 TITLE:



## RESOLUTION REJECTING ALL BIDS RECEIVED BY THE CITY OF JERSEY CITY ON SEPTEMBER 17, 2009 FOR A CONTRACT TO PROVIDE CAR WASHING SERVICES FOR THE NORTH EAST REGION

COUNCIL OFFERED AND MOVED  
 ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the Purchasing Agent acting within his authority and in conformance with N.J.S.A. 40A:11-1 et seq. publicly advertised for bids for a contract to provide car washing services for the City of Jersey City's (City) motor vehicles; and

**WHEREAS**, the City accepted bids on September 17, 2009 from one bidder, City Car Wash; and

**WHEREAS**, City Car Wash submitted a bid of \$44,400.00; and

**WHEREAS**, the bid submitted by City Car Wash substantially exceeded the amount budgeted in Fiscal Year 2010 for these services; and

**WHEREAS**, the City desires to reject all bids and negotiate a contract pursuant to N.J.S.A. 40A:11-5(3); and

**WHEREAS**, N.J.S.A. 40A:11-13.2(b) authorizes the rejection of all bids when the lowest bid substantially exceeds the City's appropriation for goods or services.

**NOW, THEREFORE IT BE RESOLVED**, by the Municipal Council of the City of Jersey City that because of the above stated reasons which are incorporated herein, all bids received on September 17, 2009 for a contract to provide car washing services are rejected.

APPROVED: *[Signature]*  
 John M. Furchak, Director, Department of Public Works

APPROVED: *[Signature]*  
 Business Administrator

APPROVED AS TO LEGAL FORM  
*[Signature]*  
 Asst. Corporation Counsel

JMY/sb  
 October 07, 2009

Certification Required   
 Not Required  **APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10/14/09 |     |     |      |               |     |     |      |               |     |     |      |
|--------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                        | ✓   |     |      | GAUGHAN       | ✓   |     |      | BRENNAN       | ✓   |     |      |
|                                                  | ✓   |     |      | FULOP         | ✓   |     |      | FLOOD         | ✓   |     |      |
| LOPEZ                                            | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA          | ✓   |     |      |

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*[Signature]* *[Signature]*  
 Peter M. Brennan, President of Council Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. \_\_\_\_\_ Res. 09-863

Agenda No. \_\_\_\_\_ 10.Z.25

Approved: \_\_\_\_\_

TITLE:



## **RESOLUTION AUTHORIZING A CONTRACT WITH DIETRICH NEUMAHN TO PROVIDE FOUR K-9 DETECTION/POLICE PATROL DOGS TO THE JERSEY CITY POLICE DEPARTMENT AND OFFICE OF EMERGENCY MANAGEMENT**

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, the City of Jersey City (City) through its Department of Police (Department) and Office of Emergency Management desire to expand its K-9 Unit for bomb detection and patrol capabilities through funding provided by the U.S. Department of Homeland Security ; and

**WHEREAS**, the Department has informally solicited two quotations in accordance with N.J.S.A. 40A:11-6.1; and

**WHEREAS**, Dietrich Neumahr, 9 Strang Road, Derby, CT 06418, is an experienced dog breeder who specializes in providing dogs to law enforcement agencies and provided the lowest quotation to the Department; and

**WHEREAS**, the Department has experience with Dietrich Neumahr and other New Jersey law enforcement agencies have recommended Dietrich Neumahr as the breeder for law enforcement dogs; and

**WHEREAS**, the Department has received a quotation in accordance with N.J.S.A. 40A:11-6.1 to provide four (4) German Sheperds from Dietrich Neumahr for a cost of \$20,800.00; and

**WHEREAS**, Sgt. W. Greg Kierce, OEM Coordinator for the City, reviewed Dietrich Neumahr's proposal from Dietrich Neumahr and certifies it is fair and reasonable; and

**WHEREAS**, the sum of \$20,800.00 is available in Account No. 10-02-213-40-972-218; 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 Police Director has determined and certified in writing that the value of the contract will exceed \$17,500; and

**WHEREAS**, Dietrich Neumahr has completed and submitted a Business Entity Disclosure Certification which certifies that Dietrich Neumahr has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit Dietrich Neumahr from making any reportable contributions during the term of the contract; and

**WHEREAS**, Dietrich Neumahr has submitted a Chapter 27: Political Contribution Disclosure Certification within 10 days prior to the award of this contract; and

**WITHDRAWN**

**TITLE: RESOLUTION AUTHORIZING A CONTRACT WITH DIETRICH NEUMAHR TO PROVIDE FOUR K-9 DETECTION/POLICE PATROL DOGS TO THE JERSEY CITY POLICE DEPARTMENT AND OFFICE OF EMERGENCY MANAGEMENT**

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

- 1) a contract is awarded to Dietrich Neumahr for the sum of \$20,800.00 to provide four (4) German Shepherds; and
- 2) this contract is awarded pursuant to N.J.S.A. 40A:11-6.1; and
- 3) the award of this contract shall be subject to the condition that Dietrich Neumahr provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and
- 4) the Business Administrator and Purchasing Agent are hereby authorized to take such other actions that are necessary to effectuate the purposes of this Resolution;
- 5) The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer as Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Account No. 10-02-213-40-972-218

PO 98237

APPROVED: Samuel Jefferson

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Counsel

Certification Required   
Not Required

APPROVED

| RECORD OF COUNCIL VOTE |     |     |      |               |     |     |      |               |     | 10/14/09 |      |  |  |
|------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|----------|------|--|--|
| COUNCILPERSON          | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY      | N.V. |  |  |
| SOTTOLANO              |     |     |      | GALGHAN       |     |     |      | BERNAN        |     |          |      |  |  |
| KENNY                  |     |     |      |               |     |     |      | FLOOD         |     |          |      |  |  |
| LOPEZ                  |     |     |      | RICHARDSON    |     |     |      | EDA           |     |          |      |  |  |

**WITHDRAWN**

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City

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This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. Full Title of Ordinance/Resolution/Cooperation Agreement :**

**RESOLUTION AUTHORIZING A CONTRACT WITH DIETRICH NEUMAHN TO PROVIDE FOUR K-9 DETECTION/POLICE PATROL DOGS TO THE JERSEY CITY POLICE DEPARTMENT AND OFFICE OF EMERGENCY MANAGEMENT**

**2. Name and Title of Person Initiating Ordinance/Resolution :**

SAMUEL JEFFERSON, DIRECTOR, DEPARTMENT OF POLICE

**3. Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:**

TO PURCHASE FOUR (4) GERMAN SHEPHERD DOGS FOR BOMB DETECTION AND PATROL PURPOSES

**4. Reasons (Need) for the Proposed Program, Project, etc.:**

DOGS WILL BE TRAINED IN POLICE PATROL AND BOMB DETECTION

**5. Anticipated Benefits to the Community:**

EXPANSION OF K-9 UNIT FROM ONE TO FIVE PROVIDES GREATER COVERAGE OF THE CITY AND SPECIFIC THREATS AGAINST WATERFRONT TARGETS.

**6. Cost of Proposed Program, Project, etc. ( Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.)**

TWENTY THOUSAND EIGHT HUNDRED DOLLARS (\$20,800.00) - UASI FUNDING

**7. Date Proposed Program or Project will Commence:**

October 2009

**8. Anticipated Completion Date:**

CONTINUOUS

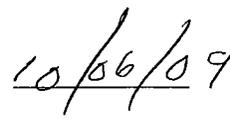
**9. Person Responsible for Coordinating Proposed Program/Project:**

SGT. W. GREG KIERCE, OEM COORDINATOR

**I certify that all the facts presented herein are accurate.**



**Signature of Department Director**



**Date**

## DETERMINATION OF VALUE CERTIFICATION

Samuel Jefferson, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Police Department and have knowledge of the goods and services that the Police Department needs.
2. The US Department of Homeland Security has recommended and provided funding for the Department to expand it's K-9 Unit.
3. This purchase qualifies pursuant to N.J.S.A. 40A:11-6.1.
4. Dietrich Neumahr has provided dogs in the past to the Department and has proposed selling us four (4) German Shepard dogs for \$20,800.00.
5. The Police Department's recommendation is to award the contract to Dietrich Neumahr .
6. The estimated amount of the contract exceeds \$19,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 10/06/09

  
Samuel Jefferson, Director, Police Dept.

CITY OF JERSEY CITY

|               |
|---------------|
| Requisition # |
| 0147743       |

|               |
|---------------|
| Assigned PO # |
|               |

Vendor  
DIETRICH NEUMANH  
9 STRANG ROAD

Requisition  
Dept. Bill To  
POLICE DEPARTMENT  
8 ERIE STREET

Dept. Ship To

DERBY  
DI156710

JERSEY CITY  
Contact Info  
SGT W. GREG KIERCE  
2015475681

| Quantity | UOM | Description                                                                                         | Account       | Unit Price | Total     |
|----------|-----|-----------------------------------------------------------------------------------------------------|---------------|------------|-----------|
| 4.00     | EA  | K-9 DOGS                                                                                            | 0221340972218 | 5,200.00   | 20,800.00 |
|          |     | UASI FUNDED<br>DUEL PURPOSE BOMB DETECTION/PATROL DOGS<br>2 QUOTES PROVIDED (2ND BY TARHEEL CANINE) |               |            |           |

Requisition Total 20,800.00

Req. Date:  
Requested By: RKAKOLESKI  
Buyer Id:

Approved By: \_\_\_\_\_

**This Is Not A Purchase Order**



*Dietrich Neumahr*

Quality German Shepherds

9 Strang Road

Derby, Ct 06418

e-mail: [dneumahr@msn.com](mailto:dneumahr@msn.com)

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September 22, 2009

Jersey City Police Dept  
Jersey City, NJ

**QUOTATION:**

4 ea German Shepherd dog, male, 12 to 24 month of age, suitable for dual purpose police K-9 (detection and patrol)

\$ 5200.00      Total: \$ 20800.00

**Delivery:**      within 7 days after receipt of order.

**Terms:**        2% 14 days, net 30 days

**Guarantee:**    the above dogs are guaranteed to be in good health and free of any hip or elbow dysplasia, the above dogs are also guaranteed to be trainable as dual purpose police service dogs, otherwise they will be replaced with another one of equal value.

This quotation is valid for 60 days.

