CS1

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS MATTERS PURSUANT TO N.J.S.A. 10:4-12(B)(7) AND THE ATTORNEY-CLIENT PRIVILEGE WITH CORPORATION COUNSEL FOR THE CITY OF HOBOKEN BRIAN ALOIA, ESQ. REGARDING CONTRACT NEGOTIATIONS

WHEREAS, the City Council of the City of Hoboken is authorized to go into closed executive session for the reasons set forth in the Open Public Meetings Act, including without limitation N.J.S.A. 10:4-12(b)(7) and for matters falling within the attorney-client privilege, including contract negotiations; and,

WHEREAS, one of the reasons to go into closed session is to receive advice from legal counsel, Brian Aloia, Esq., Corporation Counsel for the City of Hoboken, which is subject to the attorney-client privilege and which is offered regarding the above-referenced contract negotiations.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Hoboken that it enter into closed session for the herein said purposes; and

BE IT FURTHER RESOLVED that when the need for confidentiality no longer exists the discussion had therein will be made available to the public.

MEETING: October 19, 2016

APPROVED AS TO FORM:

Brian Aloia

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:
OCT 19 2016

James J. Farina

CITY CLERK

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: OCT 19 2016

CITY CLERK

41

INTRODUCED BY:

SECONDED BY:

CITY OF HOBOKEN

~~RESOLUTION~~ NO. _____

RESOLUTION TO AMEND THE CONTRACT WITH STARR WHITEHOUSE FOR PROVISIONS OF DESIGN, PERMITTING AND CONSTRUCTION OVERSIGHT FOR BLOCK 12 TO INCREASE THE CONTRACT AMOUNT BY $13,875.00, FOR A TOTAL NOT TO EXCEED AMOUNT OF $689,667.00

WHEREAS, the City previously awarded and thereafter amended a design, permitting and construction oversight contract to Starr Whitehouse for the Southwest Park (located at Block 12) Design project, for a total actual not to exceed amount of $675,792.00 through December 31, 2016, in accordance with applicable Local Public Contract and Pay to Play laws; and,

WHEREAS, the City now seeks to amend the total contract amount by an additional $13,875.00, in accordance with the attached September 29, 2016 proposal, for a new total contract amount of $689,667.00; and,

WHEREAS, the contractor shall be required to continue to abide by the City and State "Pay-to-Play" laws and all related contract compliance laws.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken as follows:

1) The contract with Starr Whitehouse shall be amended to increase the total contract amount by an additional $13,875.00, for services as described in the attached September 29, 2016 proposal of Starr Whitehouse; and,
2) Aside from the change in contract amount and change in services, the remainder of the terms shall be in accordance with the original agreement and all attachments thereto; and,
3) The Mayor or her designee is hereby authorized to take the necessary steps to enter into an amendment to the contract and any other steps necessary to effectuate this resolution; and,
4) This resolution shall take effect immediately.

Meeting date: October 19, 2016

APPROVED:

STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

~~APPROVED~~ AS TO FORM:

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

Councilperson	Yea	Nay	Abstain/Present	Absent

Peter Cunningham	✓			
Michael DeFusco	✓			
James Doyle	✓			
Tiffanie Fisher	✓			
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
President Jennifer Giattino	✓			

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION TO AMEND THE CONTRACT WITH STARR WHITEHOUSE FOR THE HOBOKEN SOUTHWEST PARK AT BLOCK 12 DESIGN TO INCREASE THE CONTRACT AMOUNT BY $13,875.00, FOR A TOTAL NOT TO EXCEED AMOUNT OF $689,667.00

AMOUNT TO BE CERTIFIED:

$13,875.00

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-715-311

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $13,875.00 is available in the following appropriation: C-04-60-715-311; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: George DeStefano, CFO

Batch Id: GDS Batch Date: 10/17/16 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
C-04-60-715-311 Z-370 CONSTRUCT SOUTHWEST RESIL. PARK	Encumbrance	CFO cert for meeting 10/19/16 Starr Whit	13,875.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	13,875.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	13,875.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	13,875.00
Total:	1	13,875.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	13,875.00

Batch: GDS Updated Entries: 1 Updated Amount: 13,875.00 Ref Num: 4443

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: MAY 18 2016

CITY CLERK

Introduced by: 6
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION TO AMEND THE AWARD OF THE CONTRACT TO STARR WHITEHOUSE FOR THE PROVISIONS OF DESIGN, PERMITTING AND CONSTRUCTION OVERSIGHT FOR BLOCK 12 FOR THE CITY IN ACCORDANCE WITH THE CURRENT CONTRACT, WITH NO CHANGE IN THE EXPIRATION DATE BUT WITH AN INCREASE IN THE AMOUNT NOT TO EXCEED AMOUNT BY $108,600.00, FOR A TOTAL NOT TO EXCEED AMOUNT OF $675,792.00.

WHEREAS, the City previously awarded and thereafter amended a design, permitting and construction oversight contract to Starr Whitehouse for Block 12, for a total actual not to exceed amount of $567,192.00 through December 31, 2015, in accordance with applicable Local Public Contract and Pay to Play laws; and,

WHEREAS, the City now seeks to amend the total contract amount an additional $108,600.00 in accordance with the attached April 22, 2016 proposal, for a new total contract amount of $675,792.00; and,

WHEREAS, the contractor shall be required to continue to abide by the City and State Pay to Play laws and all related contract compliance laws; and,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hoboken as follows:

A. This resolution amends the contract to Starr Whitehouse, for an additional $108,600.00 (for services as described in the attached April 22, 2016 proposal of Starr Whitehouse); and, aside from the change in contract amount and change in services, the remainder of the terms shall be in accordance with the original agreement and all attachments thereto; to the extent that the attached June 24, 2015 proposal seeks to amend any terms other than the contract amount and scope of services, including but not limited to administrative terms, same shall be rejected.

B. The Mayor or her designee is hereby authorized to take the necessary steps to enter into an amendment to the contract, as redefined by this resolution, and any other steps necessary to effectuate this resolution.

C. This resolution shall be posted and published in accordance with all applicable laws, and shall take effect immediately upon passage.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Meeting date: May 18, 2016

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Alysia Picko, Esq.
Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael Defusco	✓			
James Doyle	✓			
Tiffanie Fisher				✓
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
President Jennifer Giattino				

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION TO AMEND THE AWARD OF THE CONTRACT TO STARR WHITEHOUSE FOR THE PROVISIONS OF DESIGN, PERMITTING AND CONSTRUCTION OVERSIGHT FOR BLOCK 12 FOR THE CITY IN ACCORDANCE WITH THE CURRENT CONTRACT, WITH NO CHANGE IN THE EXPIRATION DATE, BUT WITH AN INCREASE IN THE AMOUNT NOT TO EXCEED AMOUNT BY $108,600.00, FOR A TOTAL NOT TO EXCEED AMOUNT OF $675,792.00.

AMOUNT TO BE CERTIFIED:

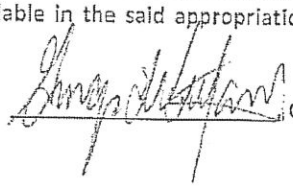
$108,600.00

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-715-311

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $108,600.00 is available in the following appropriation: C-04-60-715-311; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  George DeStefano, CFO

STARR WHITEHOUSE
Landscape Architects
and Planners PLLC

80 Maiden Lane, Suite 1901
New York, New York 10038
212.487.3272, Fax 212.487.3273
www.starrwhitehouse.com

September 29, 2016

Stephen D. Marks, PP, AICP, CFM, LEED GA
Municipal Manager
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Subject: Hoboken Southwest Park Design, Additional Services 8

Dear Mr. Marks,

I am writing to request funding for two items of additional professional services required for the continued construction administration service of Southwest Park:

Underground Storage Tank Field Operations / Removal —
During construction activities on September 01, 2016, an underground storage tank was discovered under the sidewalk bordering Jackson Street. The storage tank is filled with a mixture of oil and water, and will need to be excavated and removed from the site per the attached Statement of Work by Langan Engineering, and applicable municipal permits will be required. The scope of services provided by the project LSRP is included in the attached scope summary by Langan Engineering, with attached table detailing the tasks, associated fees and exclusions.

Total Services by Langan Engineering: $7,175
Coordination/Management by Starr Whitehouse: $700

Redesign at Lot 8 and Lot 10 Property Boundary of Park—

Per our site meeting discussion on September 28, 2016, the City wishes to modify the park design at the property boundary of Lots 8 and 10, to enhance the commercial access between the lots and the surrounding park and streets. We understand that the owners would like to use the area at the existing driveway on Harrison for truck unloading, and will require a concrete driving surface between their lots to transport material on a small forklift truck. We also understand that the owners have been informed of the grading discrepancy between the proposed design and their triangular wedge of property that lies between their lots 8 and 10, and that they have agreed to make their own arrangements to accommodate the grade change so that they can continue to conduct business activities as needed. Lastly, we understand they have requested to have a driveway over the Paterson sidewalk that is oriented in a more northerly direction, rather than perpendicular to sidewalk as designed and approved by Hudson County. We will investigate the feasibility of this change with Hudson County and

check pertinent codes for driveway orientation and proximity to adjacent utilities and roadway intersections.

Total Design Services by Starr Whitehouse: $6,000

The total value of this Additional Services 8 is $13,875. Please let me know if you have questions or need additional information for your review and approval of this request.

Sincerely,

Stephen Whitehouse

Stephen Whitehouse, ASLA, AICP
Partner

Attachment: Langan Engineering proposal (2 pages)

LANGAN ENGINEERING & ENVIRONMENTAL SERVICES
300 Kimball Drive
Parsippany, New Jersey 07054
PHONE (973) 560 4900 FAX (973) 560-4901

CONTRACT CHANGE ORDER FOR ADDITIONAL SERVICES

DATE: 26 September 2016 **REVISED:** ---

CHANGE ORDER NO: 2

CONTRACT: Hoboken SW Block 12 Park

PROJECT NO. 100497601

PROJECT TITLE: Hoboken SW Block 12 Park

ORDER BY: Wendy Andringa

COMPANY: Starr Whitehouse

STATEMENT OF WORK:

On 1 September 2016, during construction activities, an underground storage tank (UST) was encountered on site along the sidewalk bordering Jackson Street. The field observations and historical data review suggest that it was formerly used for heating, likely contained #2 heating oil and is approximately 1,500 – 2,000 gallons in volume.

This Change Order (CO) provides a scope summary and costs for the UST removal management, and includes several distinct tasks including field operations, laboratory services, reporting, and project management. The actual physical field removal operations will be completed by a NJ licensed UST contractor retained by Flannigan. As the aggregate quantity of USTs on this site does not exceed 2,000 gallons, this UST will not be registered with NJDEP by the Licensed Site Remediation Professional (LSRP). However, applicable municipal permits will be required.

Please note that this CO has been generated assuming that no environmental impacts (e.g. soil, groundwater) above the applicable NJDEP media specific standards/criteria are anticipated from the UST. If environmental impacts in excess of the NJDEP media specific standards/criteria are encountered, additional environmental services would be required, and would be addressed as a change condition at additional cost.

The attached ***Table A*** details the tasks and the associated fees.

CHANGE ORDER TOTAL: $ 7,175

LANGAN will proceed with the above described scope of services based on the below authorization. If notified to stop work on these services the client agrees to pay Langan for all work completed up to the stop work notification.

Agreement Authorized By: Wendy Andringa, Starr Whitehouse

for Langan: Leonard D. Savino, P.E.

Table A
Cost Estimate - Change Order #2
Discovered #2 Heating Oil UST
SW Park
Hoboken, NJ
NJDEP SRP PI#: 585028
Langan Project No 100497601

Task	Description	Langan	Subcontractor	Task Subtotal
1,500-2,000 gallon #2 Heating Oil UST				
Task 1 UST Field Operations/Removal				
	Field Operations assume the UST has not spilled/impacted the site			
	Field operations - 1 engineer, 1 day	$1,800		
	Field vehicle, sampling equip, H&S monitoring equip.	$300		
	Soil - Laboratory sample analysis for #2 Heating Oil:		$600	
	Laboratory analysis (EPH Category 1) - 6 samples			
	Soil - Laboratory contingent analysis (estimated allowance):			
	2 samples analyzed for 2-methylenaphthalene, naphthalene		$300	
	Groundwater - Laboratory sample analysis for #2 Heating Oil:			
	1 grab sample analyzed for VOCs and SVOCs		$375	
	Subtotal	$2,100	$1,275	**$3,375**
Task 2 - Reporting				
	Remedial Action Report (RAR) - inclusion in future report			
	the UST removal operations will be integrated into a site wide RAR, which will also include historic fill	$3,000		
	Subtotal	$3,000	$0	**$3,000**
Task 3 - Project Management				
	Engineering services (estimated allowance)	$800		
	Subtotal	$800	$0	**$800**
Project Total	***Total***	***$5,900***	***$1,275***	***$7,175***

Notes

1. No environmental impacts/spills are anticipated
2. If environmental impacts are encountered due to this UST, a change order will be required.
3. No survey operations included
4. Project management will be utilized on an "as needed" basis
5. All field schedules are estimated, and based on environmental contractors schedule and field observations

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 19 2016

CITY CLERK

A2

INTRODUCED BY:
SECONDED BY:

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT TO T&M ASSOCIATES FOR CONSTRUCTION ADMINISTRATION, INSPECTION, AND OBSERVATION SERVICES FOR THE WASHINGTON STREET REDESIGN PROJECT IN THE AMOUNT OF $2,067,840.00 FOR THE LENGTH OF TIME AUTHORIZED AND NECESSARY TO COMPLETE THE CONSTRUCTION PROJECT PURSUANT TO N.J.S.A. 40A:11-15(9)

WHEREAS, the City of Hoboken has a need to obtain an engineering firm to perform construction administration, inspection, and observation services for the Washington Street Redesign Construction Project; and,

WHEREAS, the City sent a Request for Proposals for this professional service to the City's pre-qualified pool of licensed engineers with demonstrated experience in construction administration, which RFP and addendum are attached hereto; and,

WHEREAS, proposals were received from: T&M Associates; Boswell Engineering; Suburban Consulting Engineers; Najarian Associates; and Maser Consulting; and,

WHEREAS, the proposals were reviewed and scored by an evaluation committee; and,

WHEREAS, T&M Associates was ranked highest by two (2) of the three (3) evaluators, and therefore the Administration recommends awarding the contract to T&M Associates in the not to exceed amount of $2,067,840.00 for the length of time authorized and necessary to complete the Washington Street Redesign Construction Project, pursuant to N.J.S.A. 40A:11-15(9).

NOW, THEREFORE, BE IT RESOLVED, that a professional services contract is awarded to T&M Associates for construction administration, inspection, and observation services for the Washington Street Redesign construction project, in the not to exceed amount of $2,067,840.00 for the length of time authorized and necessary to complete the Washington Street Redesign Construction Project.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately, subject to the following conditions:

1. The award of this contract is subject to finalization of the contract terms.
2. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.

3. The Council hereby authorizes the Mayor, or her designee, to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
4. The mayor, or her designee, is hereby authorized to execute an agreement as outlined herein.

Meeting date: October 19, 2016

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

APPROVED:

~~**STEPHEN D. MARKS**~~
~~**BUSINESS ADMINISTRATOR**~~

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

CERTIFICATION OF FUNDS

Patrick Wherry
Municipal Manager

RESOLUTION TITLE:

RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT TO T&M ASSOCIATES FOR CONSTRUCTION ADMINISTRATION, INSPECTION, AND OBSERVATION SERVICES FOR THE WASHINGTON STREET REDESIGN PROJECT IN THE AMOUNT OF $2,067,840.00 FOR THE LENGTH OF TIME AUTHORIZED AND NECESSARY TO COMPLETE THE CONSTRUCTION PROJECT PURSUANT TO N.J.S.A. 40A:11-15(9)

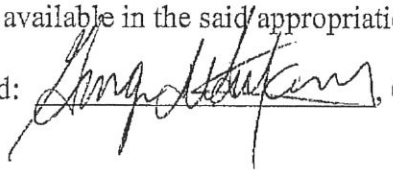
AMOUNT TO BE CERTIFIED:

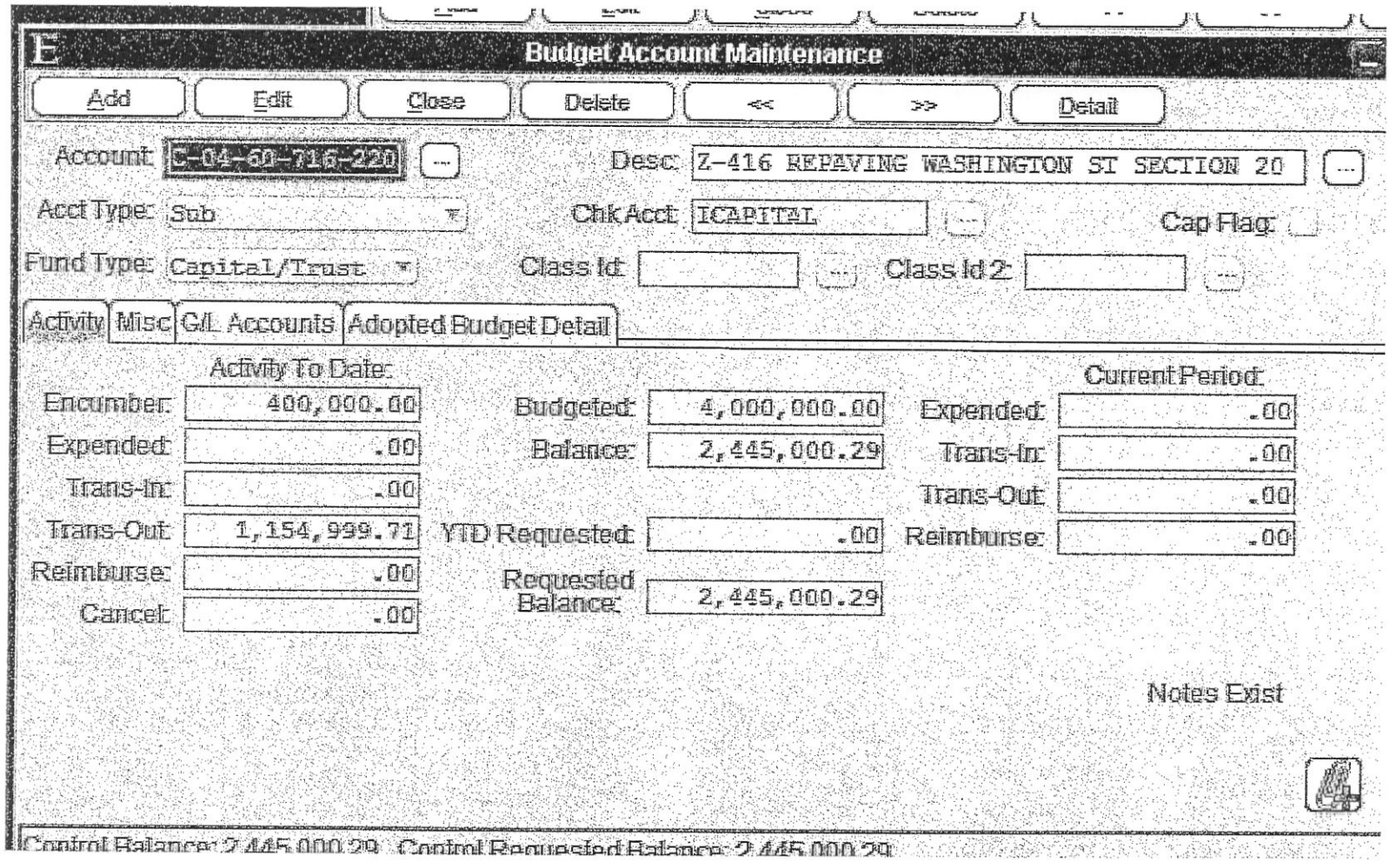
$2,067,840.00

ACCOUNT NUMBER TO CERTIFY FROM:

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $2,067,840.00 is available in the following appropriation: C-04-60-716-220; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  , George DeStefano, CFO


Budget Account Maintenance
Add
Edit
Close
Delete
<<
>>
Detail
Account: C-04-60-716-220
Desc: Z-416 REPAVING WASHINGTON ST SECTION 20
Acct Type: Sub
Chk Acct: ICAPITAL
Cap Flag:
Fund Type: Capital/Trust
Class Id:
Class Id 2:
Activity
Misc
G/L Accounts
Adopted Budget Detail
Activity To Date:
Encumber: 400,000.00
Expended: .00
Trans-In: .00
Trans-Out: 1,154,999.71
Reimburse: .00
Cancel: .00
Budgeted: 4,000,000.00
Balance: 2,445,000.29
YTD Requested: .00
Requested Balance: 2,445,000.29
Current Period:
Expended: .00
Trans-In: .00
Trans-Out: .00
Reimburse: .00
Notes Exist
Control Balance: 2,445,000.29
Control Requested Balance: 2,445,000.29

Batch Id: GDS Batch Date: 10/19/16 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
C-04-60-716-220 Z-416 REPAVING WASHINGTON ST SECTION 20	Encumbrance	cfoc ERT FOR MEETING 10/19/16 T & M	2,067,840.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	2,067,840.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	2,067,840.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	2,067,840.00
Total:	1	2,067,840.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	2,067,840.00

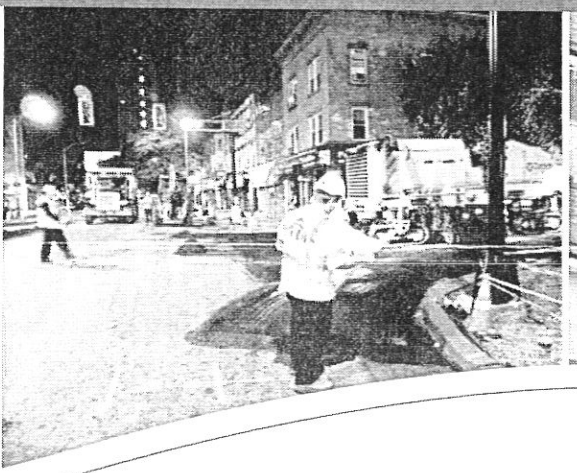
Batch: GDS Updated Entries: 1 Updated Amount: 2,067,840.00 Ref Num: 4457

AUGUST 17, 2016

PROPOSAL FOR

PROFESSIONAL ENGINEERING: Construction Administration, Inspection and Observation Services for the Washington Street Redesign Construction Project

CITY OF HOBOKEN



T&M ASSOCIATES
ELEVEN TINDALL ROAD
MIDDLETOWN, NEW JERSEY 07748
P: 732.671.6400 | TANDMASSOCIATES.COM

YOUR GOALS. OUR MISSION.

HOBKOH-16011

August 17, 2016

Mr. Stephen Marks
Municipal Manager
City of Hoboken
City Hall
94 Washington Street
Hoboken, NJ 07030

Re: Proposal for Proposal for Construction Administration, Inspection and Observation Services for the Washington Street Redesign Project

Dear Mr. Marks:

T&M Associates (T&M) is pleased to submit our proposal to provide professional Construction Administration, Inspection and Observation services for the Washington Street Redesign construction project to the City of Hoboken. We have reviewed the City's Request for Proposal dated July 13, 2016, as well as the Addendum issued on August 4, 2016. Our team is currently finishing up our professional engineering design service contract for this important and exciting project and have a clear understanding of the project's history which no other firm can offer.

We have served the City of Hoboken for over 10 years in varying capacities and provided similar design and construction services to the City on two other projects recently, the First Street Streetscape Revitalization and Wayfinding, and Contract B Roadway Reconstruction. Additionally we are just finishing up construction administration services for the County of Hudson on the Observer Highway and Newark Street Improvement project in Hoboken.

For five decades, we have taken pride in our ability to respond to the challenges facing our public sector clients with effective, innovative and timely solutions. T&M sets itself apart from our competitors by uniting a client-focused approach with broad technical expertise and proactive project management. With a large and diverse staff, T&M is allocating the necessary recourses from our extraordinary talent base to assemble a team to meet the City's project needs. Our team is comprised of construction specialists, resident engineers and field inspectors; professional civil, traffic, structural, electrical and environmental engineers; a Licensed Site Remediation Professional (LSRPs); a landscape architect; grant writers; land surveyors; and support staff. We will utilize our extensive expertise in providing contract management, administration and construction inspection services to successfully implement the complete streets design of this project which includes roadway improvements, water and sewer infrastructure, traffic signals, green infrastructure and electrical conduit.

T&M has worked on numerous state and local aid funded projects through the NJDEP and NJDOT. Our team is intimately familiar with the rigorous paperwork and documentation required to successfully complete this type of project. Specifically, we have planned, managed, designed and constructed over $200 million worth of construction involving the NJDEP's NJEIFP and NJEIT funding program over the past 5 years. Many of these projects have included water main and sewer main replacements, repairs and extensions; pump station replacements and repairs; stormwater and drainage improvements; collection system improvements; and flood hardening.

In order to manage all the critical elements of this project, we have broken our team into three support teams for Construction, Design and Communications, all managed by an overall project manager and on-site resident engineer. **Peter Bondar, PE, CME,** will remain as the **Overall Project Manager** through the completion of Construction. By utilizing his extensive knowledge and history of decisions made during the design and bid phase, he will be able to provide a quick response to questions that may arise in the field during construction. He will oversee the team with the assistance of **Louis Tedesco, PE, CME, CPWM,** who will provide **QA/QC Oversight** of the Construction Field Team. **Joseph Palermo, PE, SAT, CCM, NICET IV,** will be the **Resident Engineer** and on-site main point of contact throughout the duration of the project. He has more than 12 years of experience in the construction management and inspection of roadways, highways and streetscape projects which have involved Intelligent Transportation Systems equipment,

paving, sanitary and stormwater systems, curbing, lighting, traffic signals, sidewalks, ADA compliance, and the maintenance and protection of traffic. **Antonio Cunha, NICET III, SAT, ACI, TCC**, will be the Full-Time **Construction Inspector** who will be monitoring the contractors progress and compliance with the contract drawings and specifications. He has over 11 years of construction inspection and management experience of projects in various municipalities throughout New Jersey and New York including streetscape, sanitary and storm sewer, roadway reconstruction and resurfacing and NJDOT highway projects. This main team will be supported by additional construction field inspectors, designers, and engineers as noted in Section Two - Team Qualifications.

Additionally, to assist the team with historical knowledge of the City and specifically this project, we have enlisted the services of **Jacklyn Flor, PE, PP, CME of ENGenuity Infrastructure LLC**, who will serve as a liaison to help facilitate the fluidity and transparency of communications between Hoboken, the Resident Engineer's office and the Contractor's management team.

Services provided to the City of Hoboken will be provided mainly from our Bloomfield office with support provided from our Middletown and West Long Branch offices.

I am excited about this opportunity to continue our work to support the City of Hoboken and play a critical role in the transformation of Washington Street. If you have any questions, or require additional information, please do not hesitate to contact me at 973.859.5332 or DSwayze@tandmassociates.com.

Very truly yours,

Daniel G. Swayze, PE, CME
Senior Vice President & Regional Operations Manager

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- Schedule

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- Organizational Chart
- Key Team Member Summary & Matrix
- Resumes

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- Experience Summary
- Relevant Projects & References

SECTION FOUR | COST PROPOSAL

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SECTION FIVE | REQUIRED DOCUMENTS

- Statements
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Introduction

The City of Hoboken is a dynamic and vibrant city that has earned itself many awards and accolades for its commitment to public health and safety, promoting local economic success, and environmental protection.

It has amenities such as the historic Washington Street corridor that provides the impetus for such high recognition. In fact, Washington Street was recently named one of the Top 10 Streets in America. It is the intent of the T&M's Team to continuing working closely with the City to elevate Washington Street to the #1 Street in America with the implementation of the design plans T&M has completed for the City. Upon completion of construction, Washington Street will have been elevated from a local treasure to a National Award winning hallmark attraction with enhanced safety for the community and visitors.

What sets T&M apart from other Consultant's, is our ability to leverage the City's investment on Washington Street's design phase of the project, having a clear understanding of the history of the project. The designers who worked on the redesign project are available to assist the construction team at a moment's notice so there are no delays in the field.

T&M brings extensive construction administration and inspection experience in roadway reconstruction, streetscapes, water main replacements, stormwater management, traffic signals, lighting and utilities, along with the management of NJDOT local Aid, NJDEP and NJEIFP/NJEIT grant deliverables and close-out.

Our Goal

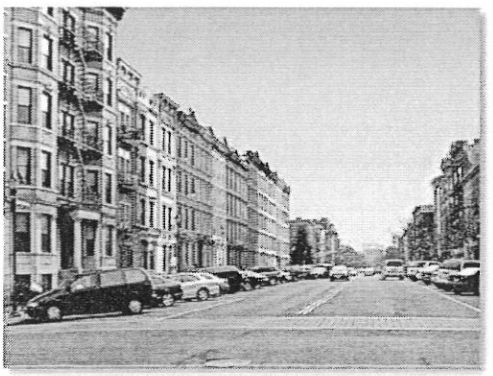
is to provide the City of Hoboken construction administration, observation and monitoring services of this multi-staged construction effort to transform Washington Street as indicated through the planning and design stages. This important rehabilitation project will address outstanding concerns regarding drinking water and water main replacement, drainage improvements, green infrastructure, microgrid infrastructure and pedestrian safety while improving traffic conditions for motorized and non-motorized transportation.