Dietrich Neumahr  
Owner

**Tarheel Canine Training, Inc.**  
**230 W. Seawell St.**  
**Sanford, NC 27330**  
**919-774-4152**

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**Quote on Green Dual K9, September 30, 2009**  
**Attn: Robert Kakoleski, Jersey City NJ PD**

- 1) Tarheel Canine Training, Inc. will provide a Belgian Malinois or German Shepherd Dog with suitable drives for training in Patrol and detection functions. The dog's age will fall in the range specified by the purchasing department.
- 2) Tarheel Canine Training, Inc. will unconditionally guarantee that the dogs will pass the physical health standards as set forth by the purchasing department. Tarheel Canine will also guarantee replacement for any congenital health defect that limits the ability of the canine to perform its duties, according to the purchasing department's veterinarian and trainers, for a period not to exceed 2 years from date of delivery. Health records, and hip/elbow x-rays will be provided with each dog.
- 3) Pricing for different levels of Green Dogs:  
**Green Dog** – high hunt drive, strong bite on hard sleeve on slick floors, will negotiate stairs, dark rooms, no obedience training yet. \$5995  
**Started Green Dog** – high hunt drive, basic straight line tracking, bite and out on sleeve, slick floors, will negotiate stairs, dark rooms, and has basic obedience. \$6995  
**Titled Dogs** – ZM, SVV1, ZVV1, IPO level 1, \$7995. Above Level 1 Market Price.
- 4) The purchasing agency shall be responsible for any and all shipping expenses to and from the seller's facility unless other arrangements are made in writing.
- 5) Tarheel Canine will further guarantee the dog will pass the department's approved training class, and Tarheel Canine shall guarantee to replace any dog that cannot pass such class with a dog of similar age and training. A dog having graduated any approved training class shall no longer qualify for replacement for trainability or temperament. A reasonable amount of time shall be allowed for Tarheel Canine to replace any such dogs.

Jerry Bradshaw  
Tarheel Canine Training, Inc.

**TARHEEL CANINE TRAINING REFERENCE LIST**

| Customer ID                                                                                       | Contact Name                               | Office Phone                 | Other Phone                  | City           | State or Province | Country / Region | E-Mail Address                   |
|---------------------------------------------------------------------------------------------------|--------------------------------------------|------------------------------|------------------------------|----------------|-------------------|------------------|----------------------------------|
| NASA Goddard Space Flight Center<br>Department of Energy/Dyn. McDermott Petroleum Operations Inc. | Lt. Jeff Rodgers                           | 301-286-3712                 | 410-320-2683                 | Greenbelt      | MD                | US               |                                  |
| United States Strategic Petroleum Reserve<br>National Insurgents & Security Agency (NISA)         | Thomas Guillory<br>Capt. John Ufford       | 304-734-4993<br>708-228-1722 | 225-937-6162<br>815-791-0443 | Tinley Park    | IL                | US               |                                  |
| US Army SF K9 Program Manager                                                                     | Jody Butler                                |                              |                              |                | NC                | US               |                                  |
| Harford County Sheriff's Department                                                               | Aaron Peirmann<br>Charlie Holthouse        | 410-398-7734<br>443-277-6264 |                              | Harford County | MD                | US               |                                  |
| New Castle Police Department                                                                      | Mark Tobin                                 | 302-828-5317                 | 302-373-0402                 | Harford County | MD                | US               |                                  |
| Salem City Police Department                                                                      | Joe Krajewski                              | 302-652-3588                 |                              | New Castle     | DE                | US               |                                  |
| Pocomoke City PD                                                                                  | Bill Robinson                              | 856-885-3089                 |                              | Salem          | NJ                | US               |                                  |
| Southern Regional Police Dept.                                                                    | Brad Morgan                                | 443-523-7347                 |                              | Pocomoke       | MD                | US               |                                  |
| Elko Police Department                                                                            | Off. Sean Sigala                           | 775-733-5944                 | 717-654-0070                 | New Freedom    | PA                | US               |                                  |
| NJ State Police/Special Operations - K9 Unit                                                      | Mike Marshowsky                            | 775-777-7310                 |                              | Elko           | NV                | US               | mmarshowsky@ci.elko.nv.us        |
| Anne Arundel County Police                                                                        | Trainer Brian Fiebig                       | 856-562-5988                 |                              | Ferndale       | NJ                | US               |                                  |
| Cockeville Police Department<br>North Augusta Public Safety                                       | Col. Brian Fleig<br>K9 Officer Kevin Monte | 410-274-6924                 | 435-994-2334                 |                | MD                | US               |                                  |
| Stanford Police Department                                                                        | K9 Officer Craig Wilkinson                 |                              | 931-783-0432                 |                | TN                | US               |                                  |
| Ashland Police Department                                                                         | K9 Officer John Ruffano                    | 766-822-0352                 |                              | North Augusta  | SC                | US               |                                  |
| DeSoto County EMS                                                                                 | Jody Sellers, Sensitive Enforcement Unit   | 919-775-8303                 | 919-842-0878                 | Sanford        | NC                | US               |                                  |
| NeilCo Police Department                                                                          | Paul LeBlanc                               | 215-382-4221                 |                              | Ashland        | WI                | US               |                                  |
| Graham Police Dept                                                                                | David Neilson                              | 662-429-1382                 | 901-461-9053                 |                | MS                | US               |                                  |
| Hancock County Sheriff's Dept                                                                     | Greg Daniels                               | 336-916-8186                 |                              | Graham         | CA                | US               |                                  |
| Worcester County Sheriff's Office                                                                 | Deputy Chuck Jones                         | 502-927-8247                 |                              | Havesville     | KY                | US               |                                  |
| Baltimore City Police Dept.                                                                       | Ch. Murray                                 | 410-632-3070                 |                              | Snow Hill      | MD                | US               |                                  |
| East Point Police Department                                                                      | Shawn Edwards                              | 404-391-0672                 | 717-965-9964                 | Baltimore      | MD                | US               |                                  |
| Brunswick Police Department                                                                       | Juan Grullon                               | 424-229-9315                 | 917-567-5539                 | Brunswick      | GA                | US               |                                  |
| Vinceland Police Dept.                                                                            | Kevin Hite                                 | 856-297-1000                 | 856-297-0389                 | Kingsport      | TN                | US               |                                  |
| Williamsport Police Department                                                                    | Lt. Dave Bailey                            | 570-327-7560                 |                              | Vinceland      | IN                | US               |                                  |
| US Forest Service - North Carolina                                                                | Cap. Rudy But                              | 609-922-3200                 |                              | Williamsport   | PA                | US               |                                  |
| Washington DC - Dept. of Corrections                                                              | Cap. Stacy Wigand, K9 Supervisor           | 421-483-3225                 | 828-442-2470                 | Erwin          | TN                | US               | incnsp@is.ted.us                 |
| Wisconsin County Sheriff's Office                                                                 | K9 Coordinator Terry Wilson                | 202-438-2859                 |                              | Franklin       | NC                | US               |                                  |
|                                                                                                   | John Alessandrini                          |                              |                              | Washington     | DC                | US               |                                  |
|                                                                                                   |                                            |                              |                              | Salisbury      | MD                | US               | alessandrini@wicomcountycity.org |

|                                                                  |                                 |                  |                 |             |     |
|------------------------------------------------------------------|---------------------------------|------------------|-----------------|-------------|-----|
| Sunter County Sheriff's Dept.                                    | Erik Hayes, K9 Sgt              | 803-436-2031     | Sanford         | SC          | US  |
| Lee County Sheriff's Office                                      | David Preville, K9 Supervisor   | 919-842-0145     | Sanford         | NC          | US  |
| Royal St. Vincent & The Grenadines Police Force                  | Theodius McAllister             | 784-436-1102     | Kingstown       | St. Vincent | BVI |
| Charlottesville Sheriff's Dept                                   | Sgt. James Weaver               | 303-922-2777     | La Plata        | MD          | US  |
| Moores County Sheriff's Office                                   | Kyle Marsh, K9 Supervisor       | 910-638-8120     | Carthage        | NC          | US  |
| Federal Reserve Bank - Jacksonville                              | K9 Supervisor - Sgt. Frank Bell | 904-314-9772     | Jacksonville    | FL          | US  |
| Federal Reserve Bank - New Orleans                               | SSgt. Neil Gonzales             | 504-593-3397     | New Orleans     | LA          | US  |
| <b>TARHEEL CANINE TRAINING REFERENCE LIST</b>                    |                                 |                  |                 |             |     |
| US Air Force Military Working Dog Section                        | Stewart Hilliard                |                  | Backland AFB    | FL          | US  |
| Alamance County SO NC                                            | K9 Officer Mike Apple           | 336-261-8969     | Graham          | NC          | US  |
| Raleigh-Durham International Airport                             | Carin Nelli's                   | 919-840-2620     | Raleigh         | NC          | US  |
| Delmar Police Department                                         | Travis Dallam                   | 443-359-2617     | Delmar          | MD          | US  |
| Rowan County Sheriff's Office                                    | Lony De Wendt                   | 011-31-61-555507 |                 | Holland     | US  |
| Royal Bahamas Police                                             | Justin Nelson                   | 704-239-6465     | Salisbury       | NC          | US  |
| Denver Police Department                                         | Marco Hannan                    | 242-323-4467     | Nassau          | Bahamas     | US  |
| West Palm Beach Police Department                                | Brett Titus                     | 720-641-1080     | Denver          | CO          | US  |
| Flagler County Fire Department                                   | Mike Anderson                   | 861-342-3200     | West Palm Beach | FL          | US  |
| Federal Reserve Bank - Richmond                                  | Kevin Bueck                     | 386-931-1145     | Flagler Beach   | FL          | US  |
| McCracken County                                                 | Jessie Fritson                  | 404-983-3100     | Richmond        | VA          | US  |
| US Army                                                          | Steve Croft                     | 270-210-8541     |                 | KY          | US  |
| Maryland Dept. of Corrections                                    | Tim Roberts, K9 Handler         | 839-791-1074     |                 | US          | US  |
| Fredrick County Sheriff's Dept.                                  | Lt. Rodney Jordan, K9 Trainer   | 301-302-1505     | Hagerstown      | MD          | US  |
| Hillsborough Police Department                                   | Bare Kuppenthal                 | 301-573-2457     | Fredrick        | MID         | US  |
| Salisbury Police Department                                      | Captain Dexter Davis            | 919-732-9381     | Hillsborough    | NC          | US  |
| US Park Police - Washington, DC                                  | Cpl. Mark Fluiter               | 704-239-2105     | Salisbury       | NC          | US  |
| Federal Reserve Bank - Nashville                                 | Sgt. Smallman                   | 202-610-5282     | Nashville       | TN          | US  |
| US Forest Service - Florida                                      | Sgt. Lee Martin                 | 615-481-8729     | Kingsport       | TN          | US  |
| Dinwiddie County                                                 | Kevin Hite                      | 423-229-9315     | Kingsport       | TN          | US  |
| Chapley Police Department                                        | Joe Andrews, K9 Handler         | 332-395-4095     | Chapley         | FL          | US  |
| Albemarle Police Department                                      | Adam Mims                       | 804-469-4550     | Chapley         | VA          | US  |
| St. Cloud Police Department                                      | Scott Thompson, K9 Handler      | 830-638-6313     | Chapley         | FL          | US  |
| New Mexico State University Police                               | Chief Gerald R. Michael         | 704-984-9500     | Albemarle       | NC          | US  |
| Jacksonville Sheriff's Office                                    | Dalton Francis, K9 Handler      | 324-447-2327     | Ela             | A           | US  |
| West Virginia Dept. of Corrections/Mt. Olive Correctional Center | Glenn Gilbert                   | 321-228-3640     | St. Cloud       | FL          | US  |
| Huttonville Correctional Center                                  | D29, Chief O. Quinn             | 615-481-8729     | Alton           | IL          | US  |
| Susquahanna Twp. Police Dept.                                    | Andrew Bowen                    | 505-646-3311     | Lee Crues       | NM          | US  |
|                                                                  | Def. Brad Shaeffer              | 904-394-2160     | Jacksonville    | FL          | US  |
|                                                                  | Lt. Charles Collett             | 304-442-7213     | Mt. Olive       | WV          | US  |
|                                                                  | Tim Karchnak, K-9 Handler       | 304-335-2250     | Autonsville     | WV          | US  |
|                                                                  |                                 | 717-652-8265     |                 |             | US  |

esilbert@atscloud.org

|                                                           |                                |                 |              |               |        |    |
|-----------------------------------------------------------|--------------------------------|-----------------|--------------|---------------|--------|----|
| Glynn County Police Dept.                                 | Lt. Robert Purnain             | 912-254-7338    | 912-293-1693 | Brunswick     | GA     | US |
| Lea County Drug Task Force                                | Agent Chris Kemp               | 305-631-7011    |              | Hobbs         | NM     | US |
| Avery County Sheriff's Office                             | Cathy Lee K9 Handler           |                 | 828-387-1071 | Neward        | NC     | US |
| Lancaster County Sheriff's Dept                           | Dep. J.L. Stroud Swat/Parol    | 830-288-0776    |              |               | SC     | US |
| Richmond Police Dept. Patrol Division                     | Rob Gregory, K9 Master Trainer | 804-690-9710    |              | Richmond      | VA     | US |
| Thompson Police Department                                | John James                     | 706-466-0295    |              | Thompson      | GA     | US |
| Elon Police Department                                    | K9 Officer James Perry         | 336-516-4091    |              | Elon College  | NC     | US |
| <b>TARHEEL CANINE TRAINING REFERENCE LIST</b>             |                                |                 |              |               |        |    |
| Swana Twp. Police Dept.                                   | Carol Karchnak, K-9 Handler    | 717-541-1462    |              |               |        | US |
| KBH Security (Provides Patrol K-9s to Belize Fed. Prison) | Marion J. Usher, President     | 011-501-2311534 |              | Belize City   | Belize |    |
| Madison Police Department                                 | Chris Boyd, K9 Supervisor      |                 | 608-692-6261 | Madison       | WI     | US |
| Medina County Sheriff's Dept.                             | Jonathan Johnson               | 850-741-6153    |              | Medina        | TX     | US |
| Alpharetta Police Department                              | Mike Schulman                  | 770-480-3670    |              | Alpharetta    | GA     | US |
| Lumberton Police Department                               | Jerome Morton, K9 Interdiction | 910-770-7002    |              | Lumberton     | NC     | US |
| Whiteville Police Department                              | Agent Billy Hinz               |                 | 757-745-6006 | Whiteville    | NC     | US |
| Reno Police Department                                    | Steve Mayfield                 |                 |              | Reno          | NV     | US |
| Goochland County Sheriff's Office                         | Greg Beck                      | 804-901-6864    |              |               | VA     | US |
| Somerset County Police Department                         | Cpl. Bragitt Wilson            | 434-914-2702    |              | Somerset      | MD     | US |
| Easton Police Department                                  | Gordon Lee, K9 Handler         | 508-230-3322    |              | Easton        | MD     | US |
| Gloucester TWP                                            | Jimmy Kaehle, K9 Instructor    | 609-929-0690    |              | Gloucester    | NJ     | US |
| Golden K9 Protective Services                             | Eddie O'Driscoll               | 631-807-0386    |              | New York City | NY     | US |
| Anne Arundel County Sheriff's Office                      | Jason Jett                     | 443-336-3344    |              | Annapolis     | MD     | US |
| Worcester County Sheriff's Office                         | Bethany Ramey                  | 443-614-3433    |              |               | MD     | US |
| Kingstree Police Department                               | Grant Huchabee                 | 843-371-1886    |              | Kingstree     | SC     | US |
| Forsyth County Sheriff's Office                           | Rodney Pirde                   | 404-310-0751    |              | Cumming       | GA     | US |
| Abbeville Police Department                               | Ron Boaler                     | 864-806-2033    |              | Abbeville     | SC     | US |
| Fort Valley Police Department                             | Shane Broome                   | 478-542-0886    |              | Fort Valley   | GA     | US |
| Pemberton TWP                                             | Bob Furriger, K9 Handler       | 609-723-8309    |              | Pemberton     | NJ     | US |

James@homsom-mcduffie.net  
at9ps@yahoo.com



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: NEUMAIR, DIETRICH J

Trade Name:

Address: 9 STRANG ROAD  
DERBY, CT 06418

Certificate Number: 1116732

Date of Issuance: January 05, 2005

For Office Use Only:

20050105144124010

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                                        |                                        |
|----------------------------------------|----------------------------------------|
| Mariano Vega, Jr. Election Fund        | Gaughan Election Fund                  |
| Friends of Peter Brennan Election Fund | Fulop 2009 Inc.                        |
| Committee to Elect Willie Flood        | Friends of Viola Richardson for Ward F |
| Friends of Michael Sottolano           |                                        |
| Friends of Phil Kenny                  | Healy for Mayor 2009                   |
| Friends of Nidia R. Lopez              |                                        |

**Part II - Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

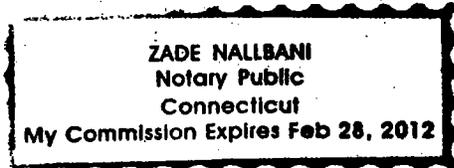
| Name of Stock or Shareholder | Home Address                        |
|------------------------------|-------------------------------------|
| <i>Dietrich Neumahi</i>      | <i>9 Strang Rd, Derby, Ct 06418</i> |
|                              |                                     |
|                              |                                     |
|                              |                                     |
|                              |                                     |
|                              |                                     |
|                              |                                     |

**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: *Dietrich Neumahi*  
 Signed: *[Signature]* Title: *owner*  
 Print Name: *Dietrich Neumahi* Date: *10-5-09*

|                                                                                                   |                                                           |
|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| Subscribed and sworn before me this <u><i>05</i></u> day of <u><i>10</i></u> , <u><i>2009</i></u> | _____<br>(Affiant)                                        |
| My Commission expires:                                                                            | _____<br>(Print name & title of affiant) (Corporate Seal) |



*Zade Nallbani*  
*10-05-09*

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

| Name                    | Address                             | % owned    |
|-------------------------|-------------------------------------|------------|
| <i>Dietrich Neumahr</i> | <i>9 Strang Rd. Derby, Ct 06418</i> | <i>100</i> |
|                         |                                     |            |
|                         |                                     |            |
|                         |                                     |            |
|                         |                                     |            |

SIGNATURE :

*Dietrich Neumahr*

TITLE:

*OWNER*

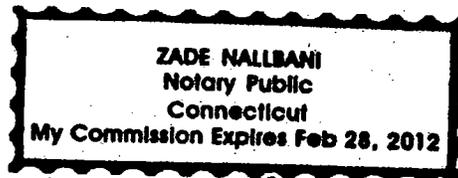
SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

*10/05/* OF 20 *09*

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).**



*Zade Nallbani*  
*10-05-09*

**NON COLLUSION AFFIDAVIT**  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:

I certify that I am Dietrich Neumahr

of the firm of Dietrich Neumahr

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

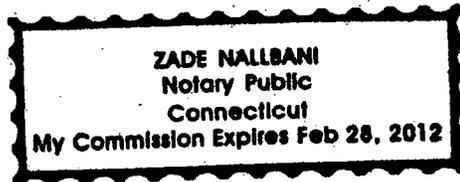
(Signature of respondent) *Dietrich Neumahr*

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY 10/05 OF 2009

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).**



*Zade Nalbani*  
10-05-09

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)**

use of any recruitment agency which engages in direct or indirect discriminatory practices..The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

**The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

**The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.**

Representative's Name/Title (Print): Dietrich Neumahr

Representative's Signature: 

Name of Company: Dietrich Neumahr

Tel. No.: 203-231-3867 Date: 10-2-09

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the owner of Dietrich Neumaier (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability (continued)**

Furthermore, the contractor expressly understands and agrees that the provisions of this 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): Dietrich Neumahr

Representative's Signature: 

Name of Company: Dietrich Neumahr

Tel. No.: 203-231-3867 Date: 10-2-09

**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: Dietrich Neumahr

Address: 9 Strang Rd, Derby, Ct 06418

Telephone No.: 203-231-3867

Contact Name: Dietrich Neumahr

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**

**Questionnaire for Bidders**

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To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Dietrich Neumahr

Address: 9 Strang Rd. Derby, CT 06418

Telephone No.: 203-231-3867

Contact Name: Dietrich Neumahr

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Dietrich Neumahr

SIGNATURE: Will Neumahr DATE: 10-2-09

PRINT NAME: Dietrich Neumahr TITLE: owner



**STATE OF NEW JERSEY**  
Division of Contract Compliance & Equal Employment Opportunity

**EMPLOYEE INFORMATION REPORT**

For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_xcompliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_xcompliance/pdf/aa302ins.pdf)

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY: **094-38-1962**

2. TYPE OF BUSINESS:  1. MFG  2. SERVICE  3. WHOLESALE  4. RETAIL  5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: **1**

4. COMPANY NAME: **Dietrich Neumahr**

5. STREET: **9 Stiang Rd.** CITY: **Derby** COUNTY: **Newtown** STATE: **CT** ZIP CODE: **06418**

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

7. CHECK ONE IS THE COMPANY:  SINGLE-ESTABLISHMENT EMPLOYER  MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: \_\_\_\_\_