Why T&M?

- ✓ We are knowledgeable with the City's policies and procedures. One of the greatest assets that T&M has found in working with the City is the diverse team of professionals that the City has on staff. They bring a multitude of expertise and knowledge to the process and T&M will act as an extension to their Team.
- ✓ We are well-versed in the procedures and expectations of the grant programs involved with this project and have specialist on staff to manage on-going grant deliverables and close-out requirements for the project. Our team has worked on several large scale construction projects involving all aspects of this project, and has a great working relationship with the funding administrators at NJDEP.
- ✓ The construction team presented provided construction administration and inspection services in Hoboken, on the Observer Highway and Newark Street Improvement project, the First Street Streetscape project, and Contract B Roadway reconstruction project.

Project Understanding

T&M has reviewed the City's July 13, 2016 Request for Proposal as well as the August 4, 2016 Addendum (collectively both documents referred to herein as RFP or Proposal). Through the detailed feasibility study, design, permitting, funding applications and collaboration meetings, we have a detailed and full understanding of the various elements involved in this project. We have visited the project site many times and are knowledgeable of the existing conditions and the City's goals with Washington Street.



T&M has extensive expertise in providing contract management, administration and construction inspection services to successfully implement complete street project designs of this nature which include roadway improvements, water and sewer infrastructure, traffic signals, green infrastructure and electrical conduit. Our role will be to facilitate an open, transparent process that provides the City of Hoboken and all other vested interests with the anticipated vision of a transformed Washington Street.

In order to deliver a successful project to the City, a number of key factors during construction will be necessary to produce the desired outcome. To assist with these activities and based upon her historical knowledge of this project, T&M will enlist the services of Jacklyn Flor, PE, PP, CME of ENGenuity Infrastructure LLC. Assisting as a liaison, she will help facilitate the fluidity and transparency of communications between Hoboken, the Resident Engineer's office and the Contractor's management team to enhance the decision making processes of all parties, effectively providing the affected residents and businesses with current information, and allow an unimpeded construction phase.

Funding

The City has applied to the New Jersey Environmental Infrastructure Financing Program (NJEIT) for a low interest loan to replace the existing drinking water main, water services, fire hydrants, and stormwater drainage improvements consisting of new rain gardens, drainage pipe, drainage inlets and manholes within the sixteen (16) block stretch of Washington Street. Additionally the City has received Local Aid funding from NJDOT to rehabilitate and resurface the roadway, replace all traffic signals, and install bike lanes and sharrows, curb extensions, ADA ramps, high visibility crosswalks, street lighting and signage. We note that at the time we are preparing this proposal, the Local Aid funding from the NJDOT is on hold. These grants necessitate that all work will be subject to review and approval by state and local authorities, and is required to be in compliance with applicable federal guidelines, manuals, procedures, rules and regulations to obtain all appropriate approvals, authorizations and funding reimbursement.

The requirements for overseeing and directing the funding involved are extensive, requiring comprehensive source documentation, certification and onsite testing beyond what has been experienced on more traditional road programs. The funding agencies and their auditors are mandated to ensure the contemporaneous and complete documentation of all aspects of the construction project including wage rates, expenditures and quality of materials, and installation. T&M is highly experienced in such extensive documentation requirements and the scrutiny associated with funding from these agencies.

T&M has significant amount of experience with projects that utilize NEIFP and NJEIT funding through the NJDEP. Over the past 5 years, we have successfully procured, managed and closed-out over $200 million worth of construction projects through these programs, which demonstrate our specialists are thoroughly familiar with the required deliverables of these funding program. This extensive experience with each of these funding resources will be a significant benefit to the City in the execution of the construction of this project. In addition to NJDEP and NJDOT Local Aid assignments, we have completed numerous ARRA, Hurricane Sandy, and other federally-funded projects/programs and are currently working on several others. Having attended various training seminars, coupled with hands-on experience and understanding of the level of documentation required, T&M is able to properly and effectively administer these types of assignments.
We approach each project as if it will receive a 100% audit.

Existing Conditions

Washington Street is one of the main historic and vibrant corridors within the City which brings together residents, business and visitors with shops and restaurants that offer sidewalk seating and nightly entertainment. As such, the demands from an energetic community and thriving business district stresses an aging infrastructure and in recent years, the City has experienced several water main breaks.

The roadway, in its current configuration consists of two lanes of traffic, one in each direction, separated by double yellow striping. Parallel parking exists in both directions between Observer Highway and 8th Street and angled parking in both directions exist between 8th Street and 15th Street. Adding to the volume on Washington Street is the heavily trafficked NJ Transit bus service. Additionally, deliveries, garbage pickup and passenger drop-off operations occur on the street and further constrains the flow of traffic on this busy corridor.

The existing traffic signals at each intersection are not coordinated and severely outdated, leading to inefficient traffic flow along the street. The current configuration of Washington Street provides very limited options for alternate modes of transportation. There are no designated facilities for bicycle use and vehicular traffic experiences constant congestion due to the lack of signal coordination. Above all, Washington Street is one of the most significant pedestrian corridors in the country, therefore pedestrian safety is a paramount issue. Curb ramps are not ADA compliant and the timing of the traffic signal does not allow adequate pedestrian passage through intersections.

The goal of the Washington Street Project is to address all of these items and create a modern, complete street that matches the character and integrity of the City.

Project Purposes, Goals & Objectives

T&M's primary focus will be to facilitate a multi-staged construction effort and deliver a completed section of Washington Street between Observer Highway and 8th Street within 365 days and the entirety of Washington Street from Observer Highway to 15th Street in 550 days. Each milestone as of the Contractor's Notice to Proceed. An outline of our proposed efforts are provided below.

Communication with the community is paramount with this project. As part of the RFP, a detailed communication and social media platform is requested to be part of our daily services to help facilitate consistent communications throughout the full duration. Maintenance and Protection of Traffic (MPT) and working hours will also play a major role in staging of the work by permitting up to three separate work zones at one time. Construction working hours will be extended from 7 AM to 7

PM Monday through Friday and 9 AM to 3 PM on Saturday. Additionally, the City's effort to expedite the construction phase will allow for construction equipment to be stored in the work zone. These communication and MPT components will be vital to the success of all other construction elements and a significant amount of inspection and construction management services will be required to assure contractor compliance and schedule adherence.

Together with the communications program and MPT, a main goal of this project is to seamlessly integrate a new water main through replacement of the aging system and to reinstate all drinking water services on Washington Street with minimal disruptions to end users. This will be accomplished by installing the new water main system with new fire hydrants alongside the existing water main in one City block intervals within the two block active construction zone, and as permitted by the MPT plans. Upon successful test results, the new main will be made live and the old main taken off-line and abandoned in place.

Additionally, another purpose of this project is to reconfigure Washington Street by applying various complete streets design concepts to improve overall mobility and safety. New traffic signals at each intersection will allow better signal synchronization reducing vehicular congestion as well as providing pedestrian countdown signal indications. The modification of signal phasing will provide pedestrians with lead crossing phases so that they may establish themselves within the crosswalks prior to vehicles proceeding through intersections. Curb extensions will reduce the crossing distance for pedestrians and increase visibility of pedestrians by motorists, while incorporating green infrastructure to visually enhance the corridor and simultaneously improve the resiliency of the City. The curb extensions also serve as a form of traffic calming acting to better delineate the travel lanes. Color-coated, textured facilities will be provided for cyclists, heightening awareness for both motorists and cyclists and designating space for each mode. Bus stops will also feature color-coated pavement to mitigate the parking of passenger vehicles in those areas. Parking will be provided on both sides of the street to facilitate parking for vehicles traveling in both directions. Loading zones will be designated in order to provide dedicated space for loading and unloading operations relieving traffic congestion. Upgraded lighting will improve safety and security for all users of Washington Street.

Proposed Improvements

The project limits begin at the southern limit of Washington Street, continuing to the 15th Street intersection at the northernmost end and extend east and west for approximately twenty five (25) feet at each intersecting street in between. Washington Street's appearance will undergo a complete alteration and give a "boulevard" appeal to pedestrians, cyclists and motorists.

Maintenance and Protection of Traffic

During construction, it will be critical for the contractor to maintain pedestrian traffic and two-way vehicular traffic at all times as Washington Street is the City's main commercial corridor and heavily trafficked by NJ Transit buses. Additionally, the Contractor will be required to submit a Material Handling Plan for review by T&M's Licensed Site Remediation Professional (LSRP) for all excavated material on Washington Street. In order to accomplish these tasks, the project has been phased to limit the areas of work as follows:

- A maximum of three (3) work zones can be established at any one time.
- Two (2) block work zones encompassing no more than two (2) intersections will be permitted and work will be limited to one (1) side of the roadway to maintain two (2) way traffic with a minimum of twelve (12) foot wide travel lanes in both directions.

- Each two (2) block work zone will be separated by a minimum of two (2) intersections.
- The work zones will begin at midblock points allowing the operation of existing traffic signals into the working areas and will be complimented by Uniformed Police Traffic Directors and temporary traffic signals to override the signals and alleviate congestion as needed.
- Advance warning signs, portable message signs, work specific signage, cones, drums, ADA compliant pedestrian barricades, temporary striping and portable temporary traffic signals will be utilized to identify, channel and taper the ingress and egress to/from the work zones.
- The traffic signal work, although concurrent with several other activities, has a defined period in which each signal must be completed and fully operational. The first signal must be up and running within five (5) months of the contract start date (Notice to Proceed) and each subsequent signal be operational in three (3) week intervals thereafter.
- Hoboken adopted project specific working hours extending from 7 AM to 7 PM during Monday through Friday 9 AM to 3 PM on Saturday.

The intent of the MPT plan is to maintain vehicular and pedestrian traffic on and off the roadway throughout the duration of construction. However, if it is determined by the Police that the phasing is not functioning as planned and road closures become necessary, a detour plan will be prepared by the contractor and approved by the City before any road closures can be implemented.

Licensed Site Remediation Professional (LSRP)

Following the requirements of the NJDEP's Linear Construction Technical Guidance and the Department's August 15, 2011 proposal to amend its Administrative Requirements for the Remediation of Contaminated Sites ("ARRCS") and Technical Requirements for Site Remediation ("TRSR") rules which contains language relating to linear construction projects, a LSRP is required during construction. The Linear Construction Program (LCP) requirements are triggered by the crossing of one (1) known contaminated site, and by the management of 200 cubic yards or more of contaminated material (i.e. soil, fill, etc), which generally refers to material that is excavated, moved, graded, stockpiled, backfilled or disposed.

The northern and southern extents of the project area lie within areas of regionally mapped historic fill as indicated on the NJDEP's Historic Fill Map - HFM-53 as well as two (2) known contaminated sites and the potential exists that additional contaminated sites along the route. Since this project will entail excavating more than 200 cubic yards of potentially contaminated soil, management of this material will need to be in accordance with the Linear Construction Technical Guidance document. Therefore, the City is required to retain an LSRP to oversee, manage and report on the material management by the Contractor for the duration of the construction. Any importation of fill material for construction work shall be performed in accordance with the NJDEP Fill Material Guidance for SRP Sites April 2015, Version 3.0, and requires pre-approval by the LSRP prior to the fill material being imported to the Site.

Drinking Water Main Replacement

A new 12-inch water main will replace the aging 12-inch water main on the west side of Washington Street along with new fire hydrants and replacement of all service connections up to the curb line. The existing 8-inch water main on the east side of Washington Street has been upgraded throughout recent years, however, several 6-inch sections of water main exist at three (3) locations where past renovations were not performed. These three (3) sections between 4th & 5th Streets, 6th & 7th Streets and 9th & 11th Streets will be upgraded with an 8-inch water main to match the current systems' capacity and complete all 8-inch water main improvements on Washington Street. In

summary and including the water main work, all hydrants and water services on both sides of Washington Street will be replaced.

The construction sequence of water main work will generally occur in six (6) steps and will be staged in one (1) block sections in accordance with the approved Utility and MPT plans. These steps are noted as follows:

1. Installation of insertion valves at each intersecting street will be used to isolate the flow from the east and west and later serve as connection points to replace the cross street main.
2. Installation of the new 12-inch water main running north and south will be installed just west of the existing 12-inch water main, with valves and hydrants as indicated on the plans.
3. Filling, chlorination and bacteria testing/sampling of new water main section will be performed until satisfactory results are achieved.
4. Placing the new water main section in service and switching individual services connections to the buildings from the old water main to new water main section.
5. Installation of the new water mains running east and west will follow the necessary installation of any additional insertion valves.
6. The old water main will be cut, capped and abandoned in place by section once confirmation of all water main interconnections are made and services are complete.

As materials are excavated, it will be manifested and hauled offsite in accordance with the Contractor's approved Material Handling Plan. The work will be limited to the staging areas established at the time of construction and as per the approved MPT plans.

Stormwater Drainage Improvements

The stormwater drainage improvements are mainly comprised of green infrastructure with rain gardens, new drainage structures, pipe, free flowing soils, landscape plantings, runoff storage media and connections to the existing combined sewer system.

A substantial amount of the proposed drainage improvements take place at the intersections of Washington Street with the remainder of work limited to reconstruction of existing drainage structures in the roadway. New inlets and reconstructed manholes will be installed in conjunction with the rain gardens to collect, store, treat and carry water accumulated in each respective drainage area offering a resilient approach to managing wet weather impacts that also provide many community benefits.

Despite the City's use of a combined sewer system, the refurbished stormwater infrastructure utilizing conventional piped drainage and water treatment systems will move urban stormwater away from the built environment before introduction into the discharge main. This green infrastructure element reduces and treats stormwater at its source while delivering environmental, social, and economic benefits. Stormwater runoff carrying trash, bacteria, heavy metals, and other pollutants from the urban landscape will be filtered through the rain gardens to mimic nature and the processes that occur from rain falls in undeveloped areas, creating healthier urban environments. As materials are excavated, it will be manifested and hauled offsite in accordance with the Contractor's approved Material Handling Plan. The work will be limited to the staging areas established at the time of construction and as per the approved MPT plans.

Transportation Improvements

The transportation improvements contain the greatest amount of construction activity on Washington Street and affect the entire project, from new traffic signals at each intersection to curb bump outs and sidewalks, to ADA compliant ramps and painting light poles, to roadway reconstruction/resurfacing and line striping.

- Concurrent with water main and drainage work, the traffic signal conduit and foundations will be installed at each intersection. Upon completed conduit and foundations, traffic signal poles, mast arms, traffic and pedestrian signals and push buttons, controller cabinets will be mounted, components placed and, conductor cables will be pulled as per the design documents and applicable National Electrical Code (NEC).
- The new traffic signals will feature GPS preemption for emergency vehicles and the fire station on Washington Street and the timing directives will be optimized to alleviate peak hour congestion.
- Concrete curb extensions, sidewalk and ADA compliant ramps will be constructed to increase pedestrian safety.
- Existing light poles will be refurbished and relocated as necessary to accommodate the proposed utility, drainage and rain garden work.
- The intersections on Washington Street will incur most of the construction operations and will most likely require full reconstruction. The roadway at each intersection will be excavated to the planned depth, with all historic fill removed from site and manifested in accordance with the Contractor's approved Material Handling Plan. Built out intersections will contain new stone and asphalt base courses and surface wearing course striped with crosswalks.
- The entire roadway is planned to be milled to grade and all utility manholes and castings will be reset or reconstructed to finished grade prior to surface course. A new asphalt surface course will be paved to revised grades and final striping will include crosswalks, stop bars, textured bike lanes, loading zones, parking spaces and all other pavement markings.
- Dedicated bike lanes and parallel parking/loading zones are proposed on Washington Street between Observer Highway to 8th Street while angled parking and shared bike lanes are proposed north of 8th Street to 15th Street.
- All work is limited to the staging established at the time of construction and as per the approved MPT plans.

Micro Grid Alternates

The U.S. Department of Energy Microgrid Exchange Group defines a microgrid as a group of interconnected loads and distributed energy resources within clearly defined electrical boundaries that acts as a single controllable entity with respect to the grid. A microgrid can connect and disconnect from the grid to enable it to operate in both grid-connected or island-mode. The City intends to install only the underground infrastructure (conduit) excluding any electrical components for this system on Washington Street.

As many of the other activities on this project, the microgrid will need to be installed concurrently with other items and the work will be limited to the current staging as per the approved MPT plans. The trench excavation for 6-inch power conduits, 4- inch communications conduits, handholes and manholes will all take place at the same time. All power conduits will be encased in concrete and connected to the manholes located in the roadway. The communications conduits will connect in handholes located in the roadway and be spliced with the existing 3-inch communication conduits

from the traffic signal junction boxes located at each corner on Washington Street. The free running ends of all communication conduits will be capped. As materials are excavated, it will be manifested and hauled offsite in accordance with the Contractor's approved Material Handling Plan. The work will be limited to the staging areas established at the time of construction and as per the approved MPT plans.

Potential Challenges

Listed below are areas of special concern that, in our opinion based upon our experience with these types of projects and as we have learned through the design of the improvements, will receive the highest attention during this project. Next to each challenge, we have provided how we intend to address same.

- Communication | T&M will establish and maintain regular office hours for customer relations to meet with residents, businesses and property owners to answer questions and/or address complaints or problems related to construction. We will also maintain and update a social media and communication plan to keep interested parties informed.
- Coordination | There are many coordination efforts involved with this project that will require close supervision of the Contractor including:
    - Daily and weekly scheduling of police officers with the City's Police Department
    - Daily and weekly scheduling of parking restrictions with the City's Transportation and Parking Department
    - Daily and weekly coordination with NJ Transit
    - Daily coordination with the City, property and business owner for deliveries and garbage collection
    - Utility coordination with Suez Water to operate valves, turn-over accepted water main and flush prior lead services
    - Coordination with North Hudson Sewage Authority for sanitary main and service relocations
    - Coordination and scheduling of PSE&G forces to reset manhole castings and, relocate gas and electrical services and mains as needed
    - Coordination and scheduling of water service interruptions with property and business owners
    - Coordination and scheduling with the City's Fire Marshall and fire suppression subcode official to monitor service switch overs
    - Coordination with the City's road inspectors and scheduling backfill operations and pest control coordination
- DBE Compliance | Review and confirm at the pre-construction conference, that the requirements of the NJDOT, NJEIT and NJDEP have been met and confirmation of the contractor's subcontractors are registered DBE/SBE/ESBE.
- "Buy America" Certifications | Confirm with necessary representatives that the certifications provided by the contractor are acceptable prior to approving any shop drawings or accepting any steel or iron material at the site.
- ADA Compliance | Confirm that each ADA curb ramp and areas of new concrete sidewalk comply with current ADA standards. Sketches of each ramp with corresponding slopes will be maintained as indicted in an as-built drawing for each corner. Our Project Manager will request an acceptable "Technically Infeasible Form" from the NJDOT before the project commences in the cases where ADA compliance cannot be obtained due to existing site conditions.

- Traffic Control | Confirm that traffic control is per plan and setup prior to the completion of each work day. Traffic control and work zone safety is imperative on this project.
- Funding Mechanism Source Documentation | Maintain strict attention to necessary source documentation to comply with NJEIFP, NJDOT, NJDEP, etc. requirements. Failure to comply with source documentation requirements could result in loss of funding and jeopardize loan participation.
- Daily Inspection Documentation and Pay Item Summary | Review weekly with NJDOT and NJEIFP representatives who will have oversight for this project. This will eliminate any delays or reductions reimbursements due to source documentation issues.
- Full-Time Inspection | As required and requested, be onsite whenever any construction work is performed to ensure the work is being performed in accordance with the contract documentations and be able to immediately address any issues that may arise.
- Field Changes | Any work that varies from the plans may need NJDOT and NJDEP approval, including a reason for the change, cost implications and a revised drawing. Our team will document field changes immediately and forward to necessary agencies for approval, if applicable. If a project change order is applicable and necessary, it will be processed once the field orders are approved by the NJDOT and NJDEP.
- Lead Water Services | Coordination with Suez Water and each affected resident and business owner, assisting with the removal of lead contaminants in each water service.
- Water Main Replacement | Due to the age and condition of the City's existing water main, the line will become more susceptible to breaks and ruptures during the construction phase. We will work closely with Suez Water and the contractor to develop methods to limit the potential and develop contingency plans in the event of a break or rupture.
- NJDEP's Linear Construction Program | T&M's LSRP will review the Contractor's material handling plan and monitor the export of all regulated and hazardous materials as encountered.

Construction Management Approach

We have reviewed the City's RFP and agree to provide the services and perform the tasks as set forth therein. Provision of these intended services are completely consistent with our standard approach and protocol for contract administration and inspection services on projects such as this, and has been demonstrated on similar City projects in the past.

While we are not in a contractual position to enforce or assure the contractor's performance, we are acutely aware and understand the City's desire for us to take an aggressive, proactive posture in the implementation of our duties. Accordingly, our approach is to:

- Assign project personnel experienced in the required disciplines (roadways, drainage, structures, traffic signalization, etc.).
- Assign staff that possesses excellent communication and interaction skills.
- Maintain corporate project oversight through the Principal-in-Charge.
- Proactively identify and document any performance shortcomings of the contractor and be persistent and diligent in monitoring and seeking solutions of issues while keeping the City fully informed.
- Document the project schedule, budget and quality performance, within our role and responsibilities, to the extent necessary to support action that may be required by the City relative to the contractor's performance under its contract.

We understand that the City's intent of our services is to act as its eyes and ears on any of the assigned projects and represent the interests of Hoboken.

Our goal is always to:

- **Confirm that the work adheres to plans, specifications, approved submittals, permit conditions and stipulations, rules and regulations;**
- **Communicate actively with the client and all entities associated with the projects; and**
- **Manage budgets through the project completion.**

Whether Manager, Engineer or Inspector, we instill and nurture certain characteristics that we believe are essential to effective performance of their duties and responsibilities.

- Technical Competence | T&M assigns roles to personnel that are competent and have the requisite experience, expertise and training. Most of our inspectors have various certifications including NICET, SAT asphalt technician, Traffic Control Coordinator, ACI technician, NJME Municipal Inspector certification and OSHA safety training.
- Proactive Engagement | Our personnel do not sit back and allow situations to dictate outcomes. Their attitude is to proactively "look down the road," seeing what is ahead to identify and resolve potential issues before they create cost, schedule or quality setbacks.
- Clear Comprehensive Communication | Our Project Managers and Resident Engineers are relentless in keeping all stakeholders fully informed of progress, events and issues. Our Managers and Inspectors are well-versed in effectively and properly communicating with an array of interests and

perspectives. Attentive listening is a characteristic held as important as verbal and written skills. Our personnel recognize the importance of conducting timely progress meetings to efficiently resolve issues and disseminate information. T&M personnel also understand the importance of clear and concise written communications such as progress reports and correspondence. We equip our field personnel with the tools (iPhones, laptops and MiFi) to immediately receive remotely written and verbal information and connect to others as well as our home office files.

- Thorough Documentation | We abide by the premise that if it was not written, it did not occur. Developing thorough, comprehensive and timely documentation is a characteristic of growing importance in this increasingly litigious environment. Our inspectors are drilled on preparation of inspection reports that document the work effort (who, what, when, where and how much) and its acceptability, direction given or received, issues raised and discussed, and any unusual events. Taking daily pictures of what was done, and not done, is equally as important. Our Managers recognize that all decisions, direction, requests, responses, claims and agreements must be documented and that every open-ended letter or email must be responded to. Our Managers know that they must keep minutes of all meetings and understand their record value.
- Performance Assessment | Careful and accurate measurement of each pay item and reviewing the contractor's plan for the upcoming two weeks is important and necessary, but not enough. Insightful assessment of this information as it relates to cost and schedule performance, and implementation of an action plan is a key characteristic of our team. Our Managers and field personnel monitor usage versus total available versus projected total and identify potential savings for re-allocation or deficits requiring supplemental quantity. Our field staff tracks progress against the contractor's two-week look-ahead and monthly updated schedules, and provide their assessment of schedule performance and forecasted completion. Our Managers gather the field data and develop a project performance assessment that identifies critical issues and presents recovery plans, where needed. The Managers then produce their report, gather the appropriate stakeholders, and effect action for recovery.

Scope of Services and Construction Management Plan

The following expands upon our understanding of the scope of services outlined in the RFP, setting forth our approach to providing these services. Complementing our management approach is our Construction Services Division Procedures Manual that provides inspection protocols consistent with requirements of the NJDOT Construction Procedures Manual, which supports NJDEP and NJEIFP requirements. Our Construction Management Plan shall provide the following:

- Project Manager (PM) | A registered Professional Engineer in the State of New Jersey, responsible for overall onsite performance of our staff and monitoring our work product for compliance with associated regulations, procedures and protocols.
- Resident Engineer (RE) | A New Jersey registered Professional Engineer, Certified Construction Manager and NICET IV.
- Construction Inspection (CI) Staff | Our CI team members hold various registrations and certifications from NICET and the State of New Jersey.

Pursuant to the City's RFP, the CI staff is budgeted to be onsite full-time eleven (11) hours per day Monday through Friday and six (6) hours on Saturday for the project duration of 550 calendar days. To accomplish this effort, T&M will call upon their pool of experienced inspectors with the anticipation of utilizing one (1) full-time inspector for the entire duration of the project and one (1) full-time inspector

specializing in water main construction that will be solely dedicated to the water main portion of the project. Our RE shall assist as the Contractor's schedule dictates.

We will also provide a Traffic Engineer to inspect the completed traffic signals and provide check-out and operational verification. Our Traffic Engineer is a New Jersey Professional Engineer and Certified Professional Traffic Operations Engineer.

Also, as requested in the Addendum, LSRP services will be provided to monitor the removal/disposal of all fill in compliance with the requirements in NJDEP's Linear Construction Program.

Project Manager Role

The Project Manager will be responsible for the upper level overview and general oversight of all project elements including the following responsibilities:

- Monitoring of paperwork, project costs, project schedule and project questions.
- Oversight and monitoring of the daily performance and construction administration of the RE and CI Staff. The PM will draw upon his construction experience to choose key points throughout the project to stay abreast of the physical work and conduct QA/QC audits of the inspection effort.
- Monitoring of the day-to-day project operations with special emphasis on traffic control, work zone safety and general project safety issues.
- Creating and maintaining an organized, easily retrievable project file.
- Overall coordination of project efforts and the accountability and transparency required by NJDOT and NJDEP projects. The PM will monitor the daily source documentation (inspection reports, quantity summary book, project schedule) generated by the RE and CI Staff, make comments and provide feedback for document completeness.
- Provide input if field issues arise and provide "work-arounds" which may be required to keep the project moving forward.
- Continually monitor the acquisition and processing of required documentation. This effort includes compliance with DBE requirements, weekly wage rate inspections, confirmation of certified payrolls and contractor EEO portal entries.
- As the project draws to a close, the PM will review the final as-built plans and provide the final signed and sealed project certification upon completion and closeout of the project.

Resident Engineer Role

The Resident Engineer has day-to-day responsibility for T&M's onsite performance, administration and implementation of the inspection plan. The following is included in the RE roles and responsibilities:

- Coordination of planned work activity and events with the contractors, the City of Hoboken, Hudson County, NJDOT, NJDEP and affected utilities.
- Maintain close communications with the design staff and PM to provide "work-arounds" which may be required to keep the project moving forward.
- Oversee the field inspection effort and as governed by the nature of the project, key events, phases and project evolutions, he will assist the CI Staff providing additional field inspection support.

- All formal correspondence to/from the contractor and all other parties.
- Review documentation of the construction management/engineering inspection effort.
- Confirm that material certificates (Buy America) have been received and are correct.
- As design clarification issues or unforeseen field conditions arise, coordinate with our PM and the design engineer, as appropriate, to respond to Requests for Information (RFIs).
- Determine conditions, limitations, etc., of permits required for the project and observe if they are being met.
- Actively monitor the status of the utility relocations and report the progress of relocations to the City, as well as any potential conflicts that may delay the relocation effort.
- Coordinate lane closings and traffic pattern changes requested by the contractor. The CI staff, who hold a Traffic Control Coordinator (TCC) certification, and the RE will observe in the course of their daily routines if the contractor is implementing and maintaining traffic safety measures required by the contract and approved MPT plans. They will also check that two-way traffic is flowing and that entry into parking lots, residences, and businesses is provided.
- Confirm that all management, construction, inspections, analyses, testing and reporting are being conducted in accordance with current standard industry manuals and guidelines, including but not limited to:
    - AWWA;
    - NJDOT Standard Specifications;
    - NJDOT Roadway Design Manual;
    - NJDOT Bridge Design Manual;
    - Manual on Uniform Traffic Control Devices for Street and Highways;
    - TRB's Highway Capacity Manual;
    - AASHTO's A Policy on Geometric Design of Highways and Streets;
    - Institute of Transportation Engineers;
    - National Environmental Policy Act;
    - National Historic Preservation Act;
    - NJDEP, NJEIFP and all other NJDOT and/or FHWA manuals, guidelines and procedures, and all applicable Federal guidelines and the NJDOT Procedures Manual.
- The RE will also prepare and submit all NJDEP, NEIFP, and NJDOT inspection and labor reports in accordance with the requirements of each agency. The RE will prepare and maintain all necessary reports, forms, documents and certifications required per the contract documents and in accordance with NJDOT, NJDEP and State procedures. This work will also include obtaining all required documents and reports from the contractor in a timely manner.