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: \_\_\_\_\_

10. PUBLIC AGENCY AWARDED CONTRACT: \_\_\_\_\_ CITY: \_\_\_\_\_ COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

| Official Use Only | DATE RECEIVED | INVALID DATE | ASSIGNED CERTIFICATE 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 the priority/minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

| JOB CATEGORIES                                | ALL EMPLOYEES                                                                             |                |                  | PERMANENT MINORITY/NOV-MINORITY EMPLOYEE BREAKDOWN |          |              |       |          |       |          |              |       |          |  |
|-----------------------------------------------|-------------------------------------------------------------------------------------------|----------------|------------------|----------------------------------------------------|----------|--------------|-------|----------|-------|----------|--------------|-------|----------|--|
|                                               | COL. 1<br>TOTAL<br>(Cols 2 & 3)                                                           | COL. 2<br>MALE | COL. 3<br>FEMALE | ***** MALE *****                                   |          |              |       |          |       |          |              |       |          |  |
|                                               |                                                                                           |                |                  | BLACK                                              | HISPANIC | AMER. INDIAN | ASIAN | NOV MIN. | BLACK | HISPANIC | AMER. INDIAN | ASIAN | NOV MIN. |  |
| Officials/Managers                            | 1                                                                                         | 1              |                  |                                                    |          |              |       | 1        |       |          |              |       |          |  |
| Professionals                                 |                                                                                           |                |                  |                                                    |          |              |       |          |       |          |              |       |          |  |
| Technicians                                   |                                                                                           |                |                  |                                                    |          |              |       |          |       |          |              |       |          |  |
| Sales Workers                                 |                                                                                           |                |                  |                                                    |          |              |       |          |       |          |              |       |          |  |
| Office & Clerical                             |                                                                                           |                |                  |                                                    |          |              |       |          |       |          |              |       |          |  |
| Craftworkers (Skilled)                        |                                                                                           |                |                  |                                                    |          |              |       |          |       |          |              |       |          |  |
| Operations (Semi-Skilled)                     |                                                                                           |                |                  |                                                    |          |              |       |          |       |          |              |       |          |  |
| Laborers (Unskilled)                          |                                                                                           |                |                  |                                                    |          |              |       |          |       |          |              |       |          |  |
| Service Workers                               |                                                                                           |                |                  |                                                    |          |              |       |          |       |          |              |       |          |  |
| TOTAL                                         | 1                                                                                         | 1              |                  |                                                    |          |              |       | 1        |       |          |              |       |          |  |
| Total employment from previous report, if any |                                                                                           |                |                  |                                                    |          |              |       |          |       |          |              |       |          |  |
| Temporary & Part-time Employees               | The data below shall NOT be included in the figures for the appropriate categories above. |                |                  |                                                    |          |              |       |          |       |          |              |       |          |  |

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?  
 1. Visual Survey  2. Employment Report  3. Other (Specify): \_\_\_\_\_

13. DATES OF PAYROLL PERIOD USED  
 From: \_\_\_\_\_ To: \_\_\_\_\_

14. IS THIS THE FIRST Employee Information Report Submitted?  1. YES  2. NO

15. IF SO, DATE LAST REPORT SUBMITTED  
 MO. DAY YEAR: \_\_\_\_\_

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type): **Dietrich Neumahr** SIGNATURE: *D. Neumahr* TITLE: **owner** DATE: **10/2/09**

17. ADDRESS NO. & STREET: **9 Stiang Rd, Derby** CITY: **Newtown** STATE: **CT** ZIP CODE: **06418** PHONE (AREA CODE, NO. EXTENSION): **203-231-3867**

**CITY OF JERSEY CITY**

**RESOLUTION:**

**VENDOR:**

**RESPONDENT'S CHECKLIST**

| Item                                            | Respondent Initials | AA/DEG Review |
|-------------------------------------------------|---------------------|---------------|
| A. Non-Collusion Affidavit properly notarized   | / /                 |               |
| B. Public Disclosure Statement                  | / /                 |               |
| C. Mandatory Affirmative Action Language        | / /                 |               |
| D. Americans with Disabilities Act              | / /                 |               |
| E. Affirmative Action Compliance Notice         | / /                 |               |
| F. MWBE Questionnaire (2 copies)                | / /                 |               |
| G. Form AA302 – Employee Information Report     | / /                 |               |
| H. Business Registration Certificate            | / /                 |               |
| I. Original signature(s) on all required forms. | / /                 |               |

HAND DELIVERY REQUEST

FROM: JERSEY CITY POLICE DEPARTMENT  
FISCAL BUREAU

DATE : 10/09/09

DELIVERY TO: JEANA ABUAN

DEPARTMENT / DIVISION : EEO / AA OFFICER

ADDRESS: 280 GROVE ST CITY HALL RM 103 JERSEY CITY, NJ 07302

RECEIVED BY: Julian Castagna HAVE A GREAT DAY

DATE: 10/9/09

PLEASE RETURN SIGNED FORM TO : DEANNA LUDWIG FISCAL DEPT 8 ERIE ST

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 09-864

Agenda No. 10.Z.26

Approved: OCT 14 2009

TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO  
ACCEPT FUNDS FROM THE U.S DEPARTMENT OF JUSTICE, BULLET-PROOF  
VEST PARTNERSHIP PROGRAM (2009) TO PURCHASE BODY ARMOR FOR THE  
JERSEY CITY POLICE DEPARTMENT**

**COUNCIL**  
the following resolution

Offered and moved adoption of

**WHEREAS**, the nature of police work creates a danger to the members of the Jersey City Police Department; and

**WHEREAS**, the U.S. Department of Justice has recognized this danger; and

**WHEREAS**, has awarded the Jersey City Police Department \$17,654.00 from the Bulletproof Vest Partnership (2009); and

**WHEREAS**, the U.S. Department of Justice, through the Bulletproof Vest Partnership Program will reimburse 50 percent of the total cost of each piece of body armor purchased by the City of Jersey City; and

**WHEREAS**, the City of Jersey City requests to accept these funds from the Bulletproof Vest Partnership Program to purchase body armor that will serve to protect police officers; and

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The Jersey City Police Department is hereby authorized to accept the award of \$17,654.00 distributed by the U.S. Department of Justice through the Bulletproof Vest Partnership Program; and
2. These funds will be used to provide body armor for full-time sworn members of the Jersey City Police Department.

APPROVED: *Samuel Jefferson*  
 APPROVED: *[Signature]*  
 Business Administrator

APPROVED AS TO LEGAL FORM  
*[Signature]*  
 Asst Corporation Counsel

Certification Required   
 Not Required  **APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 10/14/09                                |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | BRENNAN       | ✓   |     |      |
|                                         |     |     |      | FULOP         | ✓   |     |      | FLOOD         | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA          | ✓   |     |      |

✓ Indicates Vote  
 N.V.-Not Voting (Abstain)  
 Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.  
*[Signature]* Peter M. Brennan, President of Council  
*[Signature]* Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 09-865

Agenda No. 10.7.27

Approved: OCT 14 2009

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S) EXCHANGE PLACE BEGINNING 10:00 A.M. AND ENDING 6:00 P.M. SATURDAY, OCTOBER 17, 2009 AT THE REQUEST OF 1199 SEIU UNITED HEALTHCARE WORKERS FOR THE PURPOSE OF A RALLY IN SUPPORT OF OMNI NURSING HOME WORKERS**

**WHEREAS**, the Division of Engineering, Traffic & Transportation has received an application from 1199 SEIU Nursing Home Workers to close Exchange Place beginning 10: 00 a.m. and ending 6:00 p.m. on Saturday, October 17, 2009 for the purpose of a rally in support of OMNI Nursing Home Workers; and

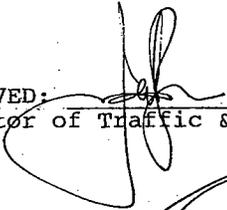
**WHEREAS**, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

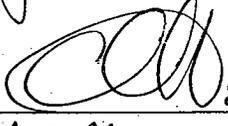
**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Traffic Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 be waived; and

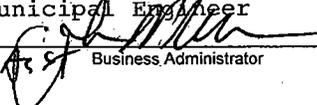
**WHEREAS**, the request to close Exchange Place does not meet one or more of the requirements set forth in Section 296-71(A)(B)(C)(D) and 296-73(D) as the application has been filed by a non-resident of the block requested to be closed; and

**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 and 296-73 be waived.

**NOW THEREFORE IS IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning 10:00 a.m. and ending 6:00 p.m., Saturday, October 17, 2009.

APPROVED:  (10/8/09)  
Director of Traffic & Transportation

APPROVED:  10/9/09  
Municipal Engineer

APPROVED:  10/9/09  
Business Administrator

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

JDS:pcl  
(10.8.09)

Certification Required

Not Required

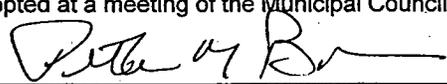
APPROVED 8-0

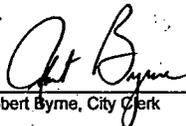
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10/14/09 |     |     |      |               |     |     |      |               |     |     |      |
|--------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                        | ✓   |     |      | GAUGHAN       | ✓   |     |      | BRENNAN       | ✓   |     |      |
|                                                  |     |     |      | FULOP         | ✓   |     |      | FLOOD         | ✓   |     |      |
| LOPEZ                                            | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA          | ✓   |     |      |

✓ 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. Breinan, President of Council

  
Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. Full title of ordinance/ resolution/cooperation agreement:**

A resolution authorizing the closing of a municipal street(s), Exchange Place beginning 10:00 a.m. and ending 6:00 p.m. on Saturday, October 17, 2009 at the request of 1199 SEIU United Healthcare Workers for the purpose of a rally in support of OMNI Nursing Home Workers.

**2. Name and title of person initiating ordinance/resolution, etc.:**

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation

**3. Concise description of program, project or plan proposed in the ordinance/resolution:**

Authorize the closing of Exchange Place beginning 10:00 a.m. and ending 6:00 p.m. on Saturday, October 17, 2009

**4. Reasons (need) for the proposed program, project, et**

Rally in support of OMNI Nursing Home Workers

**5. Anticipated benefits to the community:**

Community Affair

**6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contribution:**

No cost to the City.

**7. Date proposed program or project will commence:**

10:00 a.m., Saturday, October 17, 2009

**8. Anticipated completion date:**

6:00 p.m., Saturday, October 17, 2009

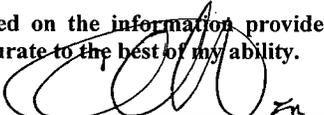
**9. Person responsible for coordinating proposed program, project, etc.:**

Monte Zucker, Supervising Planner, Division of Traffic and Transportation, ex. 4469

**10. Additional comments:**

Resolution proposed at the request of Maria Peralta on behalf of 1199 SEIU United Healthcare Workers, 555 RT 1 S, Iselin, NJ 08830, 732.287.8113

Based on the information provided to me, I certify that all the facts presented herein are accurate to the best of my ability.

  
\_\_\_\_\_  
Municipal Engineer

10/9/09  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date

## **APPLICATION FOR RECREATIONAL EVENT ST CLOSURE**

**BLOCK: EXCHANGE PL**

**PURPOSE OF EVENT: rally in support of OMNI nursing home workers**

**BEGINS: 10AM ENDS: 6PM Saturday, Oct 17, 2009**

**APPLICANT: Maria Peralta**

**ORGANIZATION: 1199 SEIU United Healthcare Workers**

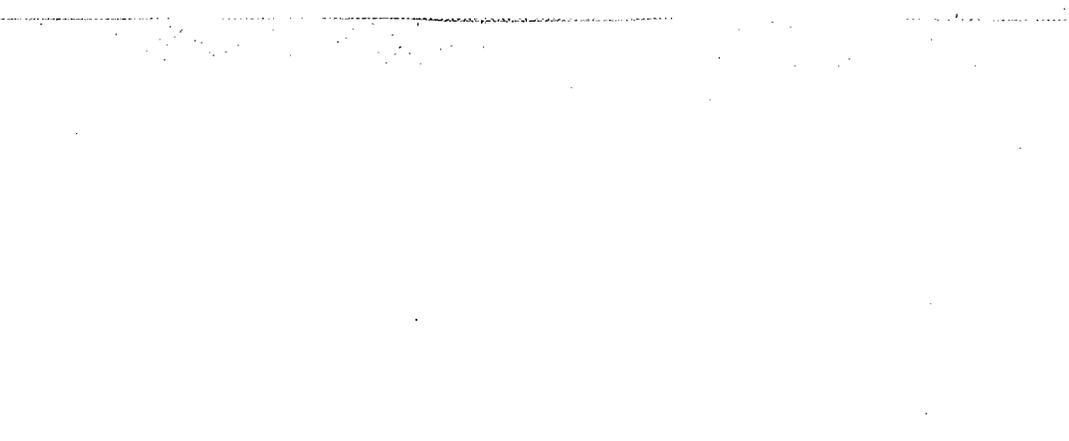
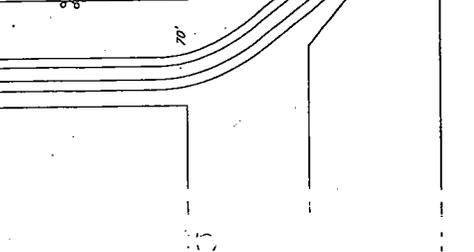
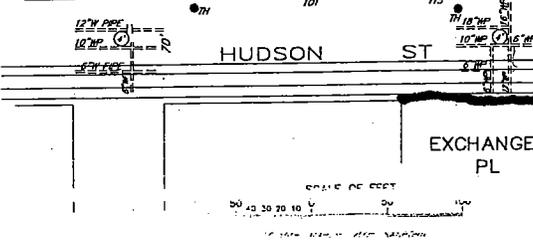
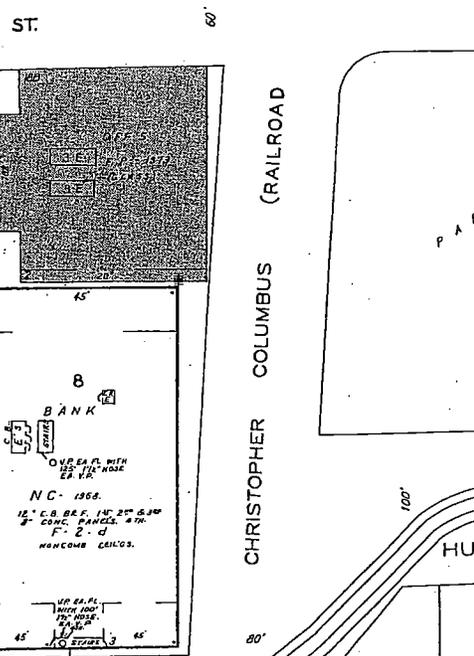
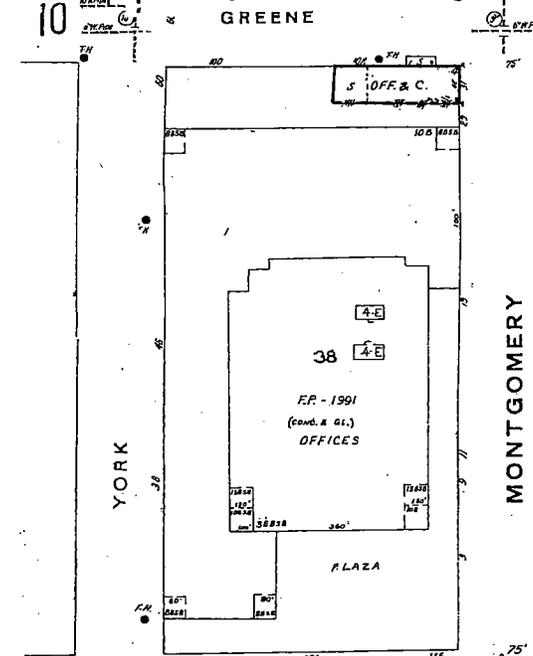
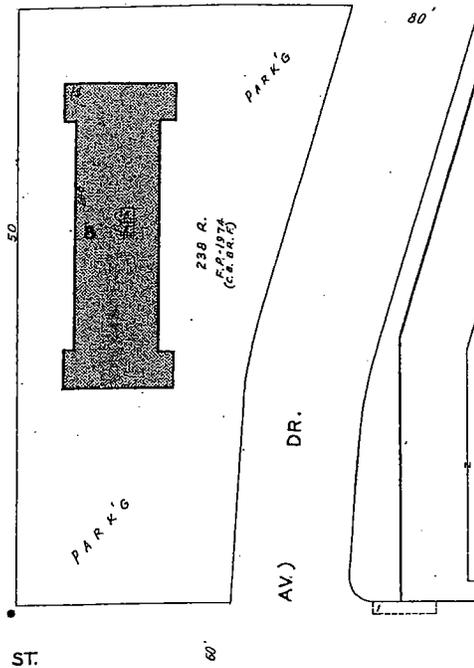
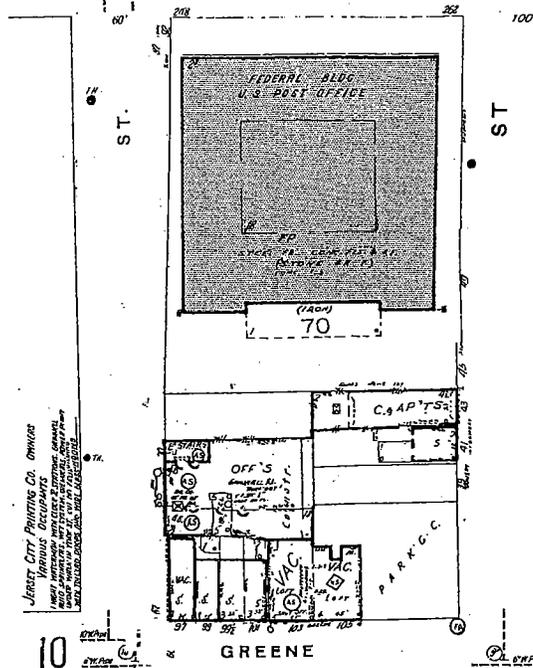
**STREET ADDRESS: 555 Rt 1 S**

**CITY, STATE, ZIP: Iselin NJ 08830**

**PHONE #: 732.287.8113**

**BEING WAIVED: nonresident**

WASHINGTON



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 09-866  
 Agenda No. 10.Z.28  
 Approved: OCT 14 2009  
 TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S)  
 HERBERT PLACE; LIBERTY AVENUE FROM NEWARK AVENUE TO VAN WINKLE AVENUE AND NEWARK AVENUE FROM KENNEDY BOULEVARD TO TONNELE AVENUE BEGINNING 5:00 P.M. SATURDAY, OCTOBER 17, 2009 AND ENDING 2:00 A.M., SUNDAY, OCTOBER 18, 2009 AT THE REQUEST OF THE NEWARK AVENUE, JERSEY CITY CHAMBER OF COMMERCE FOR THE PURPOSE OF A CELEBRATION OF DIWALI**

**WHEREAS**, the Division of Engineering, Traffic & Transportation has received an application from the Newark Avenue, Jersey City Chamber of Commerce to close Herbert Place; Liberty Avenue from Newark Avenue to Van Winkle Avenue and Newark Avenue from Kennedy Boulevard to Tonnele Avenue beginning 5: 00 p.m. Saturday, October 17, 2009 and ending 2:00 a.m. Sunday, October 18, 2009 for the purpose of the celebration of Diwali; and

**WHEREAS**, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Traffic Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 be waived; and

**WHEREAS**, the request to close Herbert Place; Liberty Avenue and Newark Avenue does not meet one or more of the requirements set forth in Section 296-71; 296-72(2) and 296-73(D) as the closing exceeds one block and the end time exceeds the time permitted; and

**WHEREAS**, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-72 and 296-73 be waived.

**NOW THEREFORE IS IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Herbert Place; Liberty Avenue from Newark Avenue to Van Winkle Avenue and Newark Avenue from Kennedy Boulevard to Tonnele Avenue beginning 5:00 p.m. Saturday, October 17, 2009 and ending 2:00 a.m. Sunday, October 18, 2009.

APPROVED: [Signature]  
 Director of Traffic & Transportation

APPROVED: [Signature] 10/14/09  
 Municipal Engineer

APPROVED: [Signature]  
 Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
 Past Corporation Counsel

JDS:pcl  
 (10.14.09)

Certification Required   
 Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10/14/09 |     |     |      |               |     |     |      |               |     |     |      |
|--------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                        | ✓   |     |      | GAUGHAN       | ✓   |     |      | BRENNAN       | ✓   |     |      |
|                                                  |     |     |      | FULOP         | ✓   |     |      | FLOOD         | ✓   |     |      |
| LOPEZ                                            | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA          | ✓   |     |      |

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
 Peter M. Brennan, President of Council

[Signature]  
 Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. Full title of ordinance/ resolution/cooperation agreement:**

A resolution authorizing the closing of a municipal street(s), Herbert Place; Liberty Avenue from Newark Avenue to Van Winkle Avenue and Newark Avenue from Kennedy Boulevard to Tonnele Avenue beginning 5:00 p.m. Saturday, October 17, 2009 and ending 2:00 a.m. Sunday, October 18, 2009 at the request of the Newark Avenue, Jersey City Chamber of Commerce for the purpose of a celebration of Diwali

**2. Name and title of person initiating ordinance/resolution, etc.:**

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation

**3. Concise description of program, project or plan proposed in the ordinance/resolution:**

Authorize the closing of Herbert Place; Liberty Avenue from Newark Avenue to Van Winkle Avenue and Newark Avenue from Kennedy Boulevard to Tonnele Avenue beginning 5:00 p.m. Saturday, October 17, 2009 and ending 2:00 a.m. Sunday, October 18, 2009 at the request of the Newark Avenue, Jersey City Chamber of Congress for the purpose of a celebration of Diwali

**4. Reasons (need) for the proposed program, project, et**

Celebration of Diwali

**5. Anticipated benefits to the community:**

Community Affair

**6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contribution:**

No cost to the City.

**7. Date proposed program or project will commence:**

5:00 p.m., Saturday, October 17, 2009

**8. Anticipated completion date:**

2:00 a.m., Sunday, October 17, 2009

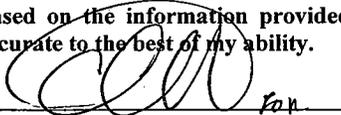
**9. Person responsible for coordinating proposed program, project, etc.:**

Monte Zucker, Supervising Planner, Division of Traffic and Transportation, ex. 4469

**10. Additional comments:**

Resolution proposed at the request of Dave Bavesh on behalf of the Newark Avenue, Jersey City Chamber of Commerce, 778 Newark Avenue, JCNJ 848.565.5282

Based on the information provided to me, I certify that all the facts presented herein are accurate to the best of my ability.