Construction Inspection Staff Role

The CI staff, including a certified NICET IV road and bridge inspector, will observe the construction activity, including performing and documenting material and installation inspections, to determine if the work is constructed in general conformance with the contract plans, specifications and approved submittals. The following is included in the CI roles and responsibilities:

- Notify the contractor in writing, with a copy to the City, of any unacceptable work or material, track the discrepant condition and inspect the work until it is corrected. If not addressed promptly by the contractor, the CI will channel his concern through the RE for follow-up action.
- Assist in checking the contractor's construction layout, even though the actual layout will be performed by the contractor's licensed land surveyor.
- As construction proceeds, the CI/RE will keep a separate set of plans red-lined with as-built data for incorporation via AUTOCAD into the original files provided by the City.

The CI's role in the construction effort is geared to proactively interface with the contractor's site supervisor, prior to initiation of a specific work activity, to understand the means and methods in an attempt to avoid errors and rework. Open communications with the contractor is of paramount importance.

Licensed Site Remediation Professional (LSRP) Role

The LSRP is licensed with the state of New Jersey to oversee environmental projects and render judgement regarding whether the project has been performed in accordance with the NJDEP, Linear Construction Program regulations and guidance. This project will be performed in accordance with the Linear Construction Technical Guidance, NJDEP Fill Material Guidance for SRP Sites and the Technical Requirements for Site Remediation.

- Submit the Linear Construction Initial Notification to the NJDEP 45-days prior to the initiation of construction for site with known or suspected contamination.
- T&M has performed a preliminary review of the known contaminated sites along Washington Street, the information is used by the LSRP during the review of the Contractors Waste Characterization Sampling Plan.
- Review all analytical data derived from Contractor sampling and review potential soil disposal facilities proposed in the Materials Management Plan to ensure compliance with disposal regulations. Additionally, the LSRP will review Contractor documentation and potential analytical data from proposed imported fill material facilities.
- Upon approval of the Materials Management Plan and initiation of invasive construction activities, the LSRP or environmental professional assigned to the project will make 75-weekly site inspections to witness that the Material Management Plan is being properly implemented, all off–Site disposal activities are properly manifested and that imported materials are provided in accordance with the Fill Material Guidance.
- During construction the LSRP will consult with the PM, RE and CI Staff regarding construction progress, if additional environmental issues arise during construction the LSRP will be available to ensure that the project proceeds expeditiously while all tasks are performed properly and in accordance with the applicable regulations.
- If contamination is encountered during construction the LSRP will attempt to determine if it is related to a discharge known to the NJDEP or if it is an unreported discharge. If the NJDEP does not have record of a release at that location, the LSRP will work with the City to properly report the discharge and fulfill their legal notification responsibilities.
- Upon completion of construction activities, the LSRP has 180 days to review, compile and document all disposal information and imported fill material documentation. This information is summarized in a Final Close-out Report and submitted to the NJDEP along with the Linear Construction Project Notification and Final Report Form.

Project Coordination During Construction

Due to the nature and location of this project, it will be critical for the RE to contact and coordinate the proposed construction efforts with various agencies and interested parties, including:

- City of Hoboken;
- County of Hudson;
- NJDEP;
- NJDOT;
- NJ Transit;
- PSE&G;
- Verizon;
- Suez Water;
- Cablevision;
- North Hudson Sewerage Authority;
- the successful bidder and all of their subcontractors, and
- any other affected entity.

All tasks and phases will be inspected and supervised for compliance with contract documents and to maintain progress and schedule. Utility work including relocations, new installations, and service shutdowns, will be coordinated and inspected to ensure compliance with the City's requirements, plans and specifications. Notifications of noncompliance and violations will be documented in writing with proper action for rectification.

Through our extensive experience in urban areas, we are cognizant of the fact that communication with the City, business owners, residents traffic control is a major component that will have a direct impact on the success of the project. As such, T&M will monitor and direct the contractor to adhere to the construction staging and traffic control plans to maintain vehicular and pedestrian traffic access at all times on Washington Street and communicate with residents, local businesses and property owners to facilitate and effectuate the smooth and efficient continuation of deliveries and garbage pick-up on blocks immediately affected by construction operations. We will work closely with the Hoboken Police Department to make any necessary modifications to improve the flow of traffic in the proposed work zones. The RE will review and approve traffic control/protection procedures and coordinate lane closing and traffic change requests from the contractor. The RE will report any changes to the proposed temporary traffic patterns by the contractor to all affected residents, business owners, the City, Hudson County, Police/Fire/EMT Departments and any other affected entity prior to the any approval and implementation of any proposed changes.

Design Support During Construction

Submittals

Included in the project schedule is the contractor's submittal schedule from which the RE will develop a tracking log and monitor the submission of shop drawings and submittal documents. On an ongoing basis, the RE will compare the contractor's work schedule with the submittal log to determine if all required submittals have been approved and advise the contractor of pending or overdue submissions. The RE will review all submittals, including SA-11 forms, and shop drawings, for form and completeness and coordinate their distribution to the design team for review and approval. The PM and RE will update the submittal log at each step of the submittal process.

Issues/Design Changes

Test pitting will be one of the first activities to be accomplished in addition to verifying pole, control and junction box locations and conduit routing. Utility relocations often drive the project schedule due to late identification and utility response time. Early identification of interference issues improves the chances of finding less costly and/or timelier work-arounds.

As design clarification issues or unforeseen field conditions arise, the RE will coordinate with the design engineer to respond to Requests for Information (RFI). The RE will coordinate with the contractor in the excavation of test pits and take measurements to determine the extent of utility interferences and participate in their resolution.

Meetings

The following meetings are included in our Scope of Services:

Preconstruction

- Prior to the start of any site activity, the PM and RE will conduct a pre-construction meeting in accordance with local, NJDOT, NJDEP and NJEIFP requirements.
- All stakeholders of the project team will be invited to attend this kick-off meeting including City personnel involved in day-to-day operations that interface with the work; The City of Hoboken and County representatives, NJ Transit representatives, NJDOT (Local Aid and Office of Federal Compliance), contractor office and site personnel; utility representatives; police, and our construction team.
- At this meeting, among other topics, there will be an exchange of mobile telephone numbers and emergency contacts, requirements, needs and protocols necessary for an efficiently managed project.
- Documentation requirements, such as certified payrolls, monthly manpower reports, Buy America certifications, certificates of compliance, mill test reports, etc., will be discussed and their importance underscored.
- The PM will prepare minutes of this meeting, capturing salient points and information, and transmit them to the project participants.
- Upon confirmation that all preconditions have been met and at the concurrence of the City, the PM will issue a Notice to Proceed to the contractor.
- Immediately prior to the start of construction activity, the PM will formally notify the City.

The RE will oversee the mobilization process to assess if agreements reached are met and the contract requirements are being followed. In addition to any pre-construction photography required of the contractor; the RE/CI will also photograph the construction site and surrounding area to produce a baseline photographic record of the pre-construction conditions.

Progress Meetings

- The RE will conduct weekly construction meetings as needed and regular bi-weekly job meetings with the contractor, subcontractor(s) and City to discuss performance to-date, any design and contract issues, environmental protection and restoration measures, submittal status, upcoming tasks and implementation plans and overall coordination of on-site activity.
- The RE formalizes and distributes minutes of all meetings.

- The RE will also provide the City with meeting minutes to memorialize the current status of issues and job progress.
- As the RE deems necessary, he will organize and conduct utility coordination meetings to determine that utility issues have been identified, action responsibility assigned and date for resolution determined and tracked.

Regular Office Hours

- The RE will establish regular office hours and allocate time for customer relations to meet with residents, businesses and property owners to answer questions and/or address complaints or problems related to construction.

Documentation

An immediate priority of the PM and RE is setting up project files. The field office file, located in Hoboken, as procured through the contract will contain the project master file including:

- Correspondence in/out
- Meeting minutes
- Pay certifications
- Change orders
- Schedules
- Submittal log, submittal transmittals, all submittal packages (approved, not approved and superseded)
- SA-11s
- Material certification of compliance
- Buy America certifications
- Wage rate interviews
- Punchlists
- Inspection reports and closeout documents

All T&M personnel assigned to the project will have a laptop computer that is integrated into our entire home office system. This provides our staff, when out of the office, remote access to all electronic files.

The CI staff will maintain a daily journal/diary, contemporaneously recording, among many things, events, issues, observations and decisions of the day. The CI staff will also generate an inspection report each day onsite which shall generally include:

- A record of atmospheric conditions
- Location and description of the work observed and its acceptability
- General completion status of the project
- Numbers and classification of each contractor's work force onsite
- Equipment used
- Visitors
- Recording of technical data such as subgrade material and depth or invert elevations
- Material tests conducted
- Verbal interpretations and instructions given to the contractor
- Notation of any issues or quality concerns

Inspection reports will be sent to the City immediately upon the RE's review and approval. The CI will keep a digital photographic record of the work effort as it progresses. The CI staff will also maintain a

quantity tracking log wherein daily measurements are recorded (and calculation sketches attached), and payment certificate quantities identified and cumulative installation quantities noted along with bid quantities.

The PM and RE will be prepared for auditors to examine the project file to determine that contemporaneous documentation, such as inspection reports, quantity log books, material submittals and certifications, material testing records, labor interview forms, manpower status reports, are being generated and are complete. Concrete cylinders are to be prepared, as needed, and testing coordinated with a certified testing lab. Scheduling of testing personnel for batch plant (concrete and asphalt) and site testing (DGA gradation, topsoil, and asphalt pavement) and review lab reports for compliance is required. Test reports are to be current with testing activity and maintained in a retrievable file. Certificates of conformance are to be submitted, reviewed and retrievably filed for those materials used onsite that require such. The CI will perform and document, on a sampling basis, interviews of project workers to determine compliance with the contractor's staffing reports and payroll, per the Davis-Bacon Act.

Cost & Schedule

The PM will monitor overall performance against the baseline schedule and contracted costs, while the RE monitors weekly performance. In a proactive manner, the PM and RE will work together with the contractor and City to develop work-arounds and alternative measures to overcome schedule and/or cost challenges. They will develop and maintain a Potential Change Order log, quantifying any potential extra costs to the project to include the following:

Schedule

- Upon contract award, the PM will immediately request the contractor to prepare and submit their proposed baseline project schedule, integrated with material procurement activities.
- The PM, RE and CI will review the proposed baseline project schedule with the RE, discuss the logistics of the contractor's plans, the reasonableness of the durations, offer any suggestions as appropriate and reach consensus with the contractor.
- Once finalized, the PM will recommend acceptance by the City.

Payments

- Maintain an installed quantity log in which records field-measured quantity of materials installed daily and cumulatively for each pay item.
- Compare requested pay items for concurrence with field measurements taken during the month and reconcile any differences with the contractor.
- Monthly contractor payment requisitions will be initially prepared by the RE, signed by the contractor and certified by the PM for presentation to the City recommending payment.
- Schedule the requisition process to conform to the City's processing cycle.
- T&M's payment requisition process is in an electronic (Excel-based) format and provided to the City monthly.

Change Order/Claims

- Administer change order control and claim management
- Evaluate change order requests initially by the RE and CI, who will resolve and come to agreement with the contractor as to cost and schedule impact.
- Upon review and agreement, the PM will prepare a complete change order package (including all additional costs and fees requested and recommendations) and submit it to the City for their approval.

- Upon return, the PM will produce and transmit the change order document to the contractor for execution. Similarly, any claims generated on the project will be received and evaluated by the PM, with support of the RE and CI.
- The PM will submit our recommendation to the City for action and follow-up direction.

The contractor will be required to provide a weekly two-week look-ahead schedule showing in detail the work expected to be accomplished that week and the week following. These schedules will be used by the RE and CI to monitor and report on daily progress. As a condition of monthly payment release, the contractor will provide an updated project schedule which will be reviewed by the PM and RE against the baseline project schedule. This information will be discussed and action items reviewed/developed at the next bi-weekly meeting.

Testing

The RE will work with the contractor in coordinating offsite materials testing to be conducted by the contractor's independent testing lab. The RE will coordinate with the independent testing laboratory for materials to be tested as set forth in the specifications. The RE will review the laboratory's testing reports for form and technical content to check if the materials meet contract requirements. Prior to installation, the RI will receive and review for conformance Certificates of Compliance for manufactured materials.

Traffic signal conduit and foundations will be installed along the curb line of the roadway and at each intersection. Upon completed conduit and foundations, traffic signal poles, mast arms, traffic and pedestrian signals, push buttons and controller cabinets will be mounted, components placed and, conductor cables will be pulled as per the design documents and applicable National Electrical Code (NEC). Controller turn-on will mark the completion of each signal and consist of a series of testing witnessed by the manufacturer, the City and T&M.

Resident Complaints/Public Relations

Through our extensive experience in urban areas, we are equipped to work diplomatically with diverse communities while being sensitive to the many different agendas. Public concerns that may arise during the construction phase will be addressed initially and immediately by the RE. Any complaints will be documented and logged. If the issue cannot be resolved by the RE in the field, it will be referred to the PM for further action, possibly with the support of the City. Our professionals are experienced in these issues and coordinate very closely with local officials, the contractor, adjoining landowners, governmental agencies and the traveling public.

Newsletter, Website and Social Media

T&M understands the importance of communication during construction with all those that will be affected by the reconstruction of Washington Street. Having both employees who live and have lived in Hoboken as well having prepared the design documents for Washington Street, we understand the various elements and potential challenges a project of this magnitude may encounter. In order to keep all parties aware of how a project could potentially affect their daily routine, a coordinated effort must be made and details of the construction schedule must be clearly communicated.

Working closely with the Project Manager and Resident Engineer, T&M's Information Technology, Marketing and Communications groups will provide a digital communications program to assist with the dissemination of construction activity information to the public. All information posted will strictly pertain to the construction activities only and will not be used for any commercial and/or political purposes.

Our communications program includes the following:

A webpage will be established, developed and hosted to provide on-going details about the progress of construction. It will include a two-week proposed outlook of all anticipated construction activity, indicated the scheduled day(s) of the activity and where it is in the bounds of the project. Postings will also discuss any changes to garbage/recycling pickup, mass transit pickup/drop-off locations, lane closures, parking, water disruptions, and anything else that arises which the public needs to be aware of. Updates will be made weekly to the site, unless changes in the schedule occur due to weather or unforeseen conditions in the field, and information must be released prior to the weekly update. We suggest the City has a link directly from the City's website to assist residents, business owners and commuters to easily find it.

As part of the webpage, an email account will be set up for residents and business owners to send questions pertaining to construction activity. Responses will be generated and responded to within forty (48) hours or less. If a response to a question is applicable to the general public, a notice will be posted via social media platforms.

Electronic newsletters will be produced bi-weekly and also include a two-week outlook of construction activities. The newsletter will be hosted on the project site webpage and a link will be provided to the City's Public Relations Department which then can be sent out in a Nixle alert with a link for residents to view. It can also be developed in a format which can be emailed if resident's emails are supplied by the City or if they sign up individually via the project site webpage.

Social Media platforms (Facebook, Twitter, etc.) An account page for the Washington Street Redesign project will be set up on each platform to help distribute construction activity alerts. The general public will have the ability to follow the various platforms and receive updates on a regular basis. We anticipate updates via these outlets will be posted as necessary, up to three (3) times weekly, dependent upon the type of construction activity which is taking place.

Once the project begins, we will create a "draft" of our webpage, newsletter and social media platforms to present to the City for review and comment. We anticipate a joint meeting with necessary City personnel to refine our approach and make sure we are in agreement with the City's communication goals / protocol for communicating with its residents and businesses.

Our team will prepare drafts of any critical announcements to the City's Public Relations key contact prior to the dissemination of information. Due to the nature of the announcement, we request the City's Public Relations key contact respond by noon the following day so the announcement to the public is not delayed. All routine weekly postings and pre-determined scheduled construction activity discussed and approved at the weekly construction meetings will be considered approved and drafts of these announcements will not be sent to the City's Public Relations key contact prior to the release of information.

The above communications program scope of services includes a text-heavy content approach with the use of minimal graphic representations/materials.

Project Close-Out

While successful execution of the construction work to reach substantial completion is obviously important, an assignment cannot be considered successful until:

- All work is complete in accordance with the contract documents;
- Is properly documented; and
- All closeout documents are executed.

Immediately prior to paving Washington Street, the RE and CI staff will perform a detailed walk through of the project and prepare a preliminary punchlist in an effort to correct the deficient items as soon as practicable. The RE will conduct a final inspection of the work with the City and other authorities, as appropriate. The RE will issue a final punchlist to the contractor. The CI staff will monitor the open items until all items are completed satisfactorily, and the PM will notify the City when the project is substantially complete. When appropriate, the PM will:

- Notify the NJDOT, NJDEP and NJEIFP of project completion
- Coordinate the final inspections of the project with the funding agencies
- Provide required test reports
- Coordinate execution of closeout documents
- Prepare a Final Change Order and certifications for the City's execution.

The RE and available CI staff will monitor and interact with the contractor to encourage prompt conclusion of the contractor's demobilization and final site cleanup effort, including restoration. Meanwhile, the RE will assist the PM in administering the contract closeout process, including:

- Final change order and payment certificate preparation
- Execution of any affidavits
- Release of liens
- Receipt of maintenance bond, warranties/guarantees, and other technical data, as required.

Through the use of our AUTOCAD files, the PM will electronically add as-built information and transmit the as-built drawing file to the City. At the appropriate time and at the direction of the City, the PM will issue a project completion certification. The PM will also prepare for a final NJDOT, NJDEP/NJEIFP audit by ensuring that inspection reports and material tests are complete, as-built quantities are known and supported, and SA-11, DC-126, DC-127, FA-7 and CC-257R forms are up to date and filed.

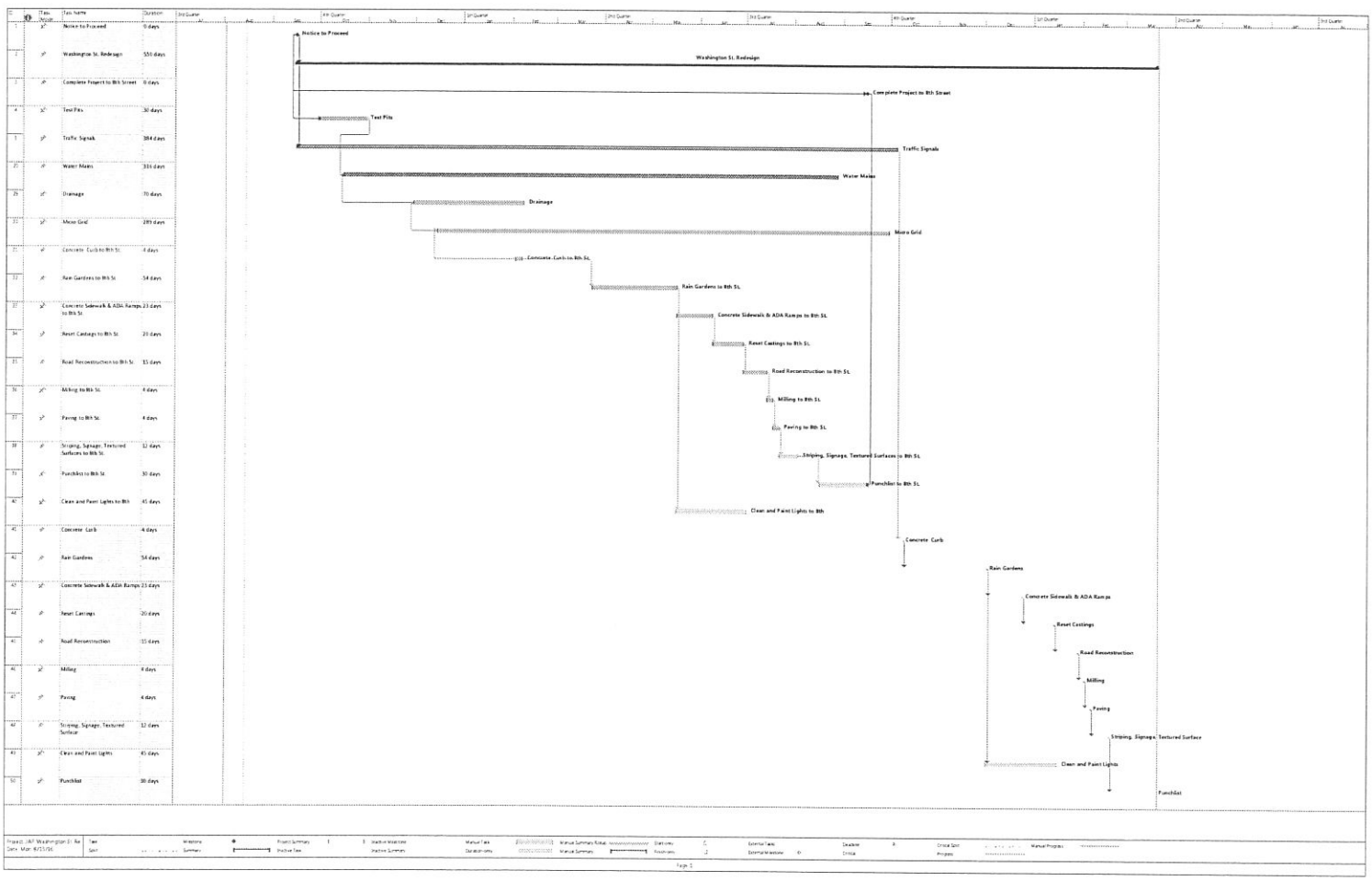
Schedule

The City of Hoboken has issued bid documents that set forth a performance period for the completion of the proposed work. Subsequent to the contracts being fully executed (effectively, the Notice to Proceed), the contractor must be substantially completed with the work within 550 calendar days (about eighteen (18) months) with the portion of Washington Street between Observer Highway and 8th Street attaining 100% completion in the first 365 days.

Our experienced staff have reviewed the proposed work and upon our analysis of the documents and applying our extensive experience on similar projects, we developed a suggested construction schedule. Our analysis produced a construction schedule that estimates project substantial completion to occur within seventy eight (78) weeks from the Notice to Proceed. Key to our analysis is the following assumptions:

- Onsite work will commence after October 1, 2016 and no abnormal weather delays will be encountered during the ensuing seventy six (76) weeks of construction;
- Traffic signal equipment will be ordered immediately upon timely submission;
- Review and approval of traffic signal equipment shop drawings with the actual signal components being delivered to site within eight (8) to twelve (12) weeks of the contractor's order submission;
- Utility conflicts are promptly coordinated and mitigated; and
- The water main does not generate delays as a result of its' existing condition.

The bar chart schedule of the proposed project construction resulting from our review and analysis follows in this section.


Notice to Proceed
Washington St. Redesign
Complete Project to 8th Street
Test Pits
Traffic Signals
Water Mains
Drainage
Storm Grid
Concrete Curb to 8th St.
Rain Gardens to 8th St.
Concrete Sidewalk & ADA Ramps to 8th St.
Reset Castings to 8th St.
Road Reconstruction to 8th St.
Milling to 8th St.
Paving to 8th St.
Striping, Signage, Textured Surfaces to 8th St.
Punchlist to 8th St.
Clean and Paint Lights to 8th
Concrete Curb
Rain Gardens
Concrete Sidewalk & ADA Ramps
Reset Castings
Road Reconstruction
Milling
Paving
Striping, Signage, Textured Surface
Clean and Paint Lights
Punchlist

Key Contact & Office Locations

The **Principal Contact** for the City of Hoboken is **Daniel Swayze, PE, CME.** He will be responsible to lead the team and dedicate the necessary resources to the City of Hoboken to successfully implement the construction of Washington Street. He is a seasoned engineering professional with the requisite abilities, collaborative attitude, and diplomatic presence. Mr. Swayze is respected by his clients for his commitment to their goals and his communication skills, which will be an asset to leadership providing overall project oversight and confirm Hoboken's goals are met during the project. He works out of the Bloomfield office and can be reached by phone at 973.859.5332 or via email at DSwayze@tandmassociates.com.

Peter Bondar, PE, CME, will be the **Overall Project Manager** for this project. Mr. Bondar brings extensive knowledge of the project having served as the Project Manager through the design and bid phases of project. Mr. Bondar has 16 years of experience in municipal engineering including the design of various capital improvement projects, roadway improvements, drainage and utility for site developments; utility relocation plans; water distribution and sanitary sewer collection systems; streetscape projects and construction administration and inspection. He is currently providing Project Management services for the design of Washington Street, First Street Streetscape and Wayfinding project and Firehouse Parking Lot Resurfacing projects for the City. He can be reached at our Bloomfield office and can be reached by phone at 908.217.2471 or via email at PBondar@tandmassociates.com.

Joseph Palermo, PE, CCM, NICET IV, will be the on-site **Resident Engineer.** He has more than 12 years of experience in the construction management and inspection of highways, roads, bridges, streetscapes and park projects. Mr. Palermo's responsibilities have also entailed contract administration, payment preparation and change order negotiations. He has worked on projects that involved Intelligent Transportation Systems (ITS) including surveillance cameras, and traffic signal systems, water main construction, drainage construction, landscape and green infrastructure construction including rain gardens, sanitary sewer construction, roadway reconstruction and resurfacing, ,highway support structures and monopoles with mounted ITS equipment, highway mainline paving and widening improvements, curbing, decorative street lighting, sidewalks, ADA compliance, maintenance and protection of traffic (MPT). He will work out of the on-site office and can be reached by phone at 732.239.2592 or via email at JPalermo@tandmassociates.com.

T&M is headquartered in Middletown, New Jersey with additional offices in Bloomfield, Englewood, Toms River, West Long Branch and Moorestown. Services for this project will be provided from the on-site office location provided by the contractor, and our Bloomfield and Middletown offices. Additional support, if needed, can be called upon from any of our additional 13 offices located in Pennsylvania, Ohio, Michigan, Indiana, Kentucky, Delaware or Massachusetts. Below are the addresses of our New Jersey based offices. Below are the addresses of our New Jersey offices.

Offices providing services to the City of Hoboken:

11 Tindall Road
Middletown, NJ 07748
P: 732.671.6400
F: 732.671.7365

1455 Broad Street, Suite 250
Bloomfield, NJ 07003
P: 973.614.0005
F: 973.338.5867

Additional New Jersey Support Offices:

9 East Street
Englewood, NJ 07631
P: 201.569.7590
F: 201.569.5132

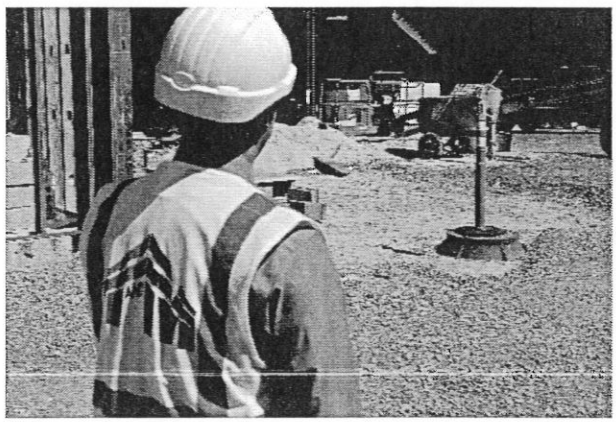
40 Monmouth Park Highway, Suite 2
West Long Branch, NJ 07764
P: 732.676.4000
F: 732.272.1890

9 Grand Avenue, Building 1, Toms River, NJ 08753
P: 732.473.3400
F: 732.473.3408

1256 North Church Street,
Moorestown, NJ 08057
P: 856.722.6700
F: 856.722.0175

T&M Overview & Services

T&M Associates (T&M) has long been recognized as one of the East Coast's leading firms offering a broad range of technical consulting, environmental, engineering and construction management and inspection services to meet the needs of a diverse mix of clients. T&M's unwavering focus on developing a deep understanding of our clients' needs and our ability to provide expert technical resources to support project success is demonstrated by our high incidence of repeat work in both the private and public sectors. This history of successful project delivery has garnered both local and national recognition, including ranking on the Zweig Group's Hot Firms List, which recognizes the 100 Fastest Growing A/E/CM Firms in the United States and Canada.



Our Construction Management and Inspection practice is built around the concept of owner representation, providing our clients with peace of mind as we act as an extension of their staff and manage their capital improvement projects with an "all-in" commitment to achieving their goals and objectives. This allows our clients to maintain focus on their day-to-day operations with minimal requirements for direct involvement in the design and construction process. This approach includes an initial effort through which T&M gains a thorough understanding of the project, the client, and the specific needs to be addressed. With this understanding, T&M's project team will then lead the construction effort on the client's behalf, maintaining sufficient communication and contact to satisfy the client's needs, and managing the project operations such that our client can maintain optimal knowledge, understanding, and influence within the project team without dedicating an excessive quantity of its valuable resources towards project management. This approach has resulted in consistent success for T&M as a company for many decades.

T&M is different from other firms because we treat our public clients' businesses as our own. Since our founding in 1966, T&M has taken pride in our ability to envision, plan and implement solutions for a broad range of projects that have helped shape communities, improve a wide range of infrastructure and preserve natural environments. As a result, municipalities, counties, state agencies and authorities have come to depend on T&M for our ability to find effective solutions that exceed expectations.

With nearly 400 employees company-wide, 285 of them working out of six New Jersey office locations, T&M has an extraordinary talent base from which to choose when assembling a team to respond quickly to our clients' individual needs. We combine a consulting perspective with technical rigor, creativity and reliability across government, energy, transportation, construction and environmental sectors. We add value by ensuring that our informed solutions comply with today's requirements while anticipating and planning for tomorrow's demands. T&M's ability to provide expert guidance in response to a variety of project demands is represented by the diversity of our technical resources.

Our in-house team is comprised of:

- Construction Managers & Inspectors
- Professional Civil, Structural, Site, Transportation, Traffic, Electrical, Coastal and Environmental Engineers
- Planners & Certified Floodplain Managers
- Environmental Scientists
- Professional Geologists/Hydrogeologists
- Licensed Site Remediation Professionals (LSRPs)
- LEED Certified Professionals
- Certified Energy Procurement Professionals (CEP)
- Landscape Architects
- Grant Writers
- Geographic Information Specialist Professionals (GISP)
- Land Surveyors
- Support Staff

T&M's municipal clients value independent technical services and consulting firms that serve as owners' reps and construction managers during construction. Project management skills and discipline to thoroughly document projects and services, especially when phasing them, are critical. This is where T&M excels.

The results include innovative, out-of-the-box solutions that accommodate community needs, solve the business requirements of government and effectively manage our client's risk. T&M is a technical services and consulting firm that truly understands the needs of municipal and county governments, and their agencies, and has a nearly five decade-long track record to prove it.

Construction Management & Inspection

T&M has a full staff of professionals to participate in design review, value engineering, bidding and contract award and to provide contract management inspection services. Our personnel includes civil, structural, water resource, environmental and transportation engineers; NICET inspectors; and certified asphalt and concrete construction technicians. Many members of our staff have Confined Space Training and SWAC Certification. Our Construction Services team consists of 22 staff members; many holding NICET certifications in levels ranging from NICET I through IV.

T&M provides:

- Project Management
- Owner's Representative
- Contract Documents & Bid Review
- Contract Liaison & Coordination
- Shop Drawing Review
- Construction Inspection
- Value Engineering
- As-Built Drawings/Record Plans

T&M has provided full construction services for the projects designed by others and our professionals. These services include receipt of bids, contract award, pre-construction meeting, material and installation inspection, shop drawing review, responses to contractors' inquiries, claims management, payment requests, change order review, as-built drawings, operating and maintenance manuals and project closeout. T&M works closely with the owners' staff to provide a product that meets the specifications and can be operated by the staff once it is turned over. The firm has provided construction management services on a wide array of projects including building construction, utility work, roadways, bridges, landfills, sanitary and water systems. Depending on the complexity of the project and, in consultation with the owner, T&M can provide a part-time project manager, and a part- or full-time inspector for any construction project. T&M has highly experienced office staff to complete shop drawing review and other contract tasks.

Grant Administration

T&M is a full-service engineering and consulting firm that assists public sector clients across the region to obtain Federal, State, County and Foundation grants for their improvement and social service projects. Our expertise in the identification, administration, management and recovery services of grant funding for our clients differentiates us in the engineering and consulting industry. We have the expertise to develop improvement projects from concept to completion and the in-depth knowledge of Federal and State funding that can make projects a reality.

Municipalities and counties throughout the region work with T&M if they are seeking grants to clean up a brownfield/grayfield sites, repair highways, revitalize downtown streetscapes, or preserve historic structures. We are distinctly capable of helping to make projects a reality because we are skilled in researching, securing, and managing Federal, State, County and Foundation Grants and possess a significant amount of experience in:

- Funding administration and closeout
- Management of grant documentation
- Representation of clients during public hearings
- Completion of due diligence and environmental cleanup of properties
- Assistance during the audit process after project completion
- Recovery Services
- Implementation of a Strategic Grants Management Master Plan
- Identification of applicable Federal and State grants
- Design of conceptual and final design plans for properties

Additionally, T&M provides grant management services to various public entities with the successful acquisition of financing from the NJEIFP for both clean water and drinking water projects. Our staff is intimately familiar with program requirements and has developed strong relationships with staff both at the NJDEP and at the Trust. Assistance provided has included the following services:

- Coordination and attendance at pre-planning meetings with NJDEP staff
- Completion of online submittals of NJEIFP letter of intent (commitment letters)
- Preparation of Level 1 or Level 2 Planning Documents in accordance with NJDEP requirements
- Completion and submittal of design documents for NJDEP approval
- Completion and submittal the NJEIFP funding loan application
- Interim Finance Application assistance
- Assistance to Bond Counsel in preparation of the State loan application and applicable exhibits
- Coordination with NJDEP and Trust personnel for issuance of project certifications and authorizations
- Authorizations to award from NJDEP
- Construction services for NJEIFP funded projects including coordination of NJDEP field inspections
- Preparation of NJEIFP reimbursement payment requests
- Review and approval of Office of Equal Opportunity SED documentations
- Project and funding closeout
- One-year project certification inspections

During construction, our staff can also provide assistance to both our clients and the NJDEP during quarterly inspections and throughout EPA audits conducted under the American Recovery and Reinvestment Act of 2009. Most recently, we have assisted our clients in compliance with the new Davis Bacon Wage Rate requirements including conducting employee interviews and review of Contractor payroll records. New this year is the requirement for compliance with the American Iron and Steel Provisions, which state that all iron and steel products used in the project must be produced in the USA in compliance with the standard unless a waiver is approved.

Key Team Member Summary

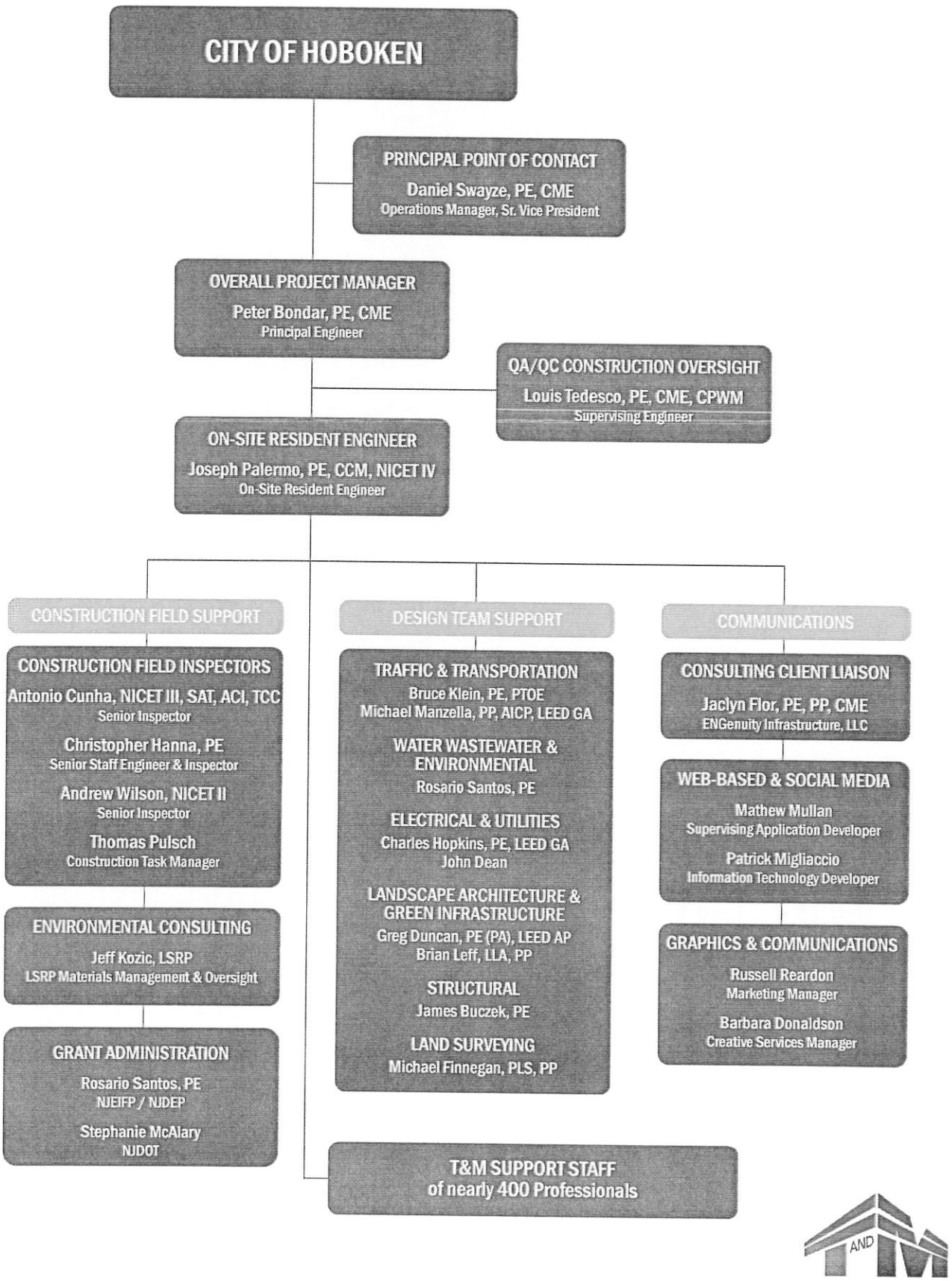
Above all, **T&M is about our people.** And their intellectual capital – diverse technical and business insight built from proven results for a broad spectrum of public and private clients for five decades. We've chosen a team from our pool of experts that meet the exact requirements needed for this assignment. In this section we listed our team's capabilities in the chart below, illustrated our structure in an organization chart and detail the individuals' expertise in resumes. This Team is excited about this opportunity and is ready to get started and help the **City of Hoboken.**

Key Personnel & Role On Project	Years of Experience	Areas of Expertise
Construction Administration & Inspection Team		
CLIENT MANAGER/PRINCIPAL POINT OF CONTACT **Daniel Swayze, CME** Operations Manager, Sr. Vice President	23	Capital Improvement Planning and Design, Municipal Engineering, Civil/Site Development, Construction Administration, Capital Budgeting, Project Finance, Renewable Energy, Energy Efficiency, Energy Procurement, Energy Incentive Management
OVERALL PROJECT MANAGER/POINT OF CONTACT **Peter Bondar, PE, CME** Principal Engineer	16	Municipal Engineering, Roadway Design, Capital Budget Planning, Streetscape Design, Water Main Design, Construction Management and Inspection
CONSTRUCTION ADMINISTRATION QA/QC **Louis Tedesco, PE, CME, CPWM** Construction Administration Department Manager, Supervising Engineer	18	Construction Services, Municipal Engineering, Capital Improvement Projects
RESIDENT ENGINEER & ON-SITE CONTACT **Joseph Palermo, PE, CCM, NICET IV** Resident Engineer	12	Wastewater and Sanitary, Engineering , Water Distribution System Design, Sustainable Building Design, Green Energy
FIELD INSPECTOR **Antonio Cunha, NICET III, SAT, ACI, TCC** Senior Inspector	11	Construction Inspection & Management, Road Construction & Resurfacing, Streetscapes, Water & Sewer, Concrete & Masonry Walls, Traffic Signals & Foundations, Traffic Control & Work Zone Safety
FIELD INSPECTOR **Christopher Hana, PE** Senior Staff Engineer	6	Municipal Engineering, Construction Management, Administration & Inspection, Cost Estimating, Pavement Failures & Remediation, Water Main Construction, Methods & Procedures
WATERMAN INSPECTION **Andrew Wilson, NICET II** Senior Inspector	15	Water and Sewer Facilities Design and Construction
WATERMAN INSPECTION **Thomas Pulsch** Construction Task Manager	20	Water Main Systems, Sanitary Sewer Collection Systems
Design Support Team		
Jeff Kozic, LSRP Principal Environmental Scientist	15	Environmental Engineering, Remediation, Regulatory Interpretation, Preliminary Assessment, Site Investigation
Bruce Klein, PE, PTOE Traffic/Transportation Group Manager	18	Traffic/Transportation Engineering, Highway Design, Traffic Studies, Traffic Safety in Construction Work Zones

Key Personnel & Role On Project	Years of Experience	Areas of Expertise
Michael Manzella, PP, AICP, LEED GA Senior Transportation Planner	6	Sustainable Transportation, Traffic Impact Studies, Transit-Oriented Development, LEED Design
Michael Finnegan, PLS, PP Supervising Surveyor/ Survey Group Manager	33	Land Surveying, Boundary and Title Law, Basemapping
Gregory Duncan, PE, LEED AP Supervising Engineer	12	Civil/Environmental Engineering, Stormwater/Drainage Systems, Hydrology/ Hydraulics Engineering, GIS, Green Infrastructure
Brian Leff, LLA, PP Supervising Landscape Architect	22	Landscape Architecture, Site Planning
Charles Hopkins, PE, LEED GA Associate	41	Energy, Utilities and Electrical Engineering, Power Distribution
John Dean Group Manager, Electrical Engineering	35	Electrical Engineering, Micro-Grid Technologies
James Buczek, PE Structures Group Manager	19	Structural Engineering, Bridge Design, LRFD Design Calculations, Service Design Calculations, Bridge Design Ratings, Bridge Inspection, Development of Rehabilitation Plans
Rosario Santos, PE NJEIFP & NJEIT Grant Specialist, Water Resources Group Manager	19	Environmental, Sanitary and Water/Wastewater Engineering, NJEIFP/NJEIT Funding Procurement & Administration
Stephanie McAlary Grant Administrator	3	Grant Procurement and Administration; Research Reimbursement Liaison
Communications Team		
MARKETING & COMMUNICATIONS **Russell Reardon** Marketing Manager	19	Corporate Marketing & Communications, Public Relations
GRAPHICS & COMMUNICATIONS **Barbara Donaldson** Creative Services Manager	18	Graphic Communications & Design
SOCIAL MEDIA/WEBSITE COMMUNICATIONS **Mathew Mullan** Supervising Application Developer	7	Website Development, Database Development
SOCIAL MEDIA/WEBSITE COMMUNICATIONS **Patrick Migliaccio** Information Technology Developer	6	Website Development, Database Development
ASSISTING CLIENT LIAISON **Jaclyn Flor, PE, PP, CME** ENGenuity Infrastructure LLC	17	Municipal Engineering, Civil Engineering, Planning, Transportation, Sustainable Urban Design, Preparedness, Disaster & Recovery

ORGANIZATIONAL CHART

CITY OF HOBOKEN
WASHINGTON STREET REDESIGN
CONSTRUCTION PROJECT



Daniel**SWAYZE**, PE, CME

Client Manager | Principal Point of Contact

Education

Rutgers University, MBA Finance, 2003

New Jersey Institute of Technology, MS Environmental Engineering, 1995

Pennsylvania State University, BS Civil Engineering, 1992

Professional Registrations/ Affiliations

Professional Engineer in New Jersey, New York and Maryland

Certified Municipal Engineer in New Jersey

Years in the Industry

23

Areas of Expertise

Capital Improvement Planning and Design, Municipal Engineering, Civil/Site Development, Construction Administration, Capital Budgeting, Project Finance, Renewable Energy, Energy Efficiency, Energy Procurement, Energy Incentive Management

Summary of Qualifications

Mr. Swayze is a Senior Vice President and Regional Manager for the Energy and Utilities Division with experience providing services associated with renewable energy, energy efficiency and third party energy procurement. He is responsible for the growth of the company's energy consulting services as well as project management of key projects and clients. He is also responsible for the management and growth of Northern New Jersey operations at T&M.

As a Professional Engineer, he has 23 years of consulting and municipal engineering experience in the planning, design, construction and project management of a wide variety of civil capital improvement and infrastructure projects including sanitary and storm sewers, water mains, treatment facilities and roadway improvements. Mr. Swayze has also designed and managed several site development projects including school facilities, office complexes, warehouse facilities and department of public works garages. His experience includes construction administration, municipal board representation, preparation of utility feasibility studies and wastewater management plans, stormwater design reports, grant applications, and development application reviews and reports. He also has extensive experience with contract negotiations, capital budgeting and business case preparation as well as the development and implementation of multiple energy improvement projects related to both renewable energy and energy efficiency.

Key Projects

PSEG Northeast Grid Reliability Project. Principal-in-Charge for Environmental Watchers contract associated with the regulatory oversight during construction of new overhead power infrastructure. The project includes multiple miles of underground and overhead power lines in Northern New Jersey.

Multiple Counties and Municipalities, NJ. Developed and aided in the delivery of multiple services and energy efficiency strategies for counties and municipalities to utilize federal and state incentives associated with the US Department of Energy's Energy Efficiency and Conservation Block Grant Program.

Cumberland County Improvement Authority, NJ. Project Manager for the development of an Energy Master Plan identifying multiple improvements at the Authority to save money on their energy costs including energy efficient lighting, renewable energy and a compressed natural gas fueling station.

Stand Alone Solar Traffic Control Signs, City of Elizabeth, NJ. Principal-in-Charge for the design and construction administration of numerous stand-alone solar traffic control signs including solar flashing stops signs, bridge height signs and pedestrian crossing signs.

Private Client Renewable Energy Projects. Project Management for solar photovoltaic system designs in various locations within NJ. Projects included utility scale solar arrays as part of New Jersey Solar Act of 2012 Subsection (q) (grid connected systems) and Subsection (t) (systems on landfills, brownfields or historic fill). Projects have ranged from 4 MW serving a northern NJ resort area to 10 MW on a closed landfill. Services provided included all necessary engineering and environmental consulting to satisfy the regulatory requirements for compliance with NJ statutes.

New Jersey Sustainable Energy Meeting, NJ. Project Management and aided the development of the New Jersey Sustainable Energy Meeting (NJSEM) which included approximately 185 individual municipalities and/or authorities aggregating their electricity and natural gas into cooperative purchases.

Private Client Renewable Energy Development, Various States. Project Management for the due diligence and development of multiple solar photovoltaic projects in multiple phases of development which included transactional due diligence, site feasibilities studies, site development, construction administration and post construction services.

Somerset County Joint Public Works Project, Bridgewater, NJ. Project Management and design associated with three individual public agencies' department of public works facilities contained on one site. Project included individual building facilities and amenities for each public agency and spanned over a period of approximately nine years from concept planning to completion.

Somerset County Countywide Renewable Energy Program, Somerset County, NJ. Project Management and development of the County's Countywide Solar Photovoltaic Program that included approximately 15.2 MW of solar panels on 73 individual facilities and grounds.

Eastern Camden County Regional School District. Working with the District's Architect, Project Manager for the approximately 1 MW of solar photovoltaic capacity secured for the District as part of a Power Purchase Agreement. The project included preparing a feasibility study and public bid documents. The anticipated 15 year savings for the District is approximately $1.2M.

Wesley College Energy Evaluation, Dover, DE. Project Manager to provide energy consulting services to assist with leveraging available incentives for energy related improvements from the Delaware Department of Natural Resources and Environmental Control (DNREC) Division of Energy & Climate. To submit an application for funding, T&M completed the necessary evaluations of capital improvements planned by the College. These evaluations included a performance comparison of the existing systems to proposed new systems (energy savings, environmental benefits, resource adequacy and project readiness, job creation, and comprehensive project bonus). An energy audit was also completed including a comprehensive Energy Reduction Plan.

Lighting Retrofits & MEP Services, City of Elizabeth, NJ. Principal-in-Charge for the preliminary and final design and complete bid documents for the implementation of recommendations in various energy audit reports. Services consisted of evaluating the existing building systems, creating a basis of design for implementation of various energy conservation measures, preparation of permit applications, plans, specifications, construction contract documents, and construction administration services.

Roof Mounted Solar PV System, City of Elizabeth, NJ. Principal-in-Charge for providing professional services to assist the City with the installation of solar photovoltaic generation systems on six public buildings. Scope included the designs, bid documents and construction administration at these facilities.

Peter**BONDAR**, PE, CME

Overall Project Manager | Principal Engineer

Education

Rutgers University, BS Civil Engineering, 2000

Professional Registrations/ Affiliations

Professional Engineer in New Jersey

Certified Municipal Engineer

New Jersey Society of Municipal Engineers

Years in the Industry

16

Areas of Expertise

Municipal Engineering, Construction Administration, Capital Improvement Planning and Design

Summary of Qualifications

Mr. Bondar has 16 years of experience in municipal engineering including capital budget planning, design of various capital improvement projects, and construction administration and inspection. He is currently serving as the Municipal Engineer for the Borough of Fanwood. He has acted as a representative at municipal council hearings, bid openings and meetings with state, county and regulatory agencies. He has provided client and project management on capital improvement projects from the initial concept phase through the completion of construction and has been responsible for engineering reviews for several planning/zoning boards.

Mr. Bondar has designed roadway improvements, drainage and utility for site developments; utility relocation plans; water distribution and sanitary sewer collection systems; streetscape projects; and recreational parks and athletic facilities.

Key Projects

Washington Street "Complete Streets" Redesign, Hoboken, NJ. Project Manager responsible for the development of the final integrated design and construction documents for the renewal and improvement of Washington Street, a 15 block commercial corridor in the City. The project will improve pedestrian safety, expand access to mass transit, and accommodate an increase in multimodal activity and use to support residents, businesses, visitors, and commuters. This NJDOT's Complete Streets revitalization project follows an extensive community-based planning process conducted by the City to solicit public feedback and gain consensus on the final preferred design alternative. The project will replace aging watermains, sidewalks, street furnishings, and resurface the roadway. It will also improve mobility with new bikeways, modernized traffic signals at 16 intersections, and new bus shelters; and boost environmental performance and resiliency through added green infrastructure, upgraded LED lighting fixtures, and a new microgrid.

First Street Streetscape Revitalization and Citywide Wayfinding, Hoboken, NJ. Project Manager responsible for design improvements of a 12-block corridor including development of a new citywide wayfinding signage plan, city logo and tagline. The overall design integrates the use of green infrastructure and NJDOT's Complete Streets concepts. Streetscape improvements include curb bump outs, rain gardens, landscaping, street trees, banners, bicycle parking, benches, crosswalks, ADA compliant curb ramps, daylighting posts, wayfinding signage, solar powered trash and recycling compactors, and kiosks with touch screens. The project received funding from the NJEDA through a CDBG-DR.

2014 Road Resurfacing Program, Contract B, Hoboken, NJ. Project Manager for the design of a roadway and pedestrian improvement project which included the design of a rain garden.

Glenwood Drainage Improvements, Fanwood, NJ. Project Manager for the construction administration of a NJEIT funded drainage improvement project that was named "Project of the Year" by the New Jersey Society of Municipal Engineers in 2014.

2014 Road Program, Carteret, NJ. Project Manager responsible for the design of an $8 million dollar road reconstruction and resurfacing project.

2014 NJDOT & CDBG Paving Program, Bayonne, NJ. Project Manager for the design of a roadway improvement project.

Hunter Avenue, Phase II Roadway Improvements, Fanwood, NJ. Project Manager for the design and construction of a NJDOT funded roadway and drainage improvement project.

Glenwood Drainage Improvements, Fanwood, NJ. Project Manager for the construction administration of a NJEIT funded drainage improvement project that was named "Project of the Year" by the New Jersey Society of Municipal Engineers in 2014.

South Street Area Roadway Improvements, Milltown, NJ. Responsible for design of a NJDOT funded project involving roadway, pedestrian walkway and handicap accessibility improvements.

Riva Avenue Water Main Improvements, Milltown, NJ. Responsible for the design of water distribution and roadway improvements.

Turf Field Park Improvements, East Newark, NJ. Responsible for the design of park turf field and lighting improvements.

West Lawrence Street Water Main Improvements, Milltown, NJ. Responsible for the design of water distribution and roadway improvements.

Surveillance Camera Improvements, East Newark, NJ. Responsible for the design of surveillance camera and electrical improvements.

2009-2013 Road Improvement Programs, Woodbridge, NJ. Responsible for oversight of roadway, pedestrian walkway and handicap accessibility improvements.

Atlantic Avenue Area Roadway Improvements, Middletown, NJ. Responsible for the design for a NJDOT funded project involving roadway, pedestrian walkway and handicap accessibility improvements.

Broadway Streetscape Improvements, Phase II, Bayonne, NJ. Responsible for the design for a federally funded project involving streetscape, pedestrian walkway and handicap accessibility improvements.

Pulsch Street Skatepark, Middletown, NJ. Responsible for the design of park, roadway and lighting improvements.

Borough Engineer, Borough of Fanwood, NJ.
November 2013 – Present

Planning Board Engineer, Borough of Fanwood, NJ.
November 2013 – Present

Louis**TEDESCO**, PE, CME, CPWM

QA/QC Construction Oversight | Supervising Engineer

Education

New Jersey Institute of Technology, B.S. Civil Engineering, 1998

Professional Registrations/ Affiliations

Licensed Professional Engineer in New Jersey 2007

NJ Certified Municipal Engineer

NJ Certified Public Works Manager

American Society of Civil Engineers

Highway Inspection Procedures for Federal Aid Projects Certification, Rutgers University, 2014

Years in the Industry

18

Areas of Expertise

Construction Services, Municipal Engineering, Capital Improvement Projects

Summary of Qualifications

Mr. Tedesco is the Department Manager of T&M's Construction Administration & Inspection Group and has more than 18 years of experience in a wide variety of municipal engineering and capital improvement projects. He has supervised the planning, design and preparation of construction plans and documents for arterial roadway networks, storm sewers and sanitary sewers in conformance with local and state regulations and agencies including NJDEP and NJDOT. He specializes in civil engineering design and project management; transportation infrastructure design and assessment; and land development design, planning, consulting and feasibility.

For several years, Mr. Tedesco worked on the contractor side of the industry with significant engineering responsibilities included the preparation and the development of cost estimates, client/field correspondence, construction oversight and management, cost containment and estimating related to labor and material, and the tracking of labor and material.

Key Projects

Observer Highway and Newark Street Improvements, Hoboken, NJ. Resident Engineer for this $2.7 million roadway reconstruction and traffic signal improvement project that followed many of the NJDOT Complete Streets principles. Project included the addition of a 12-foot wide painted median used exclusively for pedestrian and bicycle traffic; three new traffic signals were added; existing signals were re-timed and synchronized to increase traffic flow through the area. Newark Street was also reconfigured and its signals retimed to provide better pedestrian access to the Hoboken Ferry Terminal. The project was federally funded and required constant oversight of all required FHWA documents. Responsible for daily oversight of all field reports and contractor installed quantities.

Hudson County Traffic Signal Improvements to 13 Intersections (Package T) in the City of Hoboken, City of Jersey City, Town of Kearny, Township of North Bergen & City of Union City. Project Manager for the construction administration and inspection phase of the project, which included partial and full upgrading of traffic signals at various intersections within Hudson County, New Jersey. The fully upgraded intersections had the entire signal system removed and a new system installed. The partially upgraded traffic signals had new vehicular and pedestrian signal indications, pushbuttons, wiring, and a new controller assembly, while leaving the existing foundations, poles/mast arms, junction boxes, and conduits in place. If required to meet MUTCD and ADA guidelines, the partially upgraded intersections had additional foundations, poles, conduit, wire, and signal indications constructed. A significant objective for this project was to assure compliance with the current MUTCD and ADA requirements for all traffic signal installations within the project limits.

Hudson County Traffic Signal Improvements to 8 Intersections (Package U) in the Town of Harrison, City of Jersey City, Township of North Bergen & City of Union City. Project Manager for the construction administration and inspection phase of the project, which included partial and full upgrading of traffic signals at various intersections within Hudson County, New Jersey. The fully upgraded intersections had the entire signal system removed and a new system installed. The partially upgraded traffic signals had new vehicular and pedestrian signal indications, pushbuttons, wiring, and a new

controller assembly, while leaving the existing foundations, poles/mast arms, junction boxes, and conduits in place. If required to meet MUTCD and ADA guidelines, the partially upgraded intersections had additional foundations, poles, conduit, wire, and signal indications constructed. A significant objective for this project was to assure compliance with the current MUTCD and ADA requirements for all traffic signal installations within the project limits.