  
Municipal Engineer

10/14/09  
Date

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date

# **APPLICATION FOR RECREATIONAL EVENT ST CLOSURE**

**BLOCKS: HERBERT PL**

**LIBERTY AV from NEWARK AV to VAN WINKLE AV  
NEWARK AV from KENNEDY BLVD to TONNELE AV**

PURPOSE OF EVENT: celebration of Diwali

BEGINS: 5PM Saturday, Oct 17, 2009    ENDS: 2AM Sunday, October 18, 2009

APPLICANT: Dave Bavesh

ORGANIZATION: Newark Av, Jersey City Chamber of Commerce

STREET ADDRESS: 778 Newark Av

CITY, STATE, ZIP: Jersey City NJ 07306

PHONE #: 848.565.5282

BEING WAIVED: more than one block at a time closed, end time



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 09-867  
 Agenda No. 10.Z.29  
 Approved: OCT 14 2009  
 TITLE:



**RESOLUTION EXTENDING THE TERM OF A LICENSE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE JERSEY CITY REDEVELOPMENT AGENCY ALLOWING USE AND ACCESS TO CITY OWNED PROPERTY ON 80 BAY STREET (BLOCK 76, LOT 160) WITHIN THE POWERHOUSE ARTS DISTRICT REDEVELOPMENT AREA**

**COUNCIL offered and move adoption of the following resolution:**

**WHEREAS**, the City of Jersey City [City] is the owner of property listed below which lies within the Hudson Exchange Redevelopment Area:

| <u>BLOCK</u> | <u>LOT</u> | <u>ADDRESS</u> |
|--------------|------------|----------------|
| 76           | 160        | 80 Bay Street  |

**WHEREAS**, the Jersey City Redevelopment Agency [JCRA] has the responsibility of acquiring the above mentioned property within the Powerhouse Arts District Redevelopment Area to effectuate the rehabilitation, redevelopment and revitalization of the area and is making a separate application for a transfer ordinance authorizing conveyance of this property to the Jersey City Redevelopment Agency for redevelopment purposes; and

**WHEREAS**, by the adoption of Resolution 07-451 the City entered into a License Agreement with the JCRA, executed on July 19, 2007, allowing the agency to utilize and access Block 76, Lot 160 for the pre-development activities and studies, including environmental and geotechnical sampling and testing for the term of one (1) year; and

**WHEREAS**, the JCRA now needs to extend the term of the agreement for three (3) additional years to be able to complete the aforementioned pre-development activities; and

**WHEREAS**, the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-38 and 39(f) authorizes such agreements and cooperation between the City and the Jersey City Redevelopment Agency.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. Resolution extending the term of the License Agreement between the City of Jersey City and Jersey City Redevelopment Agency and/or its designees, to utilize and access the property listed above for a term of three (3) years commencing on the date of execution of the License Agreement by the Mayor or City Business Administrator, as generally shown on the map attached as Exhibit A.
2. The Mayor and Business Administrator are hereby authorized to execute an agreement in substantially the form of the attached License Agreement.

*JM/he*  
10/09/09

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM  
 APPROVED: *Joseph Corrado* *Paul Reddy*  
Business Administrator Act-Corporation Counsel

Certification Required   
 Not Required

**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 10/14/09                                |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | BRENNAN       | ✓   |     |      |
|                                         |     |     |      | FULOP         | ✓   |     |      | FLOOD         | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA          | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

*Peter M. Brennan* *Robert Byrne*  
Peter M. Brennan, President of Council Robert Byrne, City Clerk

## LICENSE AGREEMENT

The **AGREEMENT** is made this \_\_\_\_\_ day of June 2009, between the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, hereinafter designated as "**Licensor**" or "**City**" and **JERSEY CITY REDEVELOPMENT AGENCY**, (and its employees, agents, invitees, and contractors), a body corporate and politic of the State of New Jersey with offices at 30 Montgomery Street, Jersey City, New Jersey 07302, hereinafter designated as "**Licensee**".

**WITNESSETH** that:

1. The Licensor is the owner of property designated on the official tax map of the City of Jersey City as Block 76, Lot 160 (80 Bay Street) hereinafter designated as "the Property".
2. The Licensor agrees to permit the Licensee and/or its designated redeveloper, to enter onto the Property as shown on the map included as Exhibit A for the purpose of performing various studies and investigations, including but not limited to environmental and geotechnical sampling and testing, related to the redevelopment of the site pursuant to the Powerhouse Arts District Redevelopment Plan.
3. The Licensee, its agent(s) or assignee shall defend, indemnify, save and hold harmless the Licensor from any and all accidents, losses, damages, claims, demands, suits, liens, expenses (including reasonable attorneys' fees and expenses) and judgments of any nature arising, or alleged to arise, by reason of this Agreement or the use of the Property by the Licensee or any of its agents, assignees, servants, employees, contractors, subcontractors or invitees, in on or about the Property

for the purposes set forth above with its permission, or outside the scope of the above permitted use. The obligations of the Licensee its agent(s) or assignee to indemnify the Licensor pursuant to this Section shall survive any termination of this Agreement.

4. The Licensee, its agent(s) or assignee shall carry property damage and Comprehensive General Liability Insurance for an amount not less than \$1,000,000. or such other type and amount as is deemed or appropriate by the Licensor. The Licensee shall furnish to the Licensor a Certificate of Insurance for the benefit of the Licensee and Licensor and naming the Licensor, its employees or agents as additional named insured and covering the property herein described. Delivery of Certificates of Insurance evidencing policies or insurance and proof of payment of premium shall be delivered to the Licensor within ten (10) days of execution of this Agreement. The obligations of the Licensee or its agent(s) or assignee to indemnify the Licensor pursuant to this Section shall survive any termination of this Agreement.

5. The Licensee its agent(s) or assignee shall further furnish to the Licensor evidence that it has statutory workers compensation insurance for the protection of any of the employees or agents of the Licensee.

6. All accidents or injuries to persons, or any damages, etc., occurring as a result of or in connection with the Licensee's use of the property, shall be reported immediately to the Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor.

7. The Licensee shall furnish to the Licensor evidence that it has automobile, machinery and equipment insurance in the amounts satisfactory to the Licensor and in no case lower than the full statutory amounts required.

8. The Licensee accepts sole responsibility for any or all security, if necessary, for its equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors, subcontractors and invitees while on the property, at no cost to the City of Jersey City.

9. Any equipment installed or used by the Licensee, its agent(s) or assignee in connection with its use of the property that may be removed without damage to the property shall be deemed to be the property of the Licensee and shall be removed by it at the termination of the agreement, or not later than five (5) days thereafter. In the event that the same is not removed, the same shall be deemed abandoned and the Licensor shall have the right to dispose of the same and charge the Licensee for any cost of disposing thereof.

10. The Licensee shall provide in writing to the Licensor the names of two (2) authorized representatives of the Licensee, its agent(s) or assignee who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Licensee.

11. All Notices and payments between the parties hereto shall be addressed and delivered to the following:

**Licensor:** City of Jersey City  
Business Administrator  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302

**Licensee:** Jersey City Redevelopment Agency  
Attn.: Executive Director  
30 Montgomery Street, Room 910  
Jersey City, N.J. 07302

12. All of the above terms and conditions shall be binding on the Licensee, its agent(s) or assignee, Licensor and all other parties connected with the event for which the property is 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.

13. This License shall commence on the day of execution by the Jersey City Business Administrator and shall terminate three (3) years thereafter unless otherwise extended for up to an additional twelve (12) months.

14. The permission for use of the Property may be revoked by Licensor at any time without cause upon thirty (30) days advance written notice. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the Property which occurred on or prior to the date of revocation.

15. 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 property by the Licensee will be repaired by the Licensee its agent(s) or assignee at its own cost and expense.

16. The permission to use City-owned property 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, its agent(s) or designee(s) from its responsibility to procure and maintain in effect all other requisite permissions and approvals.

17. The entire agreement between the Licensor and Licensee is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.

18. Agency officials, officers, directors or employees 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.

19. The Licensee's use of the property shall keep all public streets free and clear of obstructions and shall not interfere with their use.

20. The Licensee's use of the property shall be in accordance with all ordinances and regulations of the City of Jersey City which are applicable to the intended use of the property by the Licensee.

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed by their respective officers, thereunto duly authorized, all as the day and year first above mentioned.

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**ROBERT BYRNE**  
City Clerk

By: \_\_\_\_\_  
**BRIAN O'REILLY**  
Business Administrator

**JERSEY CITY REDEVELOPMENT  
AGENCY**

\_\_\_\_\_  
**ROBERT P. ANTONICELLO**  
Secretary

By: \_\_\_\_\_  
**JAMES K. MORLEY**  
Chairman

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res.09-868

Agenda No. 10.Z.30

Approved: OCT 14 2009



TITLE: **RESOLUTION AUTHORIZING THE RECOGNITION OF OCTOBER 19 TO OCTOBER 23, 2009 AS *FINANCIAL LITERACY WEEK***

**THE MUNICIPAL COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, adequate emergency saving, retirement funds, and safe debt income ratios are critical components of personal financial security; and

**WHEREAS**, personal and household savings is a fundamental characteristic in the stability and strength of all American households; and

**WHEREAS**, Your Money Bus is a national financial education campaign to persuade, encourage, and motivate American and their families to take action in building financial security through saving money and reducing debt; and

**WHEREAS**, Your Money Bus is traveling from border to border and coast to coast to provide the answers to the pressing financial questions Americans have and prepared financial tool kits to help people get their financial lives in order; and

**WHEREAS**, the NAPFA Consumer Education Foundation, TDAMERITRADE, *Kiplinger's Personal Finance* magazine, FiLife.com and hundreds of volunteer NAPFA- Registered Financial Advisors are committing countless hours and resources to helping people through the Your Money Bus; and

**WHEREAS**, the City of Jersey City supports the Your Money Bus initiative and its commitment to assisting all Americans in taking immediate financial action to build savings, not debt; and

**WHEREAS**, **Financial Literacy Week** is calling on all residents of Jersey City to set personal savings or debt reduction goals, make simple savings plans, or take other positive actions during **Financial Literacy Week**; and

**WHEREAS**, Your Money Bus will be in front of City Hall, 280 Grove Street, Jersey City on Wednesday, October 21, 2009 from noon to 6 p.m.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. October 19, 2009 through October 23, 2009 be recognized as **Financial Literacy Week** in Jersey City; and
2. All residents are strongly urged to take advantage of the services offered during **Financial Literacy Week**, such as Your Money Bus, in order to improve their financial situations and to increase savings and reduce debt.

APPROVED: [Signature]

APPROVED: [Signature]  
Business Administrator  
AST.