Union County Intersection Improvements Centennial Avenue Corridor in the Township of Cranford. Project Manager for the construction administration and inspection phase of the project, which included the installation of a new traffic signal at the Hillside Avenue intersection and replacement of two existing signals at Myrtle Street and Wall Street intersections to meet current Union County standards. The construction improvements also included the installation of ADA compliant curb ramps, detectable warning surfaces, concrete sidewalk, road widening, milling/overlaying of the existing roadway, curb, driveways, minor drainage improvements and line striping.

Three Intersection Improvements, Union County, Summit, NJ. Project Manager for the construction administration and inspection phase of the project, which included replacing traffic signal systems at three locations - Passaic Avenue and Kent Place Boulevard; Springfield Avenue and New England Avenue; and Springfield Avenue, Passaic Avenue and Old Springfield Road. The goal was to provide proper pedestrian accommodations that meet ADA and MUTCD standards. New curbing and sidewalk was provided and portions of the pavement were milled and overlaid.

Vauxhall Road Intersection Improvements, Union County, Union, NJ. Providing construction administration and inspection services for improvements to two intersections on a heavily traveled road. Improvements at the Vauxhall Road and Pine Avenue/Barbara Avenue four way intersection included the removal of two aerial cable supported quad head signals with four new mast arm signals. Improvements at the Vauxhall Road and Caldwell Avenue/Glenn Avenue offset "T" intersections include the removal of four mast arm signals with five new mast arm signals. Additional work includes the replacement of curbs and sidewalks impacted by the construction, image detection systems, line striping, signs and ADA-compliant pedestrian ramps.

2014 Municipal Roadway Resurfacing & Intersection Safety Improvement Program, Contract B, City of Hoboken, NJ. Project Manager/Resident Engineer for construction administration and inspection for roadway improvements on Jackson Street, Monroe Street, and Fourth, Fifth and Sixth Streets. The scope of work entailed roadway milling and paving, curb and sidewalk replacement, new ADA compliant curb ramps, traffic calming measures and drainage improvements.

Traffic Signal Improvements to Two Intersections on Elizabeth Avenue, City of Elizabeth, NJ. Project Manager/Resident Engineer for construction administration and inspection for upgrades to traffic signals at two intersections. The full upgrades entailed removal of the entire signal system and installation of new equipment. A significant project objective was to ensure compliance with current MUTCD and ADA requirements for traffic signal replacements within project limits.

2014 Road Resurfacing Program, City of Elizabeth, NJ. Project Manager/Resident Engineer for construction administration and inspection of improvements to 11 roadways. The scope of work included roadway milling and paving, curb and sidewalk replacement, new ADA compliant curb ramps, traffic calming measures, and drainage improvements.

Harrison Water Main Replacement, Town of Harrison, NJ. Prepared construction drawings and specification for replacement of approximately 3,000 LF of potable water main.

Coopers Ferry Development Authority (CFDA), Water Front Roads, Phase II, City of Camden, NJ. Developed plans to extend Cooper Street west of Delaware Avenue to the Delaware River. Also extended Riverside Drive from Cooper Street to Penn Street. Developed complete roadway design plans, including grading, stormwater management, new water main layout and new sanitary sewer layout. Project also consisted of developing a subdivision map, and creation of ROW.

2012 Road Improvement Program, Township of Union, NJ. Project Manager/Resident Engineer for construction administration and inspection that included roadway reconstruction, milling/overlaying of existing streets, ADA compliant curb ramps, curb and sidewalk replacement, minor drainage improvements, sanitary sewer repairs and line striping.

2013 Road Improvement Program, Contract 1, Township of Union, NJ. Project Manager/Resident Engineer for construction administration and inspection for roadway reconstruction, ADA compliant curb ramps, curb and sidewalk replacement, minor drainage improvements, sanitary sewer repairs and line striping.

Joseph**PALERMO**, PE, CCM, NICET IV

Resident Engineer

Education

NJIT, BS Construction Engineering Technology, Magna Cum Laude, 2013

Essex County College, AAS, Construction Engineering Technology, 2008

Professional Registration/ Affiliations

Professional Engineer, NJ

NICET IV, Transportation Engineering Technology, Highway Construction

Certified Construction Manager (CCM)

National Highway Institute (NHI), Drilled Shaft Inspector Certificate

ACI Certified Field Testing Technician (CFTT)

Concrete Construction Special Inspector (CCSI)

Traffic Control Coordinator (TCC)

Society of Asphalt Technologists (SAT), Paving Construction

Traffic Sign Retro-reflectivity Inspector

NJSAT Certified Asphalt Technologist

Municipal Engineering Certified Construction Inspector

OSHA 30 Hour Construction, 40 Hour HAZWOPER

United States Army Ranger Team Leader/Training Non-Commissioned Officer, 2002 - 2006

Municipal Engineering Certified Construction Inspector

Years in the Industry

12

Areas of Expertise

Construction Management & Inspection, Resident Engineering

Summary of Qualifications

Mr. Palermo has more than 12 years of experience in construction management and inspection. He is responsible for inspecting construction on highways, roads, bridges, streetscapes and park projects. Mr. Palermo's responsibilities entail contract administration, payment preparation and change order negotiations.

He has worked on projects that involved Intelligent Transportation Systems (ITS) including surveillance cameras, radar detection systems, video detection systems for traffic signals and network integration, fiber optic networks and server integration, and wireless radio antennas. Mr. Palermo's roadway projects have included highway support structures and monopoles with mounted ITS equipment, paving, sanitary and stormwater systems, curbing, lighting, traffic signals, sidewalks, ADA compliance, maintenance and protection of traffic (MPT).

Key Projects

Smart Moves 2014 North Contract, NJDOT. Assistant Resident Engineer/ Inspector for installation of 13 sign support structures with Dynamic Message Signs (DMS) and catwalks, 15 surveillance cameras and mono-poles, stand-by natural gas generators for backup power to NJDOT communications buildings with various security, electrical and communication network upgrades throughout northern New Jersey. Work consisted of excavation and temporary sheeting for concrete foundations of overhead, cantilever and ground-mounted sign support structures, structural steel erections and assembly with associated maintenance and protection of traffic (MPT) along interstate highways, conduit and junction boxes for electrical and fiber optic cables, new electric services with meter cabinets and utility coordination, DMS sign and camera communication controller cabinets and associated network integration, building security feature upgrades, building electrical component upgrades and communication network upgrades to the traffic operations center and hub buildings and guide rail installation. Project scheduling was performed on this project, review and recommendations to the Owner on Baseline and all Updates.

Industrial Road Traffic Signal Installations, Borough of Carteret. Resident Engineer/Roadway Inspector for traffic signal installations at two intersections in an area with heavy truck traffic. Project included installation of ITS systems, conduit, foundations, junction boxes, meter cabinets and associated electrical work; concrete curbs, sidewalks; ADA curb ramps; driveways; roadway resurfacing; site-specific TCP; striping and associated activities; and environmental protection. Funding for this $1.2 million project was through the NJDOT Local Aid Program. Coordinated material submissions and closeout with the NJDOT Bureau of Local Aid office in Freehold.

Rt. 130 Adaptive Traffic Signal Contract No. 1, NJDOT. Assistant Resident Engineer/transitioned to Resident Engineer for installation of new technology, wireless, adaptive traffic signal system at 17 intersections on US Rt. 130 and Rt. 32 for NJDOT. The work consisted of wireless communication device installations on existing traffic signals and transmission poles, surveillance cameras and mono-poles, highway lighting, image detection cameras, data transmitters, adaptive signal firmware and network integration, layered communication switches, redundant software for backup operation of traffic signal system, hands on training program for owner's maintenance personnel, extensive system testing and commissioning,

conduit and junction box installations for redundant fiber optic cable communications with associated testing. Performed project scheduling, and reviewed and made recommendations to the Owner on baseline and all updates.

Routes 35 & 36 Jughandle Improvements, Borough of Keyport, NJ. Resident Engineer and Roadway Inspector for a project that consisted of resurfacing and reconstruction of the Route 35/36 jughandle and adjacent roadways. Tasks included ±1,000 LF of 6- and 8-inch DIP water main services, fire hydrants, drainage system improvements, excavation, subbase/gravel base course, milling, HMA pavements, utility coordination, concrete curb, granite block curb, concrete and brick paver sidewalks, concrete islands, driveways, ADA curb ramps, landscaping, state approved TCP, environmental protection, line striping, and associated activities. Funding for this $590K project was through the NJDOT Local Aid Program. Coordinated material submissions and closeout with the NJDOT Bureau of Local Aid office in Freehold.

2010 Road Improvement Program, Elizabeth, NJ. Inspector, Resident Engineer, and Assistant Project Manager for a project that consisted of resurfacing 10 streets and ADA curb ramp improvements. Work also included milling to revised grades; HMA pavements; concrete curb, sidewalks, and driveways; loop detectors; site-specific TCP; coordination with local businesses and city government; drainage improvements; line striping and associated activities; and environmental protection. Coordinated with the NJDOT where the local streets intersected with Rt. 1&9. Funding for this $760K project was through the NJDOT Local Aid Program. Coordinated material submissions and closeout with the NJDOT Bureau of Local Aid office in Newark.

Rt. 9 & Lacey Road Intersection Improvements, NJDOT. Resident Engineer for reconstruction of Rt. 9. Supervised inspection staff, reviewed daily inspection reports for accuracy, plotted as-built work through daily reports, drafted correspondence to contractor and designer, led and coordinated design discussion and changes with Field Manager, and designers. Inspected excavation of regulated and unclassified materials, concrete pavements, utility coordination and inspection, drainage work including water treatment structure, ± 500 LF of 12-inch PVC water main, milling, paving, curb, and sidewalk construction, ADA curb ramp construction, roadway reconstruction, installation of new traffic signals and image detectors, temporary and permanent striping and pavement markings, and maintenance of traffic control.

Rt. 34 & Rt. 35 Resurfacing in Colts Neck & Belmar, NJDOT. Construction Inspector for a resurfacing project that included inspection of milling, paving, curb, and sidewalk construction, ADA curb ramp construction, guide rail, roadway reconstruction, installation of image detectors, temporary and permanent striping and pavement markings, and maintenance of traffic control.

Ponderosa Park, Union County, NJDEP. Inspector, Resident Engineer, and Assistant Project Manager for a $3.5 million project partially funded through the Green Acres Program. The major scope of work consisted of site clearing, excavation, and grading of 15,000 CY of soil on a 22-acre site. The park features two irrigated, natural turf athletic fields with extensive drainage systems for the field and site, with underground storage/retention/detention basins, outlet control to an onsite stream, rain gardens/bio-retention, roadway, and parking lot. Work included building demolitions, construction of a restroom building, pre-engineered building, pedestrian bridge, landscaping, site security and environmental/wetlands protection. Utility work included site lighting, an electrical transformer with primary and secondary conduit/wire, ± 2,000 LF of 4-inch PVC water main for irritation and water service to the building, and irrigation main utility coordination.

Freedom Avenue & Commonwealth Avenue Culverts, Middlesex County, NJ. Assistant Resident Engineer and Roadway Inspector for demolition of existing structures and construction of two pre-cast post tensioned culverts. Project scope included cofferdams for stream diversion; reinforced concrete structures, footings, and formlined parapet walls; flatwork; excavation; subbase/gravel base course; HMA pavements; extensive utility coordination and relocation for water, sanitary, and gas to meet necessary elevations; 6- and 8-inch DIP water main relocations; various drainage and sanitary sewer structures and associated pipe; guide rail; rip-rap slope protection; landscaping; environmental protection; line striping and associated activities. Coordinated closeout with NJDEP Land Use Regulation Division for Stream Encroachment and General Permitting. Funding for this $834K project was through the NJDOT Local Aid Program. Coordinated material submissions and closeout with the NJDOT Bureau of Local Aid office in Freehold.

Antonio**CUNHA,** NICET III, SAT, ACI, TCC

Senior Inspector

Education

Rutgers University, Rutgers-CAIT / NJSME - Municipal Engineering Construction Inspector

Professional Registrations/ Affiliations

National Institute for Certification in Engineering Technologies (NICET):

Water & Sewer Lines / NICET II

Highway Construction / NICET II

Highway Construction (Pending Verifications) / NICET III

American Concrete Institute Technician I Certified

NJSAT Asphalt Technology Certified

TCP-Rutgers University Traffic Control Coordinator Certification

OSHA 30-Hour Construction Safety

Bilingual in English and Portuguese

Years in the Industry

11

Areas of Expertise

Construction Inspection & Management, Road Construction & Resurfacing, Streetscapes, Water & Sewer, Concrete & Masonry Walls, Traffic Signals & Foundations, Traffic Control & Work Zone Safety

Summary of Qualifications

Mr. Cunha has 11 years of construction inspection and management experience. He has managed and inspected construction projects in various municipalities throughout New Jersey and New York including streetscape, sanitary and storm sewer, roadway reconstruction and resurfacing, and recreational park improvement projects. He has inspected several NJDOT highway construction projects reporting directly to the resident engineer.

Mr. Cunha's responsibilities include:

- Ensure compliance with the project plans and specifications
- Daily work reports
- Change order compiling and submission
- Monthly estimate compiling and submission
- Asphalt pavement coring requests
- Act as on-site intermediary between client, contractor and public

This experience encompasses NJDOT construction software; AASHTOWare Project Site Manager, LIMS and SAP Crystal Reports.

Key Projects

2016 Pavement Overlay Program, Freehold Township, NJ. Inspector responsible for all field inspection of project-related work and ensuring compliance with plans and specifications. Project involved storm drainage upgrades: inlet casting upgrades, curb underdrain; concrete: vertical curb, curb with gutter, sidewalk, aprons, and ADA curb ramps; pavement remediation & overlay: milling, HMA base repairs, crack sealing, HMA surface course; as well as tree removal, traffic control, striping, site restoration and coordination with local utilities, municipal officials and residents. A $2.2M project.

2015 Resurfacing of Various Roads & Facilities, County of Monmouth, Aberdeen and Middletown, NJ. Part of an inspection team responsible for all field inspection of project-related work and ensuring compliance with plans and specifications. Locations assigned to included: Cliffwood Avenue, Aberdeen, NJ and Ocean Avenue, Middletown, NJ. Project involved concrete: curb, sidewalk, and ADA curb ramps; pavement overlay: milling, HMA surface course; as well as striping, site restoration and coordination with Monmouth County officials, local officials and residents. A $4.2M project.

Resurfacing of CR 18 & CR 49, County of Monmouth, Ocean Avenue through Bradley Beach, Avon-By-The-Sea, Belmar, Spring Lake, Sea Girt, NJ. Part of an inspection team responsible for all field inspection of project-related work and ensuring compliance with plans and specifications. Locations assigned to included: Ocean Avenue, in the municipalities of Bradley Beach, Avon-By-The-Sea, Belmar, Spring Lake and Sea Girt. Project involved concrete: curb, sidewalk, ADA curb ramps and resetting paver stone; pavement overlay: milling, HMA surface course; as well as striping, site restoration and coordination with Monmouth County officials, local officials and residents. A $2.2M project.

Palisades Interstate Parkway Resurfacing, NJDOT, Fort Lee, Englewood Cliffs, Tenafly and Alpine, NJ. Part of an inspection team and team leader for a portion of the project, responsible for inspection of resurfacing operations as well as other project-related work and ensuring compliance with plans & specifications. Other responsibilities included: recorded & tracked daily quantities, compiled daily work reports, reported activities and issues to the RE and/or other NJDOT staff, contacted NJDOT traffic authorities and assisted the RE with managing the inspection team. Field office responsibilities included: compiled & maintained as-built documentation, assisted the RE with the compilation & submission of Change Orders and Monthly Estimates, and submitted Asphalt Pavement Coring requests using NJDOT software, including Site Manager, Crystal Reports & LIMS. The project involved: milling & resurfacing 11 miles of the Palisades Interstate Parkway, from Fort Lee to the NYS border. Work inspected included: pavement overlay: road milling & resurfacing, bridge deck waterproof surface course paving; storm drainage upgrades: inlet repairs and casting upgrades; bridge deck rehabilitation: concrete deck repairs; as well as traffic signing upgrades, striping, rumble strips and restoration. An $11.2M project.

Route 4 Pedestrian Mobility Improvements, NJDOT, Teaneck and Hackensack, NJ. Inspector responsible for all field inspection of project-related work and ensuring compliance with plans and specifications. Project involved the construction of more than 50 ADA curb ramps, road milling & resurfacing, installation of guide rail, terminals, and anchorages, traffic & pedestrian signal upgrades, landscaping and tree planting, chain-link fence erection, signing & striping and site restoration. Responsibilities included: inspecting concrete sidewalk and curb ramp construction, including other project-related work, cataloguing and verifying the compliance of curb ramps constructed, recording and tracking quantities, writing and submitting daily work reports, reporting activities and issues to the Resident Engineer and/or other NJDOT staff, contacting NJDOT traffic authorities. Field office responsibilities included: compiling and maintaining as built documentation. An $845K project.

2009 Road Program, Town of West New York, NJ. Inspector responsible for all field inspection of project-related work and ensuring compliance with plans and specifications. Project involved storm & sanitary sewer remediation: inlet reconstruction, sanitary & storm sewer repair and construction; pavement overlay: milling, HMA base repairs, HMA surface course, road demolition, grading & reconstruction; concrete: curb, sidewalk, aprons, ADA curb ramps, and paver stone installation.

South Main Street Revitalization, Phase I, New City, NY. Project located at the heart of the business district in New City. Inspector responsible for all field inspection of project-related work and ensuring compliance with plans and specifications. Project consisted of storm sewer construction, concrete: granite curb, colored & stamped concrete; electric: antique lighting, utility pole relocation; roadway reconstruction: changes to road profile, road demolition, grading & reconstruction; water: main upgrades, hydrant installations; recreational park improvements: decorative fountain construction with cast in place walls, granite block curbing, colored & stamped concrete and retaining walls. An $8M project.

Quick Check Route 23 South, Wantage, NJ. Inspector responsible for project-related work within the ROW on behalf of the NJDOT. Project involved: bedrock-blasting, sanitary & storm sewer construction, roadway construction & resurfacing, traffic signal improvements, signing, striping and site restoration. Responsibilities included: maintained construction records, reported work activities using NJDOT ACES software, submitted traffic impedance & material inspection requests to the NJDOT, coordinated work activities between various entities including local utilities, contractors, NJ State Police – Construction Division and NJDOT project managers.

Valley Boulevard Streetscape, Borough of Wood-Ridge, NJ. Inspector responsible for all field inspection of project-related work and ensuring compliance with plans and specifications. The project was located on Valley Boulevard, along a concentration of businesses and storefronts. Responsibilities included: coordinating work with local utilities, municipal authorities, contractors, residents and business owners. Project involved: electrical conduit installation, decorative street lighting, tree removal and planting, concrete sidewalk and curb replacement, asphalt milling and paving, and paver stone installation.

Christopher**HANNA**, PE

Senior Staff Engineer

Education

New Jersey Institute of Technology, MS Civil Engineering, May 2014

Asphalt Institute, Pavement Failures, Remediation and Maintenance Classes, 2010-2011

New Jersey Institute of Technology, BS Civil Engineering, 2009

Professional Registrations/ Affiliations

Licensed Professional Engineer in New Jersey

M. ASCE

Years in the Industry

6

Areas of Expertise

Municipal Engineering, Construction Management, Administration & Inspection, Cost Estimating, Utility Reconstructions, Pavement Failures & Remediation, Environmentally Friendly Anti-Icing & De-Icing Materials, Methods & Procedures

Summary of Qualifications

Mr. Hanna currently serves as a Senior Staff Engineer in the firm's Bloomfield, NJ office and designs and inspects municipal road projects.

Over his career, Mr. Hanna has inspected mill and overlay projects, major water installation and reconstruction projects, sanitary rehabilitations, stormwater drainage installations, concrete replacements, installation of ADA compliant handicap ramps, and pavement maintenance projects for municipal, private residential and commercial clients, as well as major universities. Mr. Hanna has also prepared road project specifications in accordance with NJDOT Standards for many of these projects. He has also applied for government grants for roadway resurfacing and reconstruction projects for many municipalities.

Prior to joining T&M and graduating with a Civil Engineering degree, Mr. Hanna worked at well-established municipal engineering and construction firms gaining experience with heavy build and site construction, as well as municipal engineering activities, such as inspections and construction inspection/administration on public road projects for several Northern New Jersey municipal clients. Additionally, he received training through the Asphalt Institute in pavement failures and remediation, as well as pavement maintenance techniques.

He recently received his Master of Science degree from NJIT in Construction Management in 2014 and his professional engineer's license in 2015.

Key Projects

Overmount Avenue Mill and Overlay Project, Woodland Park, NJ. $311,000 NJDOT, Construction Administration. Principal Inspector for ADA complaint handicap ramps, water main installations, drainage improvements, and roadway resurfacing. (2012)

Avenue C Mill and Overlay Project, Bayonne, NJ. $428,000 NJDOT, Construction Administration. Principal Inspector for ADA complaint handicap ramps and roadway resurfacing. Provided on-call emergency inspection duties for broken water mains during construction. (2012)

New York Avenue Improvements, Jersey City, NJ. $1.05 million, Principal Construction Inspector/Project Staff Designer. (2013). Major road and utility reconstruction on a heavy trafficked roadway between Jersey City and Hoboken, NJ. Water main reconstruction of aging systems in an urban setting was a critical component of the project.

Herbert Avenue Reconstruction Project, Fanwood, NJ. $356,000 NJDOT, Construction Administration/Project Staff Designer. Principal Inspector of roadway reconstruction including installation of curb, sidewalk, ADA complaint handicap ramps, and full pavement reconstruction. (2012)

The Junction Improvement Project, Jersey City, NJ. $1,095,000 NJDOT, Construction Administration. Principal Inspector of ADA compliant handicap ramps, streetscape improvements, and architectural plaza structures at the intersections of Grand, Communipaw and Summit Avenues in Jersey City. (2012)

Warnerville Pumping Station, Queens, NY. $35 million, (2008). Installation of new water mains and sanitary sewer in shallow depths by use of microtunneling procedures.

2014 Bayonne Road Program, Bayonne, NJ. $729,500 NJDOT & CDBG, Design Engineer. (2013-2014)

Hunter Ave Phase 1 Reconstruction, Fanwood, NJ. $585,000 NJDOT. Design Engineer. (2013)

Hunter Ave Phase II Reconstruction, Fanwood, NJ. $340,000 NJDOT. Design Engineer. (2012-2013)

Burma Road Reconstruction Project, Jersey City, NJ. $1.2 Million (Federal DOT). Design Engineer. (2012-2013)

Depew Street Improvements, Dumont, NJ. $146,200 (NJDOT). Design Engineer. (2012-2013)

Various Road Rehab and Pavement Replacement Projects, Rutgers University, NJ. $1,000,000, (2010 – 2011)

Various Parking Lot Reconstructions, UMDNJ, Piscataway, NJ. $500,000, (2010-2011)

Society Hill at Kilmer Woods II Pavement Reconstruction Project, Mahwah, NJ. $750,000, (2010-2011)

Beacon Hill Condominium Pavement Rehabilitation, Somerset, NJ. $350,000, (2010-2011)

Lehigh Valley Double Track Expansion Project, Conrail, Edison to Bound Brook, NJ. $22 Million. (2007-2008)

Franklin Road Reconstruction, Denville, NJ. (2006). Installation of new utilities, drainage, and full road reconstruction

Road Reconstruction Program, Plainfield, NJ. (2005 – 2006).

Bergenline Avenue Streetscape, Union City, NJ. (2005).

Rockaway Avenue Storm Sewer Rehabilitation, Rockaway, NJ. (2002). Rehabilitation project for large storm sewer construction

Andrew**WILSON**, NICET II

Senior Inspector

Education

Lincoln Technical Institute, Certificate in Architectural Drafting and CAD Technology

Professional Registrations/ Affiliations

NJDEP T-1, Water Treatment License

NJDEP W-1, Water Distribution License

NICET Level II, Water and Sewer Lines

Certified Master Modeler, Haestad Methods WaterCAD

Certified Draftsman, American Design and Drafting Association

American Water Works Association, NJ Chapter

Years in the Industry

15

Areas of Expertise

Water and Sewer Facilities Design and Construction

Summary of Qualifications

Mr. Wilson has more than 15 years of professional water and sewer engineering experience. Prior to joining T&M Associates, he served as an Engineering Technician for Jackson Township Municipal Utilities Authority (JTMUA). His responsibilities included construction management, master planning, permitting, GIS, and development administration.

Key Projects

Whitesville Road 30-Inch Welded Steel Transmission Main, JTMUA. Coordinated installations of 12-inch water main, 8-inch force main and various sized sanitary sewer main and service laterals on Route 527 Whitesville Road, Jackson Township, in conjunction with installation of New Jersey Natural Gas 30-inch welded steel transmission main. Acted as onsite Construction Manager for JTMUA, overseeing installation of utilities paralleling the NJNG gas pipeline. Worked closely with NJNG representatives to avoid utility conflicts, coordinated various crews to avoid construction conflicts, attended local and field meetings and oversaw proper road restoration.

Miscellaneous Sewer and Water Main Installation and Repairs, Jackson Township, NJ. Project Manager/ Inspector for utility installations at various subdivision and commercial projects. Duties included utility layout and review, preconstruction meetings, field inspections, troubleshooting, roadway restoration, and startup and testing of facilities.

Construction Management, JTMUA. Construction Manager for various water and sewer facilities including water main, sewer main and force main installations; sewer pump stations; water storage tanks; and finished water booster stations. Responsible for oversight of design, permitting, construction, inspection, testing, and startup of facilities.

County Line Road Utility Relocation, Ocean County, NJ. Onsite Construction Manager for relocation of various sewer and water mains and services for road widening project. Worked closely with engineers from NJNG on layout and installation of gas utilities to avoid conflicts with existing and proposed utilities. Utilized trenchless technology commonly used for gas main installation at various stream crossings.

Toms River Municipal Utilities Authority (TRMUA), Rehabilitation of Pumping Stations 14, 15, and 20, Toms River, NJ. Provided Construction Observation for the conversion of pumping stations 14, 15, and 20 from wetwell/drywell pumping stations to wetwell submersible pumping stations. The project included the demolition of the existing drywells to accommodate for the installation of new valve chambers and associated piping, new piping to connect to the existing force main and new controls and electrical work.

TRMUA, Pumping Station 16 Supplemental Force Main installation, Toms River, NJ. Provided Construction Observation for the installation of a pre-cast concrete meter vault and approximately 2,000 linear feet of 14" and 16" DI sanitary force main. Horizontal directional drilling of approximately 1,050 linear feet of HDPE pipe was installed under the Silver Bay.

TRMUA, Pumping Station Rehabilitation, Pumping Station 16, Toms River, NJ. Provided Construction Observation for the replacement of the existing pumps and installation of variable frequency drives along with the installation of new controls and electrical work at pump station PS16.

TRMUA, Sewer and Manhole Rehabilitation, Toms River, NJ. Provided Construction Observation for the rehabilitation of 8,000 linear feet of cured in place lining of sanitary sewer pipe, 70 sanitary sewer manholes and 2,000 linear feet of sanitary sewer lateral lining.

TRMUA, Interior Painting of Pump Station 16, Toms River, NJ. Provided Construction Observation for the preparation and interior painting of the wet side and dry side of Waste Water Pump Station 16.

Keansburg Water Treatment Plant Membrane Filter Upgrade. Senior Inspector responsible for startup and operations assistance for new membrane technology water treatment facility for the Keansburg 1 MGD water treatment plant. Keansburg added a sidestream reverse osmosis treatment facility to reduce high chlorides in the ground water well supply. Continue to provide operations consulting to client throughout the potable water system.

Pebble Beach Water Treatment Plant Upgrades, Ocean Township, NJ. Provided inspection services for the removal of the existing chlorine gas disinfection systems and installation of a new calcium hypochlorite tablet system. Project consisted of removal of old chlorine gas cylinders and equipment, modifications to existing chlorine room, installation of new Constant Chlor system and chemical feed piping, replacement of existing ceiling and lighting in filtration room and the installation of 85 LF of 42" DIP to act as a chlorine contact tank to improve plant contact time.

Route 532 Water Treatment Plant Upgrades, Ocean Township, NJ. Provided inspection and startup services for the installation of two new underground meter chambers with new raw water meters and raw water fire hydrants, replacement of exiting actuators on filter face piping with new modulating actuators and control/process modifications on the 2.16 mgd plant's existing SCADA system.

Water Treatment Plant Aeration Tower and Chemical Feed Upgrades, Borough of Keansburg, NJ. Provided inspection and startup services for the replacement of two conventional aerators with Layne Cascade Waterfall Aerators. Project consisted of the demolition of two existing aerators and towers, erection of new support structures, installation of two new Layne Cascade Waterfall Aerators, replacement of motorized valves on clarifier and installation of new chemical feed piping and electrical components at this 1200 gpm treatment plant.

Water Treatment Plant Media Replacement, Borough of Keansburg, NJ. Provided inspection services for the removal and replacement of filter media in four horizontal pressure filters. Tasks included the removal of old filtration media and support gravel, inspection of interior of filter vessels and underdrain system, recommendation of interior filter repairs and installation of new support gravel and sand filtration media. Disinfection and performance testing of new media were also included.

Water Treatment Plant Chemical Feed Upgrades, Borough of Red Bank, NJ. Provided inspection and startup services at the Chestnut Street Water Treatment Plant. Project entailed the installation of a new freestanding masonry chemical feed building which included a new lime feed system consisting of volumetric lime feeder and hopper, continuous mix tank, peristaltic pumps, chemical feed piping with auto flush, and new control cabinets. Project also included the installation of a new alum feed system, bulk storage tank, peristaltic pumps, chemical feed piping and control cabinet. An overhead race tract to carry chemical feed piping from the new building to existing clarifier and modifications to the existing clarifier to accept new chemical feed piping were also completed.

Manhattan Street Water Treatment Plant, Jackson Township Municipal Utilities Authority (JTMUA). Project Manager for new 4.32 MGD water treatment plant. Responsible for overall project including review of plans and specifications, coordinating daily construction activities with contractor, scheduling inspectors, negotiating change orders, payment requests, testing and startup of facility, management of consulting engineers, document preparation for NJEIT and NJDEP, and project closeout.

Water Meter Replacement, United Water, Camden. Provided full-time inspection for replacement of 15,000 water meters with radio-read technology.

Thomas**PULSCH**

Construction Task Manager

Education

Trenton State College, Trenton, BS Mechanical Engineering, 1994

Brookdale Community College, AAS Civil Engineering, 1989

Professional Registrations/ Affiliations

FE (EIT) Certified

Years in the Industry

20

Areas of Expertise

Water Main Systems, Sanitary Sewer Collection Systems

Summary of Qualifications

Mr. Pulsch has over 20 years of experience in sanitary sewer collection systems and water main design and installation. He is currently assigned to the Construction Services Division responsible for overseeing field activities of various construction projects including coordinating field assignments, reviewing field reports, tracking quantities, and project documentation. He has performed sanitary sewer inflow and infiltration studies for various municipal clients and managed all phases of the studies including project set-up, scheduling, supervision of field data gathering, flow metering, and analysis of results and preparation of final reports. Additionally, Mr. Pulsch is experienced in private site development and capital improvement projects with onsite and field investigations and observations of contractor performance of underground utility installation, road reconstruction and resurfacing.

Key Projects

Woodside Avenue Sewer Main Replacement, Northwest Bergen County Utilities Authority, Bergen County, NJ Lead field technician of a multi-personnel field observation team coordinating reports, observations and client assistance of a 24/7 emergency sanitary sewer interceptor collapse. Duties included overseeing contractor performance of replacement of hydrogen sulfide damaged RCP. Also provided technical assistance and advice as field conditions warranted, including constant evaluation of existing pipe conditions.

2015 NJEIT Water Main and Sewer Main replacement, Ocean Twp., Ocean County, NJ Performed field observations of a $5 Million water main, sanitary and storm sewer main replacement project ensuring contractor compliance to approved design and specifications. Duties include daily progress reports, tracking of quantities, hydrostatic pressure testing of completed water mains and recording as-built conditions.

Water Main Extension, Ocean Acres, Stafford Township, NJ. Performed field observation of the contractor's performance of an 8-inch water main installation to ensure compliance to township specifications. Duties included daily progress reports and recording as-builts of all installations and conducting hydrostatic pressure testing of completed installations.

Water System Separation, Pfizer, Morris Plains, NJ. Senior Staff Designer responsible for field observations of the contractor's performance of a water main and fire water main separation from single property to two separate properties including a new pumping station. Duties included oversight of the contractor to confirm compliance with the design of all project phases of project and provision of daily progress reports to the owner. The project included installation of new 12-inch water and fire line mains from an offsite Borough water main source. The scope of work also included a new booster pump station.

Emergency Water Main Installation, Manchester Township, NJ. Staff Engineer responsible for field observation of the contractor's performance of an emergency water main installation. Duties included overseeing compliance to approved designs, evaluation and recommendation for solutions of unforeseen problems relating to the pipe installation and overseeing final testing of completed project.

Water System Improvements, Elmwood Park, NJ. Senior Staff Designer for field observations of contractor performance of water main installation and booster pump station improvements. Duties included overseeing compliance to approved designs, evaluation and recommendation for solutions of unforeseen obstacles relating to pipe installations.

- Oversaw municipal construction improvements to ensure proper installation and compliance with municipal requirements and specifications for various developments and capital projects.
- Supervised field technicians; tasks included scheduling and administration of daily field service activities.
- Responsible for daily construction related activities that included contractor/developer relations, contractor performance, performance bond estimates, bond reductions, building permit application reviews and shop drawing reviews. Initiated and conducted construction related meetings as needed.
- Provided staff assistance to municipal clients, including responding to municipal and residents' concerns.
- Reviewed site plan, subdivision and bulk variance applications for the Planning and Zoning Boards to ensure compliance with municipal ordinance requirements.

Woodbridge Township, NJ. Performed field observation of the contractor's performance of 36-inch and 48-inch CPPT sanitary sewer main. Performed oversight to confirm compliance with approved designs and municipal standards to insure proper installations of large diameter piping.

Sanitary Sewer Inflow & Infiltration Studies, Various Municipalities, NJ.. Staff Engineer for oversight of the implementation of all phases of the inflow and infiltration studies for sanitary sewer collection systems. Duties included project set-up, scheduling, supervision of field data gathering, flow metering, analysis of results and preparation of final reports. Municipalities included Rumson, Union Beach, Edison and Clark.

Sanitary Sewer Main Extension, Manitou Park, Berkeley Township, NJ. Performed field observation of contractor performance of an 8-inch sanitary sewer main installation to ensure compliance to specifications. Duties included daily progress reports, recording as-builts of all installations and verification testing of completed installations.

NBCUA Annual Report, Northwest Bergen County Utilities Authority. Perform annual field investigations of the condition and status of the sanitary sewer treatment plant and offsite pumping stations, metering stations and various sanitary sewer interceptor lines. Responsible for coordinating all field data gathering and compiling data including analysis and recommendations as part of an overall annual report. Projects have included:

- Primary and Final Settling Tank Scum Trough Replacement – oversaw the contractor's performance for the scum trough replacement, reviewed change order requests and compiled contractor payment certificates.
- Ho-Ho-Kus Pump Station Flood Control Project – designed the bypass connection to the existing sanitary sewer pumping station that included piping, valve chamber and specifications.

Matawan Water Treatment Plant Renovations, Matawan, NJ. Assisted the lead engineer with chemical feed pump and tank sizing to chemical storage tanks, equipment sizing pipe header design and cost estimate.

Jackson Avenue Pump Station Improvements, Borough of Chatham, NJ. Senior Staff Designer for onsite field observations of the contractor's performance of sanitary sewer pump station renovations for compliance to approved design. Duties included technical assistance to resolve unforeseen problems and obstacles.

Emergency Sanitary Sewer Main & Manhole Replacement, Middletown, NJ. Staff Engineer for field observation of contractor performance for the emergency sanitary sewer and manhole replacement. Duties included overseeing compliance to approved designs, evaluation and recommendation for solutions of unforeseen problems relating to the pipe installation.

Northeast Grid Reliability Project, Essex County, NJ. Provided onsite civil engineering inspection and verification of foundation systems for electrical monopole upgrades of 230v transmission lines associated with a Northern New Jersey electrical utility provider. Duties included oversight of the fabrication and installation of structural steel and monolithic concrete placement of deep foundation supports. Also responsible for confirming that materials and installation requirements conformed to design standards, and included documentation of completed installations.

Bruce**KLEIN**, PE, PTOE

Group Manager - Traffic/Transportation

Education

Rutgers University College of Engineering, BS, Civil Engineering, 1996

University of Central Florida, Short Course on Timing Traffic Signals, 1999

CAIT-LTAP/NJDOT, Traffic Signal Design, September 2006

Georgia Tech, Signalized Intersections and Systems, Part I, March 2004

ASCE "Modern Roundabouts: The Geometric Aspects", 2014

ASCE "Modern Roundabouts: The Operational Aspects", 2014

Professional Registrations/ Affiliations

Licensed Professional Engineer in New Jersey and New York

Certified Professional Traffic Operations Engineer

Member, Institute of Transportation Engineers

Years in the Industry

20

Areas of Expertise

Traffic/Transportation Engineering, Highway Design, Traffic Studies, Traffic Safety in Construction Work Zones, HCM Software & Various Modeling Software; i.e., SYNCHRO

Summary of Qualifications

Mr. Klein has 20 years of transportation experience and is responsible for supervising all types of traffic and transportation related projects. His expertise includes tasks such as construction staging and detour plans, traffic signal design, signing and striping improvements, complex Maintenance and Protection of Traffic (MPT) design, detailed traffic control plans, access issues, computer simulations and modeling future traffic conditions. He has been responsible for many projects involving capacity/circulation improvements, and is experienced in performing and reviewing traffic impact studies and conducting corridor studies. He is particularly knowledgeable with the MUTCD Highway Capacity Manual, various ITE publications, AASHTO, NJ State Highway Access Management Code and the NJDOT Roadway Design and Procedures Manual, as well as the NJDOT Utility Manual.

Key Projects

Package T & Package U Intersection Improvements, Various Locations, Hudson County, NJ. Project Manager/Traffic Engineering Team Leader for design of the upgrade of the traffic signal equipment/operations and improvement of pedestrian accessibility and safety at 21 intersections throughout the County. Compiled traffic and pedestrian counts and performed an operational analysis at each intersection. The scope of work also included utility coordination. Ramps, curbs and sidewalks were upgraded to meet current ADA guidelines. A NJDOT Local Aid program funded these projects.

NJDOT Route 71 Corridor Streetscape & Intersection Improvements, Avon-by-the-Sea, NJ. Traffic Engineer for the roadway, streetscape and intersection improvements along Route 71 (Main Street) in Avon-by-the-Sea. The project included roadway reconstruction, signal improvements and optimization, and drainage, curb and sidewalk improvements. CSD elements were implemented in the improvement, and dedicated left turning lanes and a delineated bike lane enhanced the safety of bicycle and vehicular traffic. Responsible for preparation of signing and striping plans, extensive access analyses, and traffic signal design. Extensive use of the MUTCD, TRB's Highway Capacity Manual (including LOS analysis using software), NJDOT Procedures & Roadway Design Manual. Traffic safety in construction zone principles were used and implemented during this project. The Highway Capacity Software (HCS) and SYNCHRO were utilized to assist in the final design and optimization of the traffic signals.

Centennial Avenue Corridor Intersection Improvements, Cranford, NJ. Project Manager for Union County project for complete traffic signal upgrades and ADA accommodations to two existing signalized intersections and one new signalized intersection. This corridor improvement project required roadway widening to provide side-by-side left turn lanes to accommodate traffic demand and enhance safety. Project tasks included crash analyses, traffic counts, capacity analyses for current and future demand, traffic signal optimization, traffic simulations, traffic signal warrant reports, utility engineering/coordination, roadway design, traffic signal design, MPT and pedestrian plans, and significant ADA compliancy alternatives. Tasks also included upgrading all intersection aspects to comply with current MUTCD standards.

Monmouth County/NJDOT Improvements to Elton-Adelphia Road (CR 524) & Halls Mills Road, Freehold & Howell Townships, NJ. Traffic Task Leader for the final design of major roadway widening/realignment and two new traffic signal installations. Responsible for supervising/coordinating traffic surveys, future traffic projections, accident analyses, diversion studies, capacity analyses, traffic signal design, signing & striping plans, and staging/MPT plans. To assure project goals are met, provide support to the highway/structural engineers to establish lane configuration, turn lane lengths, construction staging options, and detour schemes. Work is being performed in conformance with MUTCD, TRB's Highway Capacity Manual (including LOS analysis), ITE, AASHTO, and NJDOT standards.

Traffic Signal Improvements on State Routes 27, 40 & 47, NJDOT. Project Manager and Task Leader/Traffic Engineer for traffic signal design and ADA ramp layout associated with in-house Limited Scope resurfacing projects. The project design was required to be on an accelerated schedule to meet funding source deadlines. A key design element for the success of the project included avoiding ROW impacts and utility relocations. Responsibilities included significant coordination with the Department design teams and SMEs, determining required ADA ramp layout and pedestrian pushbutton access, identifying necessary traffic signal modifications to accommodate ADA facilities, coordinating intersection lighting facilities with overhead utility proximity, and providing the Department with PS&E documents. The resultant designs incorporated the various elements into a retrofit traffic signal system that met the ADA and BTE requirements. Extensive use of the current MUTCD, 2010 ADA regulations, July 2011 PROWAG, and the in-house NJDOT curb ramp details were required.

Modifications/Upgrades to Various Traffic Signals, Central & Southern Middlesex County, NJ. Project Manager for complete traffic signal upgrades and ADA accommodations to eight signalized intersections. These two countywide signal upgrade projects required maintaining existing signals and pedestrian accommodations during construction and identified capacity and safety improvements that included revised lane configurations, extended turn lanes and modified traffic signal phasing. Project tasks included crash analyses, traffic counts, capacity analyses for current and future demand, traffic simulations, traffic signal warrant reports, utility engineering/coordination, traffic signal design, MPT and pedestrian plans, and significant ADA compliancy alternatives. Project also included bringing all intersection aspects into compliance with current MUTCD standards. To ensure ADA and MUTCD compliance, each curb ramp and pushbutton location was detailed at 1" = 5' and included proposed spot grades and identification of turning spaces and landings to demonstrate that location and requirements were met. Project was particularly challenging as it required coordination between multiple municipal jurisdictions and utility owners.

Albany Street, French Street & Easton Avenue Intersection Improvements, New Brunswick, NJ. Project Engineer for the preliminary and final design of intersection operational improvements at Albany & French Streets (NJ Route 27) and Easton Avenue (CR 527). Operational analysis of the existing and future traffic volumes was performed to optimize the level of service, and remove ambiguous signal operation and pedestrian phases at this heavily utilized intersection. An alternatives analysis was performed to rank potential improvement schemes. Roadside safety audit recommendations were included in the preliminary preferred alternative. ADA requirements were addressed at all pedestrian crossings and sidewalk modifications were made to provide an accessible pedestrian route throughout the project. The project included coordination with NJ Transit to confirm temporary access requirements onto a train station building property and NJDOT since the signal is within their maintenance jurisdiction. Other elements included new curbing, all new signal equipment and pavement milling and resurfacing.

Elmwood Avenue & Morris Avenue (Route 82) Intersection Improvements, Township of Union, Union County, NJ. Project Engineer for overseeing preparation of concept plan and final design plans for improvements to intersection under NJDOT jurisdiction. Improvements included widening of Elmwood Avenue from one lane to two to accommodate traffic demand and storage of queued vehicles. An additional lane was designed for Morris Avenue to accommodate right turning vehicles. Extensive utility coordination and relocation required to accommodate improvements. Revisions to traffic signal equipment and timing/phasing also were made. Project involved preparation of plans for NJDOT approval and authorization to design/revise existing traffic signal. Final design involved preparation of construction plans and details, supplemental technical specifications and an engineer's cost estimate.

Jeffrey**KOZIC**, LSRP

Principal Environmental Scientist

Education

Rutgers University, MS, Environmental Science, 2005

Pennsylvania State University, BS, Geoscience - Emphasis in Hydrogeology, 1999

Professional Registrations/ Affiliations

Licensed Site Remediation Professional

LSRPA

OSHA 40-Hour Hazardous Waste Site Workers Course

NJDEP Certified Subsurface Evaluator

Rutgers University/Cook College, New Brunswick, NJ

Natural Resource Damages an NJDEP Seminar

Rutgers University Wetland Delineator Program

Vegetation Identification for Wetlands Hydric Soil

Implementing Ground Water Protection Programs in NJ

Obtaining and Using GIS Data and Software

New Jersey Water Environment Association

New Jersey In Ground Water Association The New MODFLOW Course

Site Remediation Basics

Regulatory Training in Underground Storage Tanks

Years in the Industry

15

Areas of Expertise

Environmental Engineering

Summary of Qualifications

Mr. Kozic has 15 years of experience in in all aspects of remedial processes, including regulatory interpretation, project and budget management, report preparation, and grant request preparation. He has completed numerous Preliminary Assessments (PAs), Site Investigations (SIs), Remedial Investigations (RIs), and Remedial Action Workplan (RAWP) development and implementation. Additionally, Mr. Kozic's responsibilities have included overseeing permit applications and renewals, field personnel management, statistical analysis of historic groundwater data, data reduction, report submission, regulatory follow-up, and client relations.

Key Projects

Miscellaneous Projects. Prepared sampling protocols, data evaluations, and boring logs for various site investigations and dredging projects. Prepared various SI, RI, and Remedial Action reports for sites under the oversight of the NJDEP Site Remediation Program. Prepared and coordinated the implementation of Spill Prevention, Control, and Countermeasure plans at multiple facilities.

Former YMCA Child Care Center, Woodbridge Branch, PCB Remediation Project, Fords, NJ. Project Manager for the implementation of remedial actions that included soil excavation and disposal of Toxic Substances Control Act (TSCA) and Non-TSCA PCB impacted soil. A total of more than 3,500 tons of PCB impacted soil were excavated and removed to an approved disposal facility. T&M oversaw the restoration of the pool area and construction of a spray park that is part of the Deed Notice (DN) with engineering controls. A Remedial Action Report and Remedial Action Permit for soil for the DN at the site were prepared.

Remediation of Petroleum Impacted Soil 107 New Street, Woodbridge, NJ. Managed field operations for the remediation of petroleum impacted soils, the discharge resulted from a leak in an aboveground storage tank previously located in the basement of the structure. The petroleum release migrated through the soil and entered the basement of the adjacent property. T&M coordinated the demolition of the structure, excavation of the impacted soil and the installation of a vapor intrusion mitigation system on the neighboring property. All appropriate NJDEP Site Remediation Program documentation was prepared and is in the process of issuing an area of Concern Specific Response Action Outcome.

Reconstruction of County Route 518, Franklin Township, Somerset County, NJ. Served as the LSRP of Record for the implementation of the project in accordance with the NJDEP Linear Construction Technical Guidance. Responsibilities included the preparation of a Soil Sampling Plan for the characterization of over 30,000 cubic yards of soil and bedrock that required management to facilitate the realignment of the road. Also coordinated with contractors, oversight engineer and County of Somerset to develop a Material Management Plan that emphasized on-site reuse of soils where possible and ensured proper disposal of soils that were not eligible for reuse.

Robert Michael Shopping Center, Oakland, NJ. Project Manager and LSRP of Record for the remediation of petroleum impacted soils resulting from a transformer release. Impacted soils resulting from a transformer release were encountered during the replacement of the transformer servicing the shopping center. T&M was retained to

coordinate the remediation and excavation of the petroleum impacts. Excavation was completed to depth based on field observations noted during the site work and post-excavation samples were collected to confirm that remediation was complete. T&M is currently preparing a Remedial Action Report to document the site activities which will result in the issuance of an Area of Concern Specific Response Action outcome.

Lertch Sanitary Landfill, Wall, NJ. Responsible for preparation and implementation of all NJPDES-DGW and Discharge to Surface Water permits and the site's Stormwater Pollution Prevention Plan. Performed statistical analyses of groundwater data for Annual Report submissions to NJDEP. Prepared volume calculations and the Annual Topographic Survey Reports for submission to NJDEP. Coordinated with NJDEP, Division of Solid and Hazardous Waste, and the Bureau of Landfill and Recycling Management for modification and final approval of the site's sanitary landfill closure/post-closure approval. Prepared geology, soils, and subsurface hydrology portions of the Environmental Health and Impact Statement for the Application for Additional Height.

Monmouth County Howell Landfill, Howell, NJ. Prepared and implemented all NJPDES-DGW permit compliance documents, including the coordination of laboratory services required for permit compliance. Lead the coordination and performance of all air quality permit sampling requirements and methane migration testing. Prepared the renewal application for the landfill's Water Allocation Permit and Authorization to Discharge to the Ocean County Utilities Authority.

5th District Park, Avenel Woodbridge Township, NJ. Prepared SI, RI, and Remedial Action Reports for the delineation and remediation of historic pesticide contamination within the park. Coordinated field excavation activities with the contractor, post-excavation sampling, and dust monitoring protocol implementation. Prepared and presented status reports at local public meetings.

Monmouth County Reclamation Center, Tinton Falls, NJ.

- Provided technical support on the December 2000 Solid Waste Facility Permit Renewal. Attended various compliance inspections with the NJDEP Division of Solid and Hazardous Waste Enforcement, and maintained and submitted Solid Waste Facility Permit required documents to the NJDEP.
- Performed permit coordination and compliance for multiple New Jersey Pollutant Discharge Elimination System-Discharge to Ground Water (NJPDES-DGW) and Discharge to Surface Water permits, including the implementation and most recent updates of the Ground Water Protection Program and Stormwater Pollution Prevention Plan. Coordinated and attended NJDEP annual site inspections for NJPDES permits.
- Prepared and submitted documentation for the reimbursement of over $3 million from the Phase II Landfill Closure/Post-Closure Escrow Account.
- Prepared specification and performed contract administration of the laboratory services contract for all groundwater, stormwater, and leachate testing at the reclamation center.
- Performed statistical analysis on groundwater and stormwater data for submission to the NJDEP on a semi-annual basis for NJPDES general and individual permits.
- Prepared renewal application for the site's NJPDES-DGW Permit.
- Prepared renewal application for the site's NJPDES Significant Individual User Permit.
- Prepared renewal application for the site's NJPDES Discharge to Surface Water Permit.
- Performed landfill gas monitoring and Air Quality Permit compliance for the Phase I, II and III landfills.
- Preformed test pit/Geoprobe® investigation and soil analysis for the design of the Phase III, Areas 3, 4, and 5 landfill liners.
- Provided technical assistance and data review for the Limited Preliminary Site Investigation Report for the former Shrewsbury Disposal Landfill.
- Prepared renewal and coordinated proper financial responsibility.

Michael**MANZELLA**, PP, AICP, LEED GA

Senior Transportation Planner

Education

Rutgers, The State University of New Jersey, Master of City and Regional Planning, Concentration in Transportation Policy & Planning, 2014

Stevens Institute of Technology, BE Engineering Management, 2009

Professional Registrations/ Affiliations

Professional Planner, New Jersey

LEED Green Associate

Member of American Planning Association (APA)

US Green Building Council (USGBC)-NJ, Emerging Professionals Committee, LEED-ND Committee

Years in the Industry

7

Areas of Expertise

Transit-Oriented Development, Sustainable Transportation, LEED Design, Traffic Impact Studies

Summary of Qualifications

Mr. Manzella has 7 years of project management experience with a passion for sustainable site selection and design, and methods of transportation. His experience is supported by classroom experience and an internship at NJ TRANSIT that focused on Capital Planning, Transit Friendly Land Use Planning and Development. He is familiar with green infrastructure, real estate finance principles and tools, building codes, energy codes, energy modeling and energy efficient building measures. Mr. Manzella has extensive education and experience in leading interdisciplinary project teams, project planning and control, budget and schedule management, risk management, proposal generation and evaluation of alternatives.

He has been primarily responsible for leading planning projects and studies, including vison plans, master plan re-examinations and the development of GIS systems for municipal clients. Additionally, Mr. Manzella has conducted public meetings, performed and coordinated traffic impact assessments, iterative capacity analyses, conceptual roadway design, parking supply/demand analysis, internal site circulation review, and report documentation and preparation.

Key Projects

Washington Street "Complete Streets" Redesign, Hoboken, NJ. Transportation Planner responsible for assisting with the development of the final integrated design and construction documents for the renewal and improvement of Washington Street, a 15-block commercial corridor in the City. Responsible for designing the roadway cross-section, allocating space to bicyclists and vehicles alike and designing the protected bicycle facilities. Washington Street will undergo enhancements to improve pedestrian safety, expand access to mass transit, and accommodate an increase in multimodal activity and use to support residents, businesses, visitors, and commuters. This Complete Streets revitalization project follows an extensive community-based planning process conducted by the City to solicit public feedback and gain consensus on the final preferred design alternative. The project will replace aging water mains, sidewalks, street furnishings, and resurface the roadway. It will also improve mobility with new bikeways, modernized traffic signals at 16 intersections, and new bus shelters; and boost environmental performance and resiliency through added green infrastructure, upgraded LED lighting fixtures, and a new microgrid.

Garden State Parkway Interchange 0 Improvements, Lower Township, NJ. Staff engineer for redesign of interchange with Route 109/Ocean Drive and improvements of associated roadway and signalized intersections. Work included traffic simulation (Synchro/SimTraffic) and evaluation of alternative configurations.

First Street Streetscape Revitalization & Citywide Wayfinding, Hoboken, NJ. Transportation Planner responsible for assisting with the development of a 12-block corridor including development of a new citywide wayfinding signage plan, city logo and tagline. Responsible for managing the citywide branding public engagement process as well as the design and location of the wayfinding signage. The overall design integrates the use of green infrastructure and NJDOT's Complete Streets concepts. Streetscape improvements include curb bump outs, rain gardens, landscaping, street trees, banners, bicycle parking, benches, crosswalks, ADA compliant curb ramps,

daylighting posts, wayfinding signage, solar powered trash and recycling compactors, and kiosks with touch screens. Funding was received from the NJEDA through a CDBG-DR. The project includes focus groups, stakeholder interviews, and public meetings for a collaborative process to revitalize the corridor that is recovering from Superstorm Sandy, and to create a brand identity for the logo and signage that represents the essence of the City.

Route 80 Resurfacing Concept Development Report, Morris County, NJDOT. Staff engineer for generation of concept development report for resurfacing of roadway. Work included site identification, geographic data collection, inspection of existing conditions and report writing.

City of Elizabeth, On-Call/Emergency Traffic Engineer, Elizabeth, NJ. Traffic Planner/Designer for various traffic engineering services under this on-call assignment for the City of Elizabeth Police Department, Office of Traffic Safety. Tasks performed have included a wide range of traffic engineering studies, analyses, field investigations, recommendations, and general consultation. Since 2010, T&M has been responsible to coordinate/conduct traffic counts/surveys and project future traffic conditions; conduct detailed crash and safety analyses; perform Level of Service (LOS) analyses/ simulations; review MUTCD compliance and recommend revisions to traffic control devices; provide Title 39 & 16:27 statutory interpretation and certifications; assess vehicular, pedestrian, bicycle, and transit circulation patterns; study site-specific conditions and recommend various conceptual improvements for traffic calming, pedestrian safety, multi-way stop installations, one-way streets, signing/striping, and capacity/operational improvements; assist with NJDOT submissions related statutory requirements and modifications to State Highway facilities/jurisdiction; and assess parking conditions and make recommendations for various restrictions or modifications to improve safety, circulation, and usage.

Blackwood-Clementon Road Redevelopment Plan, Gloucester Township, NJ. Staff planner for redevelopment plan of a commercial corridor. The plan development work includes proposed future land use, streetscaping, design standards and developer incentives to promote revitalization, definition of right-of-way typology, and formulation of circulation plan for rehabilitation of the corridor as a sustainable, mixed use center.

Lackawanna Station Light Rail Transportation Assessment, Jersey City, NJ. Project Manager for a transportation assessment to determine the number of vehicle trips in the Lackawanna Station Redevelopment Plan area with and without Hudson-Bergen Light Rail service. Two scenarios were analyzed; the build-out of the current redevelopment plan parameters without the Light Rail Station construction and the build-out of the proposed bonus density parameters with Light Rail Station construction and implementation.

Route 36 Corridor Plan, Post-Sandy Planning Assistance Grant, Union Beach, NJ. Staff planner for economic development plan, land use plan and design standards for Route 36 corridor. Work includes documentation of existing conditions, evaluation of future land use, identification of resilient design standards and zoning requirements and formulation of circulation plan for municipality impacted by Superstorm Sandy.

New Parking Facility at Secaucus Junction Train Station, Secaucus, NJ. Prepared traffic impact study of proposed 3,000-space parking facility at heavily used train station. Work included collecting traffic volume data, summarizing AM and PM peak hour traffic volumes and conducting capacity/LOS analysis (HCS).

Transportation Infrastructure Capital Improvement Plan for Smart Growth Plan, Lakewood, NJ. Staff engineer for cost estimation and impact fee/cost sharing assessment of necessary roadway improvements for Lakewood Smart Growth Plan. Generated cost estimates, developed cost sharing strategy and composed report.

Ocean County College Supplemental Traffic Impact Study, Ocean County, NJ. Staff engineer for updated traffic projections associated with the full build-out of the College as a supplement to the information contained in OCC's 2008 Master Plan. Work included update of traffic simulation (Synchro/SimTraffic) and generation of final report. The results of the additional traffic impact analyses further confirmed the necessity of a third driveway to the College along North Bay Avenue as identified in the Master Plan.

Carnegie Center Preliminary Site Plan Traffic Analysis, West Windsor, NJ. Updated traffic simulation (Synchro/SimTraffic) for projected full-build site volumes, analyzed capacity/LOS impacts for road diet alternative, optimized signal timing/operation for Alexander Road and Canal Point Boulevard, and reported on results.