APPROVED AS TO LEGAL FORM

[Signature]  
Attorney Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

10/14/09

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | BRENNAN       | ✓   |     |      |
|                                         |     |     |      | FULOP         | ✓   |     |      | FLOOD         | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA          | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 09-869

Agenda No. 10 .Z. 31

Approved: OCT 14 2009

TITLE:



**RESOLUTION APPOINTING DAVID DONNELLY AS A COUNCIL MEMBER FOR WARD B TO SERVE UNTIL THE NEXT GENERAL ELECTION, NOVEMBER 2, 2010**

**COUNCIL AS A WHOLE** offered and moved adoption of the following resolution:

**WHEREAS**, Council Member Philip Kenney was elected to represent Ward B and sworn into office on July 1, 2009; and

**WHEREAS**, Council Member Philip Kenny by letter dated October 6, 2009, resigned as Council Member of Ward B effective immediately; and

**WHEREAS**, the resignation created a vacancy in the office; and

**WHEREAS**, David Donnelly is qualified by knowledge to hold the office of a Council Member of Ward B; and

**WHEREAS**, pursuant to N.J.S.A. 40A:16-4(b) and N.J.S.A. 40A:16-7, a vacancy in the office of Council member is filled by a majority vote of the remaining members of the Council.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The resignation of Council Member Philip Kenny dated October 6, 2009, is hereby accepted.
2. David Donnelly, is hereby appointed as Council Member of Ward B and shall serve until his successor is elected and qualified following the next general election, November 2, 2010.

*JM/igp/he*  
10/13/09

APPROVED: \_\_\_\_\_

APPROVED: *[Signature]*  
Business Administrator

APPROVED AS TO LEGAL FORM

*[Signature]*  
Corporation Counsel

2009116

Certification Required

Not Required

APPROVED 7-0-1

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |         |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|---------|-----|------|---------------|-----|-----|------|
| 10/14/09                                |     |     |      |               |         |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE     | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓       |     |      | BRENNAN       | ✓   |     |      |
|                                         |     |     |      | FULOP         | ✓       |     |      | FLOOD         | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ABSTAIN |     |      | VEGA,         | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

*[Signature]*  
Peter M. Brennan, President of Council

*[Signature]*  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 09-870

Agenda No. 10.Z.32

Approved: OCT 14 2009



TITLE:

**RESOLUTION ACKNOWLEDGING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE DEPOSITORY TRUST AND CLEARING CORPORATION**

**COUNCIL** offered and moved adoption of the following resolution

**WHEREAS**, Depository Trust and Clearing Corporation [DTCC] is a world renowned organization, which provides centralized support and services for the entire equities, bonds and securities markets; and

**WHEREAS**, DTCC is considering the relocation of 1,600 of its employees to a property located at the Newport Office Centre VI, 570 Washington Blvd., Jersey City, NJ [Premises]; and

**WHEREAS**, the Premises are currently used as a two (2) level parking garage, but will be converted to 380,000 square feet of prime office space; and

**WHEREAS**, the presence of a prestigious firm like DTCC adds to the critical mass of financial firms already in Jersey City and will certainly influence other high caliber firms, to relocate here in time; and

**WHEREAS**, the relocation will generate \$45 million worth of jobs and materials in connection with the construction of the improvements to the Premises; and

**WHEREAS**, the housing, restaurant, entertainment and the retail markets of the City of Jersey City will benefit from the spending power of the relocation of the 1,600 employees, whose average salary is \$130,000 a year; and

**WHEREAS**, the benefits to the City of Jersey City both long term and short term are self evident; and

**WHEREAS**, it is critical to DTCC's decision to proceed with the relocation, that certain incentives be made available to it from the City of Jersey City [City] and the County of Hudson [County]; and

**WHEREAS**, DTCC, the County Executive and the Mayor have executed a Memorandum Of Understanding [MOU] to set forth the nature and scope of the incentives and to provide both parties with an expression of their mutual intent to support and pursue the incentives; and

**WHEREAS**, although binding agreements can only be approved by the governing body after a public hearing on their respective merits, the Memorandum Of Understanding [MOU] reflects the City of Jersey City's enthusiastic support for the relocation of the DTCC.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

The Memorandum of Understanding among the Depository Trust and Clearing Corporation, the Hudson County Executive and the Mayor of the City of Jersey City, attached hereto, is hereby acknowledged by the Municipal Council of the City of Jersey City.

JM/he  
10/13/09

APPROVED: \_\_\_\_\_

APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 10/14/09                                |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | BRENNAN       | ✓   |     |      |
|                                         |     |     |      | FULOP         | ✓   |     |      | FLOOD         | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA          | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

**EXECUTION VERSION**

**MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)**, made this \_\_\_\_ day of October, 2009 (“Effective Date”), by and between the OFFICE OF THE MAYOR, CITY OF JERSEY CITY, NEW JERSEY (“City Administration”), having its principal office at 280 Grove Street, Jersey City, New Jersey 07310; the OFFICE OF THE COUNTY EXECUTIVE, HUDSON COUNTY, NEW JERSEY (“County Administration”), having its principal office at Justice Brennan Courthouse, 583 Newark Avenue, Jersey City, New Jersey 07306; and the DEPOSITORY TRUST AND CLEARING CORPORATION (“DTCC”), having its principal office at 55 Water Street, New York, New York 10041.

WITNESSETH

WHEREAS, DTCC is considering relocation of certain of its facilities and employees to leased premises located at the Newport Office Centre VI, located at 570 Washington Blvd., Jersey City, NJ (“Premises”); and

WHEREAS, it is relevant to DTCC’s determination as to whether to proceed with such relocation that certain incentives be made available to it by the City of Jersey City (“City”) and the County of Hudson (“County”); and

WHEREAS, in the event that DTCC determines to proceed with the relocation, it is anticipated that significant renovation of portions of the Premises will take place,

including, but not limited to, the conversion of two floors of the existing parking garage at the Premises into office space; and

WHEREAS, DTCC, the County Administration and the City Administration wish to enter into this MOU to set forth the nature and scope of said incentives, to provide both parties with an expression of their mutual intent to pursue said incentives, and set forth their mutual plan and schedule for implementing same.

NOW THEREFORE, in an effort to facilitate the process of making such incentives available, and encourage the parties to diligently take specified steps to implement such incentives, the parties hereby agree to enter into this Memorandum of Understanding in order to establish a framework for the parties to work cooperatively and collaboratively with respect to same, as follows:

Section 1. Statement of Purpose. This Memorandum of Understanding provides direction for joint pursuit of certain economic incentives for the relocation of certain DTCC facilities and employees to the City and County. The commitments and discussions by the parties through cooperative efforts are designed to facilitate same, with the execution of formal agreements to follow.

Section 2. Urban Enterprise Zone (UEZ) Business Relocation Grant.

(a) The City Administration agrees to recommend to the City's governing body ("City Council") that the City provide or cause to be provided a grant to DTCC in the amount of ONE MILLION DOLLARS (\$1,000,000.00) ("Grant") to reimburse a portion of DTCC's costs of relocation to the City. Such Grant is expected to be provided through the City's Economic Development Corporation utilizing available Urban Enterprise Zone funds and will be funded in annual TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) installments over a four-year period, with the first installment to be funded upon issuance of a Temporary Certificate of Occupancy for a majority of the Premises, which the parties estimate to be on or about January 2, 2013, and the second, third and fourth installments to be funded on the three subsequent anniversaries of such date upon delivery by DTCC of the Certification, as hereinafter defined, in the amount set forth therein. DTCC acknowledges that said Grant is subject to approval by the City Council and the Urban Enterprise Zone Authority of the State of New Jersey ("UEZA") and agrees to submit any documentation reasonably required in order for such Grant to be approved. The City Administration agrees to take all steps necessary to timely process the Grant request.

(b) The City Administration agrees to include or cause to be included in the conditions of the Grant, to be set forth in a Grant Agreement, that:

(i) there shall be no reduction in the amount of a Grant installment payment unless the number of Jersey City-based DTCC employees shall have fallen to less than 1000, in which event the amount of that annual Grant installment payment shall be reduced by a percentage amount equal to 100 minus 100 times the quotient of the number of Jersey City-based DTCC employees divided by 1000; provided, however, that in the event that the number of employees has been increased to or above 1000 in any subsequent year, there shall be no reduction in the Grant installment payment payable in such year.

(ii) The Chief Financial Officer or other appropriate officer of DTCC with knowledge of human resources and payroll information shall provide the City with an annual certification thirty (30) days prior to the annual Grant installment payment date that certifies the number of Jersey City-based DTCC employees and the amount of the Grant installment payment due, calculated pursuant to the formula set forth in subparagraph (i) above ("Certification").

(iii) the second, third and fourth annual Grant payment installments shall be disbursed automatically on the schedule set forth above provided that the Certification is timely delivered.

(c) Following payment of the fourth and final installment of the Grant, DTCC shall have no ongoing obligation to maintain a minimum number of Jersey City-based DTCC employees.

(d) DTCC further acknowledges and agrees that, upon becoming eligible to become a qualified business in the City's UEZ, it will make the necessary application therefor and, following approval thereof, will maintain itself as a qualified business for the term of the Grant. City acknowledges that, given the nature of DTCC's business and notwithstanding good faith efforts that may be made by DTCC, DTCC may require the UEZA, pursuant to its discretion under N.J.A.C. 12A:120-1.8, to modify the twenty-five (25) percent employee hiring requirement so as to require a lesser percentage of full-time employees, newly hired by the Company during the applicable period, to meet one or more of the criteria set forth in N.J.S.A. 52:27H-62c (1), (2) or (3) as amended by L. 1988, C93, S1 (the "criteria"). As such, the City agrees to recommend to the UEZA that, in consideration for a one-time contribution to the UEZA by DTCC for the funding of programs in a manner consistent with N.J.A.C. 12A:120-1.6 in the amount of \$1,000 per employee below the required number of employees needed to meet the threshold, the UEZA shall approve a waiver as is necessary to allow DTCC to remain in full compliance under the program.

### Section 3. ARRA Recovery Zone Facility Bonds.

(a) The City Administration and County Administration each agree to recommend to the City Council and the Hudson County Freeholders, respectively, to take all steps necessary to designate or cause to be designated the area including the Premises as a “recovery zone” under the Federal American Recovery and Reinvestment Act of 2009 (“ARRA”).

(b) The City Administration further agrees to recommend to the City Council that the City commit FIVE MILLION DOLLARS (\$5,000,000) of the amount of such bond issuance capacity allocated to the City by the Internal Revenue Service for Recovery Zone Facility Bonds (“City Commitment”) (representing approximately fifty percent (50%) of the total amount allocated to the City by the Internal Revenue Service for Recovery Zone Facility Bonds), to DTCC for the purposes of capital investment in the Premises. Provided such commitment is approved by the City Council, the City Administration will take all steps necessary to provide for the issuance of said bonds at such time as DTCC may designate through the Hudson County Improvement Authority.