Michael**FINNEGAN**, PLS, PP

Principal Surveyor/Survey Group Manager

Education

Trenton State College, University, BA, 1983

Professional Registrations/ Affiliations

Licensed Professional Land Surveyor in New Jersey

Licensed Professional Planner in New Jersey

New Jersey Society of Professional Land Surveyors

Garden State Land Surveyors Alliance

Years in the Industry

33

Areas of Expertise

Land Surveying, Boundary Resolution, Utility Surveying, Map Filing Law, Right-of-Way Acquisition Mapping

Summary of Qualifications

Mr. Finnegan has over 33 years of experience in the field of land surveying. He is responsible for overall land survey services for T&M as well as research and acquisition of documentation pertaining to land boundary resolution, right-of-way (ROW) determination, and overall survey map, ROW parcel acquisition map preparation, and tax map preparation and maintenance.

Mr. Finnegan has completed numerous large-scale boundary, planimetric, topographic, utility and facility surveys for many state, county, municipal and private clients. He has also completed large-scale tax map assignments for Jersey City, Bayonne, Freehold Township, Middletown Township, Union Beach Borough, Millstone Township, Holmdel Township, Fair Haven Borough, Manchester Township, Avon-by-the-Sea Borough and Red Bank Borough, among others and is responsible for annual maintenance for dozens of municipal tax maps.

Since joining T&M Associates in 1986, Mr. Finnegan has been assigned to many surveys for easement and property acquisitions for municipalities throughout New Jersey. He performed extensive survey and ROW work for:

- Monmouth, Middlesex, Somerset, Ocean and Burlington Counties
- Monmouth County Board of Recreation Commissioners
- Ocean County Parks Department
- New Jersey Department of Transportation (NJDOT)
- New Jersey Turnpike Authority
- The Hills Development Company

Key Projects

GSP Interchange 67/Bay Avenue Improvements, Barnegat, NJ. Survey Task Leader for the scoping and preliminary highway design of new GSP ramps and major roadway widening and realignment. Survey effort including topographic, field and baseline survey and profile and cross sections for highways. Also responsible for the coordination of Deed and Map research: evaluation and analysis of record documents and information for the determination and establishment of existing property boundary lines and public/State right-of-way (ROW): ROW delineation: preparation of ROW acquisition documents (GPPM, ETM, Individual Parcel Maps (IPMs), metes and bound descriptions) and Deed descriptions for ROW parcels and easements. Project also included the filing of property documents and set locations for proposed monuments and preparation of mapping for tidelands grant/easement.

Bay Avenue Streetscape Revitalization, Highlands, NJ. Survey Task Leader coordinating field survey and basemapping effort for a streetscape project including new sidewalks, ADA compliant curb ramps and crosswalks, pedestrian street lights, trees, furniture including bike racks, benches and trash and recycling receptacles, as well as the use of bicycle safe grates.

Pinebrook Road Water Main Extension, Fort Monmouth Economic Revitalization Authority, Tinton Falls, NJ. Providing survey and ROW services for a project involving the preparation of construction documents and construction services for the extension of approximately 750 feet of 12-inch DIP water main.

NJDOT Route 36 Flat Creek Drainage Improvements, Hazlet/Union Beach, NJ. Survey Task Leader for scoping and preliminary highway design of the replacement of the Flat Creek Bridge. This NJDOT project included the raising of the existing roadway profile to eliminate flooding of Flat Creek over Route 36. Survey effort including topographic, field and baseline survey and profile and cross sections for highways. Also responsible for the coordination of Deed and Map research: evaluation and analysis of record documents and information for the determination and establishment of existing property boundary lines and public/State ROW: ROW delineation: preparation of ROW acquisition documents (GPPM, ETM, IPMs, metes and bound descriptions) and Deed descriptions for ROW parcels and easements. Also included preparation of mapping for tidelands grant/easement.

US Route 1/ Meadow Road Interchange, West Windsor, NJ. Survey and ROW Task Leader for continued major office park and other commercial development in this US Route 1 Corridor near Princeton, NJ. Work required the complete grade separation of an existing at-grade, signal controlled intersection to relieve peak hour traffic congestion. This full-interchange included a two-span bridge 225-feet long and 82-feet wide. The project also included the widening of 7,700-feet of Route 1. Survey effort included topographic, field, boundary and baseline survey and profile and cross sections for highways. Base mapping was developed in accordance with NJDOT CADD Standards. Responsible for the coordination of Deed and Map research; evaluation and analysis of record documents and information for the determination and establishment of existing property boundary lines and public/State ROW, ROW delineation; preparation of ROW acquisition documents (GPPM, ETM, Individual Parcel Maps (IPMs), metes and bound descriptions) and the writing of Deed descriptions for ROW parcels and easements. Also filed property documents and set locations for proposed monuments. Work was performed in accordance with NJDOT Survey Manual, NJDOT Design & Procedures Manuals, Standard Articles 44 and 51, and the NJ Map Filing Law.

Township of Wall, NJ. AutoCAD digitization, geo-referencing and preparation of 180 sheet tax map, 2013-2014. Formal State Certification.

Borough of Caldwell, NJ. AutoCAD digitization, geo-referencing and preparation of 12 sheet tax map with GIS link, 2003-2005. Formal State Certification Approval 2005.

City of Jersey City, NJ. AutoCAD complete redraw and preparation of 394-sheet tax map geo-referenced over new flight digital aerial with GIS link, 2005–2009. Formal State Certification Approval in 2009.

City of Bayonne, NJ. AutoCAD digitization, geo-referencing and preparation of 144-sheet tax map with GIS link, 2003–2006. Formal State Certification Approval in 2006.

North Main Street Extension, Borough of Wharton, NJ. Prepared of General Property Parcel Maps and parcel descriptions for six property acquisitions. Coordinated deed research, determined existing ROW, and performed QA/QC of property acquisition deliverables.

Township of Freehold, NJ. AutoCAD digitization and geo-referencing of 156-sheet tax map, 2008 – 2010. Formal State Certification Approval in 2009.

Various Highway, Road & Bridge Projects. Completed ROW surveys and prepared ROW documents (GPPM, Individual Parcel Maps, metes and bound descriptions), filed property documents and set monuments in accordance with the Map Filing Law for the following projects:

- Stelton Road, New Brunswick
- Meadow Road Grade Separation, West Windsor – widening Route 1, two relocated local roads and ramps
- Elton Adelphia Road, Howell – widening and realignment
- Route 35/Industrial Way – two new roads
- South Amboy Access Road
- Cedar Grove Lane/Amwell Street, Somerset
- John O'Leary Boulevard, South Amboy
- Route 516 over Deep Run
- Route 516/Route 50/Tindall Road
- Route 440 Connector/Fayette Street
- Crispin Road over Rancocas Creek, Burlington
- AT&T Off-site Roadway Relocations, New Intersection
- Route 36 over Flat Creek
- Williams Street
- Farragut Road Bridge

Gregory**DUNCAN**, PE, LEED-AP

Supervising Engineer

Education

North Carolina State University, BS, Biological Engineering, 2002

North Carolina State University, BS, Environmental Sciences – Watershed Hydrology, 2000

Professional Registrations/ Affiliations

Licensed Professional Engineer in Pennsylvania

LEED Accredited Professional (LEED-AP)

Years in the Industry

15

Areas of Expertise

Engineering, Green Infrastructure, TMDL Planning, Stormwater & Drainage Systems, Hydrology & Hydraulics Engineering, Environmental Engineering, GIS

Individual Honors

PWEA - 2015 Green Infrastructure - Expert Panel

2012 Ben Franklin Innovation Award (Finalist)

Project Awards

2014 LVPC Environmental/Green Infrastructure Award – Honoree (West End Theatre District)

2014 LVPC Transportation Award – Honoree (West End Theatre District

2014 American Planning Association Award (Great Places in Pennsylvania)

Summary of Qualifications

Mr. Duncan is a Professional Engineer with 15 years of experience in civil and environmental engineering. He has had the unique opportunity to work with biological and green infrastructure (BMP) research, software development, as well as environmental and municipal consulting on domestic and international projects. His experience includes: watershed planning, TMDLs, design of stormwater and drainage systems, hydrology and hydraulics engineering, environmental engineering, and potable water distribution design. Mr. Duncan has become a recognized leader within the industry having presented for national, regional and local trade organizations, contributing on featured national articles, most recently ENR's "Cleaning Up Chesapeake Bay" and completing one of the first TMDL implementation plans in Pennsylvania.

Key Projects

Washington Street Streetscape Design Program, City of Hoboken, NJ. A comprehensive update of one of the nation's most utilized pedestrian corridors, responsible as a task leader for design and implementation of drainage improvements and green infrastructure design as part of a complete street program. Program includes, design and development of construction plans for a collection of stormwater green infrastructure BMPs, including: rain gardens, porous surfaces, bio-swales and continuous tree trenches.

Green Infrastructure Strategic Implementation Plan - Livingston Sewershed, City of Allentown, Lehigh County, PA. Responsible as program manager for the development of a strategic plan and grantsmanship effort for the Livingston Sewershed. As a continuation of flood modeling work performed in 2014, T&M is currently contracted with the City of Allentown to provide planning and grantsmanship services to the City. With the modeling framework already in place the information of the previous study is currently being leveraged to develop a strategic implementation plan for one of the City's most acutely effected flood zones. Currently there are twelve individual projects that have been identified for construction. T&M is currently assisting the City with development of a funding strategy for this program.

TMDL (Total Maximum Daily Load) Plan Development, Upper Gwynedd Township, Montgomery County, PA. Program Engineer responsible for developing a 20-year plan and comprehensive strategy for compliance with a new Notice of Intent (NOI) required for the community's existing MS4 program. As part of this effort, a TMDL plan was developed to quantify an overall waste load allocation (WLA) attributed to the Township as a municipality (public) entity. After the waste load allocation for the community was determined, provided a summary of key opportunities through the development (and retrofit) of stormwater facilities to move the community towards compliance with their pollution reduction goals. Identified grant funding opportunities for the Township to assist with the offset of direct expenses associated with compliance of these new regulations.

Media Borough Municipal-Wide Flooding and Drainage Study, Borough of Media, PA. Responsible as project manager for a comprehensive borough-wide analysis of an aging drainage collection system, Including, data gathering and modeling (InfoWorks)

of the existing system as well as presentation of opportunities to capture and defray rainfall runoff inputs from the system through a series of green infrastructure opportunities. Program includes, design and development of construction plans for a collection system capacity improvements as well as stormwater green infrastructure BMPs, including: rain gardens, bio-swales and continuous tree trenches. Work is on-going and is expected to be complete in 2016.

First Avenue Streetscape Design Program, Contract B, City of Hoboken, NJ. Responsible as a task leader for design and implementation of green infrastructure as part of a complete street design program. Program includes, design and development of construction plans for a collection of stormwater green infrastructure BMPs, including: rain gardens, bio-swales and continuous tree trenches.

Stefko Boulevard Drainage Corridor Repair and Green Infrastructure Evaluation, City of Bethlehem, Northampton County, PA. Mr. Duncan assisted with an application for funding under PA DEP's Growing Greener Fund from which, the City was successful in obtaining funding. Currently, he is Program Engineer, this project will involve the evaluation of green infrastructure options to help reduce the magnitude of flooding to the Monocacy Creek as well as developing plans to repair of one the City's most vital drainage systems.

Emergency Flooding Analysis of Allentown West End Theatre District, City of Allentown, Lehigh County, PA. Based on its expertise, T&M was selected as a special consultant, to provide evaluation, modeling and alternative analyses to assist the City with finding an optimal solution to these issues. As Program Engineer, Mr. Duncan converted data from the City's GIS clearinghouse to efficiently develop a large-scale model of one of Allentown's sewer tunnels as well as all contributing sub-networks (over 1,200 inlets). A comprehensive evaluation of options are currently being evaluated in order to reduce the frequency of flooding in this part of the City. Options being considered by the City include: regional stormwater basin retrofits, additional capacity lines and green infrastructure.

Allentown West End Theatre District Streetscape, City of Allentown, PA. Project Manager and designer for a multi-award winning streetscape improvements program including: decorative sidewalks, curbing, crosswalks, curb ramps, green infrastructure box planters and partial road reconstruction for the West End Theater District. The project also included the design of a decorative brick and iron fence surrounding the Allentown Fairgrounds. Responsibilities also included oversight of bid phase, construction management and construction inspection services.

Seaview Drive Aqueduct Relocation, Jersey City, Hudson County, NJ. Project Engineer responsible for the design of two 4,000-foot sections of the Aqueduct to provide potable water to 239,000 recipients. Performed structural design of water mains and selection of all necessary equipment and appurtenances (air-release, air valves, venturi meters, log recorders, gate valves, etc.) for construction of two 72-inch water mains. Performed design using AWWA M11 and M51 methodology.

Southern Australian Water Corporation, Adelaide, Australia. Conducted a wide area (jurisdictional) analysis of high consumption demand contained within the district water distribution network, also referred to as "network hotspots." Used GIS records to catalog metered historical consumptions with hydraulic modeling tools to conduct a study using this data to determine which portions of the City's water distribution network exhibited the highest demand on the system. From this data, aggregate consumption demand values were determined, and results allowed SA Water Company to efficiently assess where booster pump stations would be needed.

NJDOT 3-Year Task Order Contract for Hydrologic and Hydraulic Services (Task 8). H&H Project Engineer for this task order, responsible for the study and design of two replacement bridge structures along Game Creek. Since the watercourse is not State-studied, extensive watershed models (PondPack) were prepared to determine design flows. The hydrologic models included numerous interconnected ponding areas and associated culvert structures in the upstream watershed. HEC-RAS models were prepared to evaluate the replacement structures, as well as to perform scour analyses in accordance with HEC-18 procedures. Also prepared Stream Encroachment documents for this project.

Route 94 Drainage Improvements, Vernon, Sussex County, NJ. Performed hydrological and hydraulic analysis of a deficient culvert structure and recommended the dimensioning of the replacement. Additionally, was responsible for the preliminary design of a storm sewer system to service this section of Route 94.

Brian**LEFF**, LLA, PP

Supervising Landscape Architect

Education

Rutgers University, Cook College, BS Environmental Planning and Design, 1992

Professional Registrations/ Affiliations

Licensed Professional Landscape Architect in New Jersey, Pennsylvania, New York, and Delaware

Professional Planner in New Jersey

CLARB Certified

Years in the Industry

22

Areas of Expertise

Landscape Architecture, Planning, Civil Engineering

Summary of Qualifications

Mr. Leff is a Supervising Landscape Architect with 22 years of experience in landscape design and planning and has been responsible for management of multi-discipline design projects from conception through construction. He has provided grading and landscape planting plans for public and private clients, performed feasibility studies, and prepared conceptual and final site plan designs. Mr. Leff is familiar with ADA compliance and stormwater management designs and calculations, and has assisted in developing site plan and landscape design standards.

Mr. Leff's municipal experience includes providing expert testimony as a Professional Planner and Landscape Architect for Planning and Zoning Boards. He has performed zoning compliance reviews and has acted as an alternate Zoning Board Planner. Mr. Leff also has assisted municipal engineers and planners in the preparation of Municipal Land Use ordinances.

Key Projects

Ocean Avenue Streetscape, Sea Bright, NJ. Landscape Architect and Lead Designer responsible for the coordination of County and State agencies, preparing and presenting conceptual and construction plans, reviews of ADA compliance. The streetscape revitalization includes the replacement of worn and damaged sidewalks, landscaping, lighting and site furnishings; increasing pedestrian safety; adding bicycle lanes for a 0.5 mile stretch of Ocean Avenue. Designed in accordance with the Complete Streets initiative, the design provides safe circulation for motor vehicles, pedestrians, and cyclists. As this project is located on a NJ State Highway, and includes intersections with County roadways, careful coordination between State, County and Local intersections is necessary. Responsible for coordinating with County and State agencies, preparing and presenting conceptual and construction plans, reviews of ADA compliance.

1st Street Streetscape, Hoboken, NJ. Project Manager/Landscape Architect for preparation of a multi-phase plan to revitalize a tired street in the heart of Hoboken. Given the area's history of flood problems, stormwater management and green infrastructure are key components to the design. Responsible for reviewing site conditions, assisted in determining appropriate areas for green stormwater infrastructure, prepared planting designs for rain gardens and bioswales, suggested methods of tree protection, reviewed plans for ADA compliance, prepared preliminary cost estimates, conducted public outreach sessions, and presented plans to residents and City Council.

Garden State Parkway Interchange 0 Improvements, Lower Township, NJ. Landscape Architect responsible for the landscape design of stormwater management components to comply with current NJDEP regulations. The project included revising roadways and interchanges to eliminate existing traffic signals. To comply with current environmental regulations, the stormwater management mitigation system was designed to include several bioswales and detention basins.

Bay Avenue Streetscape Revitalization, Highlands, NJ. Landscape Architect for the design and construction services for new sidewalks, ADA compliant curb ramps and crosswalks, pedestrian street lights, trees, furniture including bike racks, benches

and trash and recycling receptacles, as well as the use of bicycle safe grates. CDBG-DR funding from the NJEDA will help offset some of the costs of this project.

Teaneck Road Streetscape Project, Teaneck, NJ. Provided concept design plans, construction plans, and specifications for a streetscape improvement project, approximately 4,500 LF in the main business corridor. The goal was to create a vibrant and pedestrian friendly streetscape that enhanced commercial viability, beautified the pedestrian realm, and provided a cohesive design theme throughout the commercial corridor. Design included ADA compliant ramps, site furnishings and appurtenances, tree grates, decorative paving patterns, landscaping and other amenities. The corridor was evaluated for potential green infrastructure implementation.

Memorial Park Concession Stand, Mt. Laurel, NJ. Project Manager/Landscape Architect for the addition of a concession stand to an existing sports and recreation complex. The existing utilities were extended from an adjacent development because the park lacked the infrastructure to support the new facility, sewer and water services. Responsible for coordination of the concession building design, preparation of construction plans and review of invoices.

804 Carnegie Center, Boston Properties & NRG Energy, West Windsor, NJ. Landscape Architect responsible for preparation of a landscape plan to compliment the solar panel installation and Professional Planning testimony to support requests for relief from several West Windsor land development requirements of this unique modern building within the Carnegie Center office complex. The building and site improvements were designed in compliance with current LEED standards and all environmental regulations.

Artis Assisted Living, West Windsor, NJ. Landscape Architect responsible for preparation of the Landscape Plan and provision of professional testimony during the public Zoning Board hearing. Artis Assisted Living is a state-of-the-art care facility specializing in the treatment of Alzheimer's patients. To assist in attaining the necessary land use approvals, the firm provided landscape architectural services to compliment the building, enhance site aesthetics, and provide a safe and pleasant atmosphere for residents. Design included a specialized Alzheimer's garden and activity center that incorporated various colors, textures and scents to stimulate the senses of the patients and utilized nontoxic plants in case of ingestion.

Berkeley Island County Park, Berkeley Township, NJ. Landscape Architect for the redevelopment of a county park that was significantly damaged during Superstorm Sandy. In addition to new playgrounds, picnic areas, restrooms, and other park amenities, of significant importance was the implantations of a "Living Shoreline" to help mitigate impacts of future storms. This creative approach provides significant protection against future erosion in a naturalistic manner. Responsibilities included preparation of the overall landscape plan and the Living Shoreline planting design.

Marsh Restoration & Replenishment Project, Little Egg Harbor & Tuckerton, NJ. Provided landscape design services to restore and replenish local marsh, wetlands, and beaches by dredging of lagoon communities to remove silt build up that blocked stormwater outfalls and impeded passage of wildlife and boats. The dredging and marsh restoration directly benefited the local community by strengthening natural buffers against storm surges and sea level rise. These activities will help protect critical infrastructure in the areas of Osborn Island, Mystic Island, Tuckerton Beach, Paradise Cove/ Thompson Creek, and Parker's Run. The planned resiliency measures included Living Shoreline treatments, thin-layer deposition, tidal marsh replacement and restoration, and beach replenishment and nourishment.

Ocean County College Master Plan, Toms River, NJ. Project Manager/Landscape Architect for the landscape portion for preparation of a Campus Master Plan. The purpose of this Master Plan was to evaluate existing amenities and growth patterns of the Campus and make recommendations for bringing the existing infrastructure together to provide the framework to guide future development. Particular areas of importance included pedestrian and vehicular circulation, stormwater management, open space programming and site aesthetics. Responsible for coordinating team activities, performing site observations and analysis, identifying inappropriate plant material throughout the campus, reviewing the existing stormwater management basins, and recommending future development practices.

Charles**HOPKINS**, PE, LEED-GA

Supervising Engineer - Electrical

Education

Polytechnic Institute of NY, MSEE, 1978

Polytechnic Institute of NY, Graduate Certificate in Energy Policy, 1978

Polytechnic Institute of NY, BSEE, 1975

Professional Registrations/ Affiliations

Licensed Professional Engineer in New Jersey, Mississippi, New York, Pennsylvania, Rhode Island, Connecticut, Ohio, Massachusetts and Hawaii

LEED Green Associate (LEED-GA)

Institute of Electrical and Electronics Engineers

Instrument Society of America

Illuminating Engineering Society of North America

Years in the Industry

41

Areas of Expertise

Energy, Utilities and Electrical Engineering, Power Distribution

Summary of Qualifications

Mr. Hopkins has over 40 years of experience in electrical engineering, design and construction of electric power distribution and control systems. He has been responsible for the design of many emergency, in-plant and co-generation generator systems, including multiple-unit paralleled systems up to 10.5 megawatts. Mr. Hopkins has participated in several conventional cogeneration systems where generator waste heat was used for space heating or where production waste (such as paper plant liquor) was used for generator fuel.

He has been in charge of various roof-mounted and ground-mounted photovoltaic system designs that have included substation connections and primary distribution system modifications to accommodate the photovoltaic systems.

Since joining the firm in 1993, Mr. Hopkins has served as the Electrical Engineer and/or Project Manager on various projects including electric utility, power generation and distribution, parks, water treatment, roadway and parking lot lighting, security systems and sewage treatment facilities. His responsibilities include engineering, design, estimating, specifications writing and inspection support services for electrical installations on various projects.

Mr. Hopkins was responsible for the design of variable speed multi-pump oil pumping systems, seawater cooling systems and fire main systems varying in size from two fractional-horsepower pumps to a system utilizing six 75-horsepower units. He also participated in the design of both induction and synchronous variable-speed drives for ship propulsion systems, in sizes up to 50,000 shaft horsepower.

Mr. Hopkins has acted as the buyer's technical representative at numerous electrical manufacturers' facilities, participating in shop drawing reviews, manufacturing releases, prototype trouble-shooting and acceptance test witnessing and reviews. In addition, he has participated in the production of system-level technical manuals for several process machinery plants.

Key Projects

15 Traffic Signal Improvements, State Highways 27, 40 & 47, NJDOT. Electrical Engineer for lighting and electrical design for 15 signalized intersections. Responsible for lighting analysis and electrical design. Lighting analyses were performed in Visual and plans were prepared in MicroStation.

Garden State Parkway Interchange 69 Improvements, Waretown, NJTA. Electrical Task Manager for final design and construction support services for replacement of two overpass structures, two toll plazas, sign structures, an administration building and two pedestrian tunnels. Responsible for providing highway lighting with electrical systems along new entry/exit ramps at the toll plazas and along the widened GSP mainline. Also designed electrical systems for toll booths and administration building. Lighting analysis for the entire interchange was performed in Visual.

Downtown Streetscape (Main Street), Woodbridge, NJ. Street lighting design and utility coordination for rehabilitation in Woodbridge Downtown Business District.

Garden State Parkway Interchange 67/Bay Avenue Improvements, Barnegat, NJTA. Electrical Task Manager for preliminary design and permitting services through final design and construction support services. Project included replacement of two overpass

structures. Responsible for providing highway lighting with electrical systems along new entry/exit ramps at toll plazas and along widened GSP mainline. Lighting analysis was performed in Visual and plans were prepared in Bentley Microstation.

NJDOT Route 36 & Flat Creek Drainage Improvements, Borough of Union Beach & Township of Hazlet, NJ. Electrical Task Manager for scoping services through final design for Flat Creek Bridge to mitigate flooding on Route 36. The bridge was replaced with a three-sided precast concrete culvert and Rt. 36 was raised approximately 5' in the vicinity of the culvert to increase the waterway opening to prevent overtopping during storm events. A flood storage area adjacent to Rt. 36 was created by demolishing three commercial buildings and re-grading the site. Rt. 36 was widened by 2 feet in each direction within project limits to meet current design standards and two signalized intersections were upgraded. Performed detailed lighting analysis and design for the project.

Garden State Parkway Interchange 0 Improvements, Lower Township, NJ. Electrical Task Manager for the preliminary and final engineering to improve vehicular safety, traffic circulation patterns and reduce congestion at the GSP and Route 109, and Route 109 and Ocean Drive. Improvements include the closure of median U-Turn ramps, reduction of a radius on Route 109 SB to meet the minimum stopping sight distance requirements, construction of an additional through lane in both the NB and SB directions, implementation of a jughandle ramp to provide a direct connection between Route 109 SB and GSP NB, elimination of a SB median left turn lane in conjunction with construction of a far side jughandle at Ocean Drive. Other design elements include upgrade of 2 signalized intersections, drainage improvements, utility relocations, roadway lighting, upgrade of signing including a sign structure, and a retaining wall to avoid impacts to a local street. Performed detailed lighting analysis and design for the project.

NJ Route 71 (Main Street), Avon-by-the-Sea, NJ. Street lighting design and utility coordination to improve pedestrian safety.

Train Station Improvements, Red Bank, NJ. Street lighting design and utility coordination for major improvements to NJ Transit train station site and surrounding area and streets.

Main Street, Manasquan, NJ. Street lighting design and utility coordination for rehabilitation of Main Street.

Broad Street, Red Bank, NJ. Street lighting design and utility coordination for streetscape improvements to central shopping district along Broad Street.

First Avenue, Atlantic Highlands, NJ. Street lighting design and utility coordination.

Wood Avenue, Linden, NJ. Street lighting design and utility coordination for streetscape and façade improvements to central shopping district along Wood Avenue.

Shrewsbury Avenue, Red Bank, NJ. Street lighting design and utility coordination.

59th Street Station Security Improvements, Consolidated Edison, NYC, NY. Project Manager for security, electrical and site improvement design at a power station.

Electric Utility, Borough of Seaside Heights, NJ. Five feasibility studies on distribution and capacity upgrades that included a windmill feasibility evaluation, a peaking generator cost/benefit analysis and a system-wide study to determine feasibility of increasing primary distribution voltage.

Control Systems Design. Designed both central and distributed-type microprocessor based control systems for large machinery plants, as well as microprocessor based controls for diesel and gas turbine driven generators, large HVAC systems, industrial water heating systems, steam turbines and high pressure multi-stage air compressors.

SCADA Systems Designs. Provided designs for Merchantville Pennsauken Water Commission, WMUA, Red Bank Borough Water Department, and TOMSA.

Warinaco Park Skating Rink, Netta Architects/Union County, Roselle, NJ. Electrical engineer for the modernization and renovation of an ice skating rink. Project scope includes site engineering services for the new LEED clubhouse building, landscape architecture, and construction administration services for the new chiller equipment.

John**DEAN**

Group Manager

Education

City College of New York, BS Electrical Engineering, 1981

Professional Registrations/ Affiliations

Institute of Electrical and Electronic Engineers - Power Engineering Society

Former Chairman of Substation-Automation Working Group

Years in the Industry

35

Areas of Expertise

Electrical Engineering

Summary of Qualifications

Mr. Dean has over 35 years of electrical engineering, project management, and construction management experience and has been the Project Manager/Engineer for various utility switching and substation projects, generator replacement and installation projects and solar projects. His responsibilities have included detailed design, estimating, budgeting and project planning; writing equipment and construction specifications; and performing bid analysis.

He has a diverse, technical and business background including budget planning, system protection, electric transmission and distribution operations, power system analysis, automated systems and power engineering.

Key Projects

100 MW GE LMS-100 Generating Station, Cumberland Unit #2, Conectiv. Electrical Lead for a new 100 MW GE LMS-100 Generating Station - Cumberland Unit #2. Lead engineering and design efforts for the Balance of Plant (BOP) electrical design, including: high voltage 230kV substation equipment and utility interfaces; medium voltage 13kV equipment; relay protection schemes; low voltage 480 and 120VAC systems and 125VDC systems. Also designed interfaces to new packaged generator, including raceways, duct banks and cable routing.

Western Monmouth Utility Authority, Manalapan, NJ. Electrical Group Task Leader for an HVAC evaluation and HVAC design for plant Operations Building. Hot water system evaluation and design for Digesters, Digester and Operations Buildings.

Monmouth County Reclamation Center Emergency Generator, Tinton Falls, NJ. Electrical Group Task Leader responsible to provide corrective design measures for a facility and area surrounding the building, site lighting and scales affected by multiple power outages due to weather and other factors. Performed field work, calculated generator sizes, assisted with electrical modifications, and responded to contractor requests for information.

National Grid/Keyspan Liquefied Natural Gas Plant, Brooklyn, NY. Site Construction Manager for management of electrical, civil and mechanical subcontractors building a replacement natural gas liquefaction facility for Keyspan (National Grid). Lead the Project and interfaced daily with Black & Veatch Engineering, Keyspan, start-up and commissioning personnel and the various trades.

Brunswick Substation, PSE&G, North Brunswick, NJ. Managed an EPC project to add transformers and 13kV switchgear at Brunswick Substation. The project included modifications to existing 138kV & 230kV substation, addition of 13kV system, and modifications to relay control house, to facilitate installation of two new transformers rated 230kV to 13kV & 138kV to 13kV; 230kV & 138kV circuit breakers; associated disconnect switches; 13kV metal clad shelter-aisle switchgear with outgoing distribution circuits, and associated protective relaying modifications.

Coxs Corner Substation, PSE&G, Evesham, NJ. Modification to existing 230kV substation, addition of 13kV system, and modifications to relay control house, to facilitate installation of new transformer rated 230kV to 13kV, 230kV circuit breakers and associated disconnect switches, 13kV metal clad shelter-aisle switchgear with

overhead and underground distribution circuits, and associated protective relaying modifications and additions. This project required many zoning board hearings with opposition from town attorney and a compromise for sidewalks and curbs.

Replacement of over 70 Electric System Operation Center (ESOC) Remote Terminal Units (RTUs), PSE&G. Coordination of replacement of over 70 Electric System Operation Center (ESOC) Remote Terminal Units (RTUs) in switching and substations throughout New Jersey.

Installation of Microprocessor and Electro-Mechanical Relays, PSE&G. Supported the installation of microprocessor and electro-mechanical relays at various PSE&G substations. Responsibilities included engineering and design, relay settings, field support, maintenance and testing. Conducted root cause analysis and recommended quality solutions and new test methods for incorrect relay operations, operating errors, and provided professional, technical consultation to customers/clients.

Area-Wide Pump Station Generator Improvements, Ocean County Utilities Authority, NJ. Electrical Group Task Leader and designer responsible for the upgrade of the electrical distribution system, new backup generators, and fuel storage tanks. Performed field work, calculated generator sizes, and designed modifications to the electrical system.

26/4 kV Transformer Replacement, PSE&G. Electrical Lead for a 26/4 kV transformer replacement project that included the design and engineering for replacement of 13 transformers in eight substations.

Substation Equipment Replacements, PSE&G. Electrical Lead for various replacement projects involving relaying and substation equipment transformers, circuit breakers, disconnect switches, etc.

Oil Circuit Breaker Replacement Program, PHI/Delmarva. Lead Engineer for an Oil Circuit Breaker Replacement program. Lead the engineering and design effort for the change out of ~ 70 circuit breakers to new SF6 gas breaker for various voltage levels from 23 kV to 230kV.

230kV Switchyard, BG&E. Electrical Lead for a Feasibility Study and Conceptual Design for a redesign of an existing 230kV Switchyard. Developed various options for air and gas insulated substation designs, including cost estimates and constructability plans. Developed a PJM Facility Study for major 500kV interconnection project.

Branchburg Switching Station, PSE&G, Branchburg, NJ. Addition of a 500/230KV transformer bank including 500kV and 230kV circuit breakers, disconnect switches and associated relaying and controls. A very critical PJM project with an aggressive project schedule.

Penns Neck Substation, PSE&G, West Windsor, NJ. Modifications to an existing 69kV substation, 13kV distribution system, and modifications to the relay control house to facilitate installation of new transformer rated 69kV to 13kV, new 13kV metal clad switchgear, and modifications to allow the new switchgear to interconnect and split loads formerly on the existing switchgear.

Relay Replacement Programs, PSE&G. Multi-year projects to upgrade existing relay systems at various substations throughout New Jersey.

Linden Switching Station, PSE&G, Linden, NJ. Modification to existing 138kV and 230kV switching station to accommodate new PS Power and Non-Utility generating stations. The 230kV switching station expansion included new 230kV transmission line connections and required significant rearrangement of switchyard layout to accommodate wetlands and wetland buffers.

Deans and Branchburg 500kV Switching Stations, PSE&G. Engineered, designed and coordinated substation protection and control system field installation.

Area-Wide Pump Station Generator Improvements, Ocean County Utilities Authority, NJ. Electrical Group Task Leader and designer responsible for the upgrade of the electrical distribution system, new backup generators, and fuel storage tanks. Performed field work, calculated generator sizes, and designed modifications to the electrical system.

James**BUCZEK**, PE

Group Manager

ssEducation

Drexel University, BS, Architectural Engineering; BS, Civil Engineering, 1997

Professional Registrations/ Affiliations

Licensed Professional Engineer in New Jersey and Ohio

American Society of Civil Engineers

American Institute of Steel Construction

NHI Course 130053, Bridge Inspection Refresher, 2003

Rope Access Technician (Level 1), Society of Professional Rope Access Technicians (SPRAT)

SWAC Certified, Secure Worker Access Consortium

Years in the Industry

19

Areas of Expertise

Structural Engineering, Bridge Design, LRFD Design Calculations, Service Design Calculations, Bridge Design Ratings, Bridge Inspection, Development of Rehabilitation Plans

Summary of Qualifications

Mr. Buczek's experience includes the design of various new and rehabilitated bridges and structures. He has worked on several major bridge inspection and rating projects and completed the evaluation, design, and inspection of waterfront structures including bulkheads, fishing piers, and marine structures. He has also been involved with the design of bid specifications for various sanitary sewer projects. He has been responsible for inspecting and recording of existing field conditions prior to the start of numerous contracts.

He has served as Structural Engineer responsible for the design and review of various bridge structure plans and retaining walls. Mr. Buczek has performed on-call service design calculations for sheeting and temporary structures on major road construction projects. He has also developed rehabilitation plans and criteria for multiple historic bridge projects.

Key Projects

County Route 4, CR 46 & Heulitt Road, Monmouth County, Colts Neck, NJ. Project Manager for construction administration and inspection services for $1.25 million County project to reconstruct a problematic intersection in Colts Neck at County Route 4 (Crine Road), County Route 46 (Dutch Lane Road) and Heulitt Road into a modern roundabout. The construction of the roundabout was performed with daily traffic staging to construct the proposed drainage, grading, landscaping, and lighting improvements.

2010 Milling and Resurfacing Program, Middlesex County, NJ. Project Manager for construction administration services for $6.2 million ARRA funded countywide resurfacing program and installation of approximately 1,000 ADA compliant pedestrian access ramps on 17 roadways. Provided management oversight of Resident Engineer of grading/drainage improvements and appurtenant roadway construction items. Ensured conformance to contract plans and specifications, reviewed daily job reports, prepared monthly payment vouchers, monitored completion of final punch-list items, reviewed source documentation and prepare required closeout documents for reimbursement by the FHWA and NJDOT.

Nighttime Milling and Resurfacing Along Various County Roads in Perth Amboy & Edison, NJ – Middlesex County. Project Manager for construction administration services for a $2.1M construction project on Plainfield Avenue in Edison, NJ and New Brunswick Avenue in Perth Amboy, NJ for Middlesex County. The project consisted of milling and resurfacing of the roadways with installation of approximately 200 ADA curb ramps and new sidewalk. Provided management oversight of Resident Engineer, ensured conformance to contract plans and specifications, source documentation, and coordination of responses to contractor RFIs. Prepared monthly payment estimates and reviewed daily job reports, monitored completion of final punch list items, prepared required closeout documents.

Improvements to South Washington Avenue, Middlesex County, Piscataway, NJ. Lead Structural Engineer for design of a 9-foot 6-inch pre-cast, 3-sided rigid frame structure supported on spread foundations, drainage chambers, and retaining walls for Middlesex County. Designed structure in accordance with current AASHTO and NJDOT code requirements. Developed geometric layout, alignment, profile,

demolition plans, and staging plans from preliminary to final design. Performed reviews of geotechnical data and structural design calculations. Coordinated structure design with various engineering disciplines and governmental agencies. Responsibilities included development of construction plans, cost estimation and specifications for bidding and construction support services.

Reconstruction of Readington Road (CR 637), Hunterdon County, Branchburg and Readington, NJ. Structural Task Leader for the Preliminary and Final Design efforts of approximately 5,500 feet of roadway widening and reconstruction including the replacement of two county bridge structures. Design efforts project include roadway, utilities, structural, hydraulics and hydrology design; alternatives analysis; and development of construction plans, cost estimates and specifications for bidding and construction support services. Project includes replacement of the existing concrete encased steel stringer bridge structure with a larger, reinforced concrete rigid frame structure supported on spread foundations, drainage improvements, restoration of the streambed, temporary pedestrian bridge access and relocation of utilities. The structure is designed in accordance with current AASHTO LRFD Bridge Design Standard, County, NJDOT, and ADA code requirements. Developed geometric layout, alignment, profile, demolition plans, and staging plans from preliminary to final design. Performed reviews of geotechnical data and structural design calculations. Responsibilities included development of construction plans, cost estimation and specifications for bidding and construction support services.

Widening of the Garden State Parkway Mile 38 to Mile 41 (OPS No. P3412). Project Manager for development of contract plans and specifications for the structural widening plans and stormwater management features for the final design of this section from MP 38 to 41 along the GSP. The project included the widening of US Route 30 (White Horse Pike), MP 40.0. The design effort included the rating and widening of two rolled beam 2- span bridges supported on full height abutments and a median pier with spread foundations, to accommodate the increased roadway cross section in accordance to AASHTO and NJTA code requirements. The bridge consists of two simply supported spans, each 65'-4" in length between centerline of bearings spanning over US Route 30 (White Horse Pike). The structure measures 93'-10" in width carrying (2) two 12'-0" lanes, 9'-8"± left shoulder in each direction, a 10'-5" northbound right shoulder and a southbound deceleration lane. T&M coordinated the design of each structure with various engineering disciplines including the subsurface investigation program, field survey, geometric layout, alignment, profile, demolition plans and staging plans from preliminary to final design for each structure. Additionally, the economy of construction, utilities, minimum vertical underclearance, compatibility with the existing superstructure and conformance to NJ SHPO guidelines were taken into consideration during the design process. T&M prepared final design calculations, construction plans and specifications for bidding. The firm also provided construction support services to the Authority.

Route 139 Rehabilitation of 12th, 14th, Conrail and Hoboken Viaducts, Jersey City, NJ. Structural Engineer for rehabilitation of four major viaducts. Work included condition inspection of three viaducts, rating evaluation of structures, evaluation/methods of concrete encasement removal, study of deck replacement types and methods, development of construction deck replacement types and methods, development of construction rehabilitation details and specifications for bid.

Emergency Drainage and Roadway Reconstruction along Main Street, South Amboy, NJ. Structural Lead Engineer for design of emergency drainage improvements. Reconstructed drainage work included installation of a new drainage outfall jacked under North Jersey Coast Line along with sub-base outlet drains and underdrains under roadway pavement. Project also included reconstruction and widening of Main Street to accommodate the new traffic signal proposed under the next phase of the project (Radford Ferry Road). Project tasks included surveying, civil engineering design services, coordination with NJ Transit and NJDOT, and design services for pipe crossing and headwalls. Permits included Soil Erosion and Sediment Control from Freehold Soil Conservation District, a General Freshwater Wetlands Permit (GP #11) from NJDEP and a Waterfront Development Permit.

Improvements along Halls Mill Road and County Route 524 (Elton-Adelphia Road), Freehold and Howell Townships, Monmouth County, NJ. Structural Engineer for preliminary engineering and environmental services for preparation of a scoping study to obtain environmental clearance in accordance with NEPA criteria to secure federal funding for final design and construction. Work included realignment and widening of Halls Mill Road and Elton-Adelphia Road, and replacement of three structures (F30, a concrete arch structure; F59, a concrete culvert; and F29, a timber substructure and concrete slab).

Rosario**SANTOS**, PE

NJEIFP/NJEIT Grant Administrator

Education

University of South Florida, Graduate Studies in Environmental Engineering, 1998

University of South Florida, BSCE, 1996

Professional Registrations/ Affiliations

Licensed Professional Engineer in New Jersey & Delaware

American Society of Civil Engineers

Water Environment Association

Years in the Industry

19

Areas of Expertise

Environmental, Sanitary and Water/Wastewater Engineering

Language

Fluent in English & Spanish

Summary of Qualifications

Ms. Santos has a background in both civil and environmental engineering, with a specialization in wastewater treatment, rehabilitation and design. Projects have included conducting studies, and sanitary and sewer rehabilitation and design for both municipalities and sewerage authority facilities. Since joining T&M in 1998, Ms. Santos' responsibilities have included stormwater regulation compliance, sanitary sewer plan review, construction administration and inspection, sanitary sewer rehabilitation and repair, infiltration/inflow studies, sanitary sewer and pump station upgrade design, and sanitary sewer and water main permitting. Ms. Santos has provided NJEIT and NJEIFP funding assistance on over 30 projects throughout New Jersey.

Key Projects

NJEIFP Clean Water and Drinking Water Projects. Project Manager for numerous projects whose scope of services included preparation of letters of intent, planning documents and loan application forms. Work also included obtaining NJDEP approval of design documents and requesting authorizations to advertise and award projects. Other services provided included bidding and construction services and providing guidance and assistance to public and private clients with compliance of NJEIFP requirements. This included attending NJDEP quarterly inspections, processing of SED utilization reports, submittal of payment reimbursement packages to NJDEP, Davis Bacon wage rate compliance, one year project certification inspections and loan/project closeouts.

Water Main and Sanitary Sewer Replacement, Ocean Township, NJ. Project Manager for the design, permitting and NJEIFP funding assistance for multiple sanitary sewer and water main replacement projects throughout the Township's service areas. Improvements included replacement of existing ACP/transite piping with new ductile and PVC piping; installation of new manholes, hydrants, and valving; and miscellaneous site improvements.

Borough of Avon, NJ. Design and construction administration for rehabilitation of 11,000 LF of water main system.

Borough of Matawan, NJ. Construction oversight of 7,000 LF of 10" water main.

Borough of Carteret, NJ. Preparation of environmental information documents for submittal to NJEPA for various stormwater and sanitary sewer system rehabilitation and/or design projects funded by the state.

New Jersey Environmental Infrastructure Trust (NJEIT) Sewer/Water Design and Construction Projects. Project Manager for numerous projects whose scope of services included preparation of commitment letters, planning documents and loan application forms. Work also included obtaining NJDEP approval of design documents and requesting authorizations to advertise and award projects. Construction services included contract administration, inspection services and preparation of NJDEP and OEO progress reports and payment reimbursements. Projects included Asbury Park WWTP improvements, Elmwood Park Water Capital Program, Dumont Pump Station Rehabilitation, Monmouth County Bayshore Outfall Authority outfall repair and retention basin liner replacement, and others.

City of Orange, NJ. Project Engineer for water, sanitary and storm sewer privatization. Developed capital improvement program and RFQ/RFP for a 20-year operation and maintenance contract. Services included negotiations with successful bidder and technical assistance for regulatory applications.

Borough of Union Beach, NJ. Design and construction oversight for rehabilitation, repair and replacement of sanitary sewers and manholes.

Monmouth County Bayshore Outfall Authority. Construction oversight for replacement of 180,000 SF retention basin liner and installation of new underdrain system. Services also included contract administration required for disbursement of NJEIT loan fund.

Stormwater Compliance Programs. Project Manager for various municipalities, counties, and authorities. Work included preparation of stormwater pollution prevention plans, municipal stormwater management plans and other various Tier A statewide basic requirements. Also provided technical review assistance of stormwater management plans for county review agencies and conducted dry weather flow and scouring inspections for various municipal and county clients. Additionally, held training seminars, conducted compliance evaluation inspections/audits, assisted clients with preparation of annual reports and certifications, and addressed NJDEP inquiries on compliance efforts.

NJ Stormwater Management Compliance Projects, Hudson and Passaic Counties, NJ. Project Manager responsible for site inventories and environmental investigations, outfall and illicit connection inspections, GIS outfall mapping, stormwater pollution prevention plans, technical reviews of municipal stormwater management plans and stormwater control ordinances, development and presentation of employee training seminars, and preparation of annual reports and certifications.

Middlesex Road Water Treatment Plant Improvements, Matawan Borough, NJ. Project Manager for the design and construction administration and inspection of the rehabilitation of the Borough's existing water treatment plant being funded under the NJEIFP. Improvements included replacement of the pressure filters, flocculators and clarifier equipment. Also included were replacement of the existing chemical process equipment, backwash tank, piping, valves and controls, as well as installation of a new chlorine contact tank and generator.

2008 Capital Improvements Project, WMUA. Project Manager for the design and construction administration and inspection of major improvements funded by NJEIFP. Project included new bar screen/headworks, anaerobic digester repairs, new blowers for aeration (nitrification) process, upgrades to tertiary pressure filters, new computer based main control panel interfaced to SCADA system and replacement of automatic transfer switches.

30-Inch Aqueduct Water Transmission Main, Jersey City, NJ. Provided NJEIT funding assistance for a project that included the rerouting of 8,500 feet of 30-inch water transmission main to complete the aqueduct gradient piping system traversing Jersey City.

Leachate Treatment Facility Pump Station Construction, Applied Water Management, Borough of Tinton Falls, NJ. Project Manager for the design and permitting of a new discharge pump station at leachate treatment facility. Scope of work included mechanical, structural and electrical design of a submersible pumping facility with a new wet well, valve chamber and electrical control equipment. Other work included construction of a new force main discharge and connection to the existing municipal collection system.

Basin 4 Physical Investigation and Sewer Rehabilitation, Borough of Bound Brook, NJ. Project Manager for the evaluation of the existing sanitary sewer sub-basin and design of rehabilitation improvements. Scope of work included manhole inspections, cleaning and television inspection of the sanitary sewer system, and preparation of a report outlining sewer repairs and rehabilitation. Other work included design of multiple trenchless sewer repairs and sewer replacement.

Park Avenue Sanitary Sewer Replacement, Borough of Matawan, NJ. Project Manager for the contract administration and field inspection for the multiple sanitary sewer improvements including manhole and pipe repair, lining, and spot repairs.

Hill District, Borough of Carteret, NJ. Design of stormwater improvements that included construction of a new 15,000 GPM stormwater pump station, detention basin area, and 42" discharge pipe.

Stephanie**McALARY**

Grant Writer

Education

The College of New Jersey, BA Economics, 2013

Marine Academy of Science and Technology, 2009

Professional Registrations/ Affiliations

Alpha Phi Omega National Fraternity

Years in the Industry

3

Areas of Expertise

Grant Writer and Coordinator, Research Reimbursement Liaison

Ms. McAlary is a Grant Writer and plays an important role in providing grant assistance and procurement services for numerous grant applications to state and federal agencies for T&M's municipal clients. She has experience identifying, developing and maintaining grants that fund a wide variety of programs and services. Ms. McAlary is responsible for researching grant opportunities, interpreting grant applications, preparing proposals and budgets, and preparing interim and final narrative reports in strict accordance with funding agency deadlines. Her experience includes grant writing for FEMA Hazardous Mitigation Assistance Gran Pre-Disaster Mitigation, Community Development Block Grants (CDBG), NJDOT Bikeways Grants, Open Space Grants, Post Sandy Planning Assistance Grants, FEMA Public Assistance, Robin Hood Grant and New Jersey Economic Development Authority (NJEDA) Streetscape Revitalization Grant.

Since joining the firm in 2013, she has managed grants from the initial application, through funding award and agency coordination for several communities in Monmouth and Ocean County that experienced significant infrastructure damage from Superstorm Sandy. In addition to the Post Sandy Planning Assistant Grants listed under key projects, Ms. McAlary is currently in the process of securing funding through the Monmouth County Community Development Block Grant program for the Borough of Keansburg.

Professional Experience

Community Development Block Grant, Bay Avenue Streetscape Revitalization, Highlands, NJ. Grant Coordinator responsible for obtaining a CDBG for Disaster Recovery due to the damage caused by Superstorm Sandy from the NJEDA in the amount of $1,463,000. Also assisted the Borough in additional funding from the New Jersey Department of Community Affairs (NJDCA).

Open Space Grant, Phase 1 Improvements to Veteran's Memorial Parks, Township of Aberdeen, NJ. Grant Writer responsible for securing a $250,000 Open Space Grant for phase 1 of improvements to Veteran's Memorial Park including new playgrounds (2 – 5 year-olds and 5 – 12 year-olds), spray ground (recirculating), restroom, gazebo picnic area with sail shades, and other amenities.

FEMA Hazardous Mitigation Grant Program, Multiple Municipalities, NJ. Reimbursement Liaison between municipalities and the New Jersey Office of Emergency Management coordinating and compiling required documents for grant reimbursements. Provided assistance to the Boroughs of Monmouth Beach, Keansburg, Red Bank, and Rumson.

Post Sandy Planning Assistance Grant, Phase 2, Multiple Municipalities, NJ. Prepared and submitted all grant applications, coordinated funding awards and recovered outstanding funding securing over $1.86 million in grant funding for Post Sandy planning initiatives in Monmouth and Ocean County. Grant Manager for preparation of SRPR Reports for Union Beach, Keansburg, Aberdeen, Waretown, Little Egg Harbor, Atlantic Highlands, Pt. Pleasant Beach, Rumson and Berkeley Township.

Post Sandy Planning Assistance Grant, Strategic Recovery Planning Reports (SRPR), Multiple Municipalities, NJ. Prepared and submitted all grant applications, funding awards and recovered outstanding funding. Secured approximately $350,500 in grant funding for

Post Sandy planning initiatives. Grant Manager for preparation of SRPR Reports for Union Beach, Keansburg, Aberdeen, Waretown, Little Egg Harbor, Atlantic Highlands, Deal, Monmouth Beach, Lacey, Point Pleasant, Rumson and Berkeley Township.

Monmouth County Open Space, Acquisition of Friendship Park, Keansburg, NJ. Grant Coordinator responsible for completing the grant application and receiving $35,000 through the Monmouth County's Open Space Program to expand an existing park located in downtown Keansburg.

Monmouth County Open Space, Scholer Park Phase 6, Union Beach, NJ. Grant Coordinator responsible for completing the grant application and receiving $75,000 to renovate the roller hockey rink located in Union Beach for recreational purposes.

Monmouth County Community Development Block Grant, Keansburg, NJ. Grant Coordinator responsible for securing $167,000 in grant funding for drainage improvements within the Borough.

Monmouth County Community Development Block Grant, Red Bank, NJ. Grant Coordinator responsible for securing $158,000 in funding for road improvements within the Borough.

Open Space Grant, Improvements to Cross Farms Park, Township of Holmdel, NJ. Grant Writer responsible for securing a $137,000 Open Space Grant for a new tot lot and improvements to the batting cages at Cross Farms Park.

Open Space Grant, Trail Improvements in East Side Park, Borough of Red Bank, NJ. Grant Writer responsible for securing a $233,000 Open Space Grant for improvements to the trail along Mohawk Pond and outdoor exercise equipment in East Side Park.

Open Space Grant, Improvements to Piping Rock Park, Borough of Rumson, NJ. Grant Writer responsible for securing a $137,000 Open Space Grant for phase 2 conversion of a softball field and grass field area to a multi-sport synthetic turf field and relocation of the 9/11 Memorial and flag pole at Piping Rock Park.

NJEDA Streetscape Revitalization Grant, Keansburg Borough, NJ. Grant Manager responsible for securing $1.2 million in grant funding for drainage, street and façade improvements. Assisted with preparation of required documents and notices, and attended public hearings to provide information on program and grant application submittals.

FEMA Public Assistance Project, Multiple Municipalities, NJ. Reimbursement Liaison responsible to coordinate and compile the required documents to receive reimbursement from the New Jersey Office of Emergency Management for six municipalities that included the Boroughs of Monmouth Beach, Keansburg, Beachwood, and Atlantic Highlands, and the Townships of Little Egg Harbor and Ocean.

Robin Hood Grant, Ocean Township, NJ. Assistant Grant Coordinator responsible for supporting the Township in securing $150,000 of relief money for the residents of Waretown and Barnegat. This application based grant helped residents receive funding for items not covered by their insurance due to damage from Superstorm Sandy. Assisted with the review of applications and recommended resident awards to the Township based on need and eligibility for the program.

St. Ignatius of Antioch, Yardley, PA. Grant Writer responsible to respond and coordinate grants to raise money, provide research to identify potential grant opportunities and maintained and interpreted grant applications. Helped develop and run social media outlets.

Mathew**MULLAN**

Supervising Developer

Education

Rowan University,
Glassboro, NJ,
BS Computer Science, 2012

Walden University, MS Information Technology with concentration in Information Assurance & Cybersecurity, 2016

Years in the Industry

7

Summary of Qualifications

Mr. Mullan has over 7 years of experience as an Information Technology Specialist, providing support services, customizing and developing applications for a nineteen office consulting engineering firm.

Currently as an Application Developer, he is in charge of companywide, million dollar projects involving coordination between business unit leaders and IT department. He has successfully lead and developed 20+ projects ranging from simple folder creation application to large multi-division client and project life-cycle tracking. He is also responsible for automation of all paper/manual information handling from on-boarding of new users to project/client billing automation and automation of archive process for paper documents and electronic files for clients/projects.

Mr. Mullan works closely with all departments of the company to deliver specific solutions based on the department's needs and is in charge of a development team of 6 members, overseeing and managing day to day activities He is a lead contact for all new development projects/automation projects.

Additionally, Mr. Mullan is also experienced at providing support for the installation of and updating software on machine's company-wide, installing hardware for desktops and laptops, building computers for new hires, setting up workstations, trouble-shooting hardware, and software issues, setting up all webinar/conference room projectors and phone conferences, building and maintaining production servers, troubleshooting network issues and phone system issues, group policy management, failover cluster management, managing user account with Active Directory and Office 365.

Mr. Mullan has handled training of all new employees in the company on all IT related standards, along with new members of the IT team. His strong project management and organizational skills has lead him to be responsible for planning and opening of all new offices, scheduling building construction, wiring, equipment purchases, installation of end user hardware and server room hardware, setup of internet/voice services.

Software Proficiencies

Web Development: HTML, CSS, JQuery, VB.Net, ASP.Net, AJAX, Bootstrap, ReSharper

Languages and Database Management: C#, VB, SQL, Powershell

Cloud-Powered Business Platforms: Office 365, SharePoint, Microsoft Azure

Applications: Microsoft Visual Studio, SQL Server Management Studio, Microsoft Access

Patrick**MIGLIACCIO**

Information Technology Developer

Education

Rutgers University, School of Communication and Information, New Brunswick, NJ, BA Information Technology and Informatics, May 2015

Years in the Industry

6

Summary of Qualifications

Mr. Migliaccio has 6 years of experience as an Information Technology Developer providing support services for a nineteen office consulting engineering firm.

In his role at T&M, he is responsible for the implementation of automated business solutions through the development of web-based applications. Solutions including the automation of project/client billing services, sales funnel management, and various other internal processes essential to the business of the firm.

Mr. Migliaccio was instrumental in the redesign effort of the corporate intranet. Hosted primarily in the SharePoint platform, the intranet contains information on recent happenings, corporate messaging, project information, employee services, a company store and much more.

T&M's company website is maintained by Mr. Migliaccio, who provides continual enhancements to the infrastructure, design, and marketability of the site. Through improvements in content layout, search engine optimization, and advertising campaigns, based on insights driven from web analytics, he has improved site traffic and overall visibility for T&M in the web sphere.

Prior to joining T&M, Mr. Migliaccio gained experience in the consumer product market, working as a web administrator for a Coffee Distribution Company. He coordinated a web development effort and eCommerce solution to fund an online business, associated with 10 retail locations. Additionally, he was responsible for coding scripts and macros for the organized accumulation of data exported from POS systems.

Software Proficiencies

Front-End Web Development: HTML, CSS, JavaScript, AngularJS, Bootstrap, CMS

Server-Side Languages, Databases, & Versioning: C#, ASP.NET, REST APIs, SQL Server, Git

Cloud-Powered Business Platforms: Azure, Office 365, SharePoint

User Interfacing & Graphic Design: Adobe Photoshop, Illustrator

Applications: Visual Studio, Microsoft Office, Visio

Jaclyn J Flor, PE, PP, CME

President, Chief Executive Officer

ENGENUITY

Education
Florida Institute of Technology,
BS, Civil Engineering, 1999

Professional Registrations/ Affiliations
Licensed Professional Engineer in New Jersey and Pennsylvania
Professional Planner in New Jersey Certified Municipal Engineer

Areas of Expertise
Municipal Engineering, Civil Engineering, Planning, Transportation, Sustainable Urban Design, Preparedness, Disaster & Recovery

Summary of Qualifications

Ms. Flor is a Licensed Professional Engineer and a Licensed Professional Planner. She provides consulting engineering and planning services to a variety of clients which include local governments, county governments and redevelopment agencies. Throughout her career Ms. Flor has served as the Borough Engineer of