(c) Similarly, the County Administration further agrees to recommend to the Hudson County Board of Chosen Freeholders (“County Board”) that the County commit FIVE MILLION DOLLARS (\$5,000,000) of the amount of such bond issuance capacity allocated to the County by the Internal Revenue Service for Recovery Zone Facility Bonds (“County Commitment”) to DTCC for the purposes of capital investment in the Premises. Provided such commitment is approved by the County Board, the County Administration will take all steps necessary to provide for the issuance of said bonds through the Hudson County Improvement Authority at such time as DTCC may designate.

(d) Both the County Administration and the City Administration will take all steps necessary to provide that proceeds from the above-described bonds will be made available to DTCC as follows:

(i) Such bonds shall be issued on a private placement basis to lenders to be designated by DTCC (“DTCC Lenders”);

(ii) DTCC Lenders will cause the Hudson County Improvement Authority to loan the proceeds of such bonds to DTCC for the purposes of making such improvements and purchasing such equipment at the Premises as is permitted under ARRA, pursuant to such terms and conditions as DTCC and the DTCC Lenders may agree.

(e) County Administration shall take all steps necessary to cause the Hudson County Improvement Authority to issue the above-described bonds on terms and with the payment of issuance and other fees and reimbursements as set forth in Attachment A, which reimbursements shall be limited to an issuer’s direct out-of-pocket costs incurred as a direct result of the issuance of such bonds.

(f) The repayment of principal and interest on such bonds shall be the responsibility of DTCC, and neither the County nor the City shall have any liability whatsoever for the repayment of said bonds.

(g) DTCC agrees to submit any documentation reasonably required in order for the above-described bonds to be issued.

(h) In the event DTCC determines it does not wish to utilize the full amount of the City Commitment and/or County Commitment, DTCC will advise the appropriate entity by no later than June 1, 2010.

#### Section 4. Long-Term Tax Exemption ("LTTE").

(a) In consideration of DTCC's relocation to the City and the additional investment in the Premises that attend such relocation, and in order to induce same, the City Administration agrees to recommend to the City Council that the City amend the existing Financial Agreement between the City and NOC VI URBAN RENEWAL COMPANY, LLC ("Existing URE"), made as of August 10, 2000, to accomplish the following:

(i) Remove from the description of property subject thereto, and from the components of Project Cost, as therein defined, certain designated portions of the Premises consisting of two (2) levels of the existing parking garage that are to be substantially renovated and reconfigured to serve other purposes in connection with the occupancy of DTCC ("Renovation Space").

(ii) Amend the staged adjustments in the Financial Agreement to be consistent with the following schedule:

|             |                                                                |
|-------------|----------------------------------------------------------------|
| Years 1-15  | Annual Service Charge                                          |
| Years 16-17 | Greater of Annual Service Charge or 20% of taxes otherwise due |
| Year 18     | Greater of Annual Service Charge or 40% of taxes otherwise due |
| Year 19     | Greater of Annual Service Charge or 60% of taxes otherwise due |
| Year 20     | Greater of Annual Service Charge or 80% of taxes otherwise due |

(b) The City Administration agrees to recommend to the City Council that the City approve an application for a new tax exemption and Financial Agreement between the City and a new urban renewal entity to be established by the owner of the Premises or DTCC (to be determined) ("New URE") to accomplish the following:

(i) Exempt the Renovation Space from taxation for a period of 20 years from the completion thereof, as permitted by applicable law.

(ii) Provide for staged adjustments in the Financial Agreement to be consistent with the following schedule:

|             |                                                                |
|-------------|----------------------------------------------------------------|
| Years 1-15  | Annual Service Charge                                          |
| Years 16-17 | Greater of Annual Service Charge or 20% of taxes otherwise due |
| Year 18     | Greater of Annual Service Charge or 40% of taxes otherwise due |
| Year 19     | Greater of Annual Service Charge or 60% of taxes otherwise due |
| Year 20     | Greater of Annual Service Charge or 80% of taxes otherwise due |

(iii) Provide for annual service charges equal to 10% of annual gross revenues attributable to the Renovation Space, which gross revenues shall be computed to include the rental amounts retained by the New URE as master landlord, landlord or sublandlord of the Renovation Space (which rental amounts are set forth on Attachment B hereto) but excluding the operating expenses (taxes, insurance, maintenance, etc.) for the Renovation Space passed through to DTCC as tenant or subtenant.

(iv) Provide for commencement of payment of annual service charges upon issuance of the first temporary or permanent certificate of occupancy for the Renovation Space.

(c) DTCC agrees to request that the owner of the Premises submit all required application materials in order for the City to undertake the actions set forth in (a) and (b) above or, in the event that it is determined that DTCC shall establish the new urban renewal entity as set forth in (b) above, to submit such materials.

Section 5. Additional Provisions.

(a) DTCC shall be responsible for payment of any application or administrative fees typically paid by the recipient of any of the above-described incentives, but no additional fees or charges associated therewith. In no event shall DTCC or the owner of the Premises be required to make any pre-payment of Annual Service Charges or other extraordinary fees in connection with implementing any of the provisions of this MOU.

(b) The parties acknowledge the time-sensitive nature of DTCC's decision-making process with respect to a potential relocation to the City and, as such, agree to act promptly to fulfill their respective obligations hereunder, which, more specifically, the parties agree will entail the following timetable:

- (i) Execution of this MOU: Effective Date.
- (ii) Planning Board application filed by October 9, 2009 (has occurred).
- (iii) LTTE applications filed by Existing URE and New URE by October 15, 2009.

Subject to compliance with the above dates:

- (iv) City Planning Board to hold hearing on October 20, 2009 to approve site plan application for modifications to Premises.
- (v) Tax Abatement Committee of the City Council to meet and recommend approval of the LTTE applications by October 22.
- (vi) City Council to introduce an ordinance approving the LTTE applications at its October 28<sup>th</sup> meeting.
- (vii) City Council to adopt a resolution to approve the Grant at its October 28<sup>th</sup> meeting.
- (viii) City Council, at its October 28<sup>th</sup> meeting, to adopt a resolution to designate an area that includes the Premises as a Recovery Zone pursuant to the ARRA and to allocate the City Commitment to DTCC.
- (ix) City Council to approve the ordinance approving the LTTE applications at its November 10<sup>th</sup> meeting.
- (x) Recommendation of County that the Board of Chosen Freeholders, at its October 22<sup>nd</sup> meeting, adopt a resolution to designate an area that includes the Premises as a Recovery Zone pursuant to the ARRA and to allocate the County Commitment to DTCC.

If the hearing of the site plan application occurs later than October 20, 2009, then subsequent dates shall be postponed to the limited extent necessary to accommodate such delay.

(c) City Administration and County Administration agree to facilitate all other matters that may be required to accomplish the overall transaction contemplated herein, including, but not limited to, land use approvals and other permits that may be required. Further, City Administration agrees to recommend to City Council that it take all necessary actions required by the State of New Jersey to express the City's support of DTCC's application for an Economic Redevelopment and Growth Grant from the State pursuant to C.52:27D-489a et seq.

(d) The parties acknowledge that the matters addressed by this MOU constitute only a portion of the issues being taken into consideration by DTCC in making its relocation decision and, as such, DTCC may, for any or no reason, terminate this MOU upon written notice to City prior to the first to occur of (i) approval by the City of the City Commitment or (ii) approval by the County of the County Commitment. Following the first to occur of (i) approval by the City of the City Commitment or (ii) approval by the County of the County Commitment, DTCC shall be entitled to terminate this MOU if, by November 30, 2009, all of the following have not occurred: (v) approval of the Grant; (w) the second to occur of (i) approval by the City of the City Commitment or (ii) approval by the County of the County Commitment; (x) approval of the LTTE applications filed by Existing URE and New URE; (y) approval of all State of New Jersey incentives being sought by DTCC, including Economic Redevelopment and Growth Grants; and (z) execution of all lease and/or sublease agreements by and between DTCC and owners, tenants and subtenants of the Premises, as applicable, that are necessary for DTCC to occupy the Premises.

(e) The parties acknowledge that all of the costs and expenses related to the efforts undertaken pursuant to this MOU shall be borne by the respective parties and under no circumstance, shall any party be responsible for the fees and expenses of the other party unless determined by subsequent written agreement of the parties. Until such time as binding agreements may be executed by the parties, the parties shall have no obligations to each other, other than as set forth in this MOU.

[SIGNATURES APPEAR ON SUCCEEDING PAGE]

IN WITNESS WHEREOF, we have hereunto set our hand this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

DEPOSITORY TRUST AND CLEARING CORPORATION

By: \_\_\_\_\_

OFFICE OF THE COUNTY EXECUTIVE,  
HUDSON COUNTY

By: \_\_\_\_\_  
Thomas DeGise, County Executive

OFFICE OF THE MAYOR, CITY OF  
JERSEY CITY

By: \_\_\_\_\_  
Jerramiah T. Healy, Mayor

## Attachment A

### Issuer Fees

The Authority's standard fee is 1/8 of 1% of the par amount of bonds issued as an initial fee, and then annually.

Legal fees to Authority's bond counsel is \$45,000 plus \$1.10 a bond, plus hourly fees for disclosure, tax and LFB work (at \$220 for partner, and \$200 for associate).

DTCC reserves the right to seek financing structures and arrangements that would reduce transaction costs.

Attachment B

Rental Payments to New URE

Year 1 -- 649,389  
Year 2 -- 651,687  
Year 3 -- 654,030  
Year 4 -- 656,421  
Year 5 -- 764,423  
Year 6 -- 766,910  
Year 7 -- 769,447  
Year 8 -- 772,034  
Year 9 -- 880,238  
Year 10 -- 882,930  
Year 11 -- 885,676  
Year 12 -- 888,477  
Year 13 -- 996,897  
Year 14 -- 999,811  
Year 15 -- 1,002,784  
Year 16 -- 1,005,815  
Year 17 -- 1,114,472  
Year 18 -- 1,117,626  
Year 19 -- 1,120,843  
Year 20 -- 1,124,125

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 09-871

Agenda No. 10.Z.33

Approved: OCT 14 2009

TITLE:



## RESOLUTION APPOINTING WILLIAM A. GAUGHAN AS COUNCIL PRESIDENT PRO TEM OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY

**COUNCIL** offered and moved adoption of the following Resolution:

**WHEREAS**, pursuant to City Ordinance 09-087 which amends Chapter 3 (Administration of Government) Article II (Council) section 3-4, creating the position of Council President Pro Tem; and

**WHEREAS**, William A. Gaughan of 976 Summit Avenue, is an elected councilperson of the City of Jersey City and possesses the necessary qualifications for this appointment.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that William A. Gaughan is hereby appointed Council President Pro Tem of the Municipal Council of the City of Jersey City pursuant to City Ordinance 09-087.

RB:sjg

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Asst. Corporation Counsel

Certification Required

Not Required

**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 10/14/09                                |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | BRENNAN       | ✓   |     |      |
|                                         |     |     |      | FULOP         | ✓   |     |      | FLOOD         | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA          | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

\_\_\_\_\_  
Peter M. Brennan, President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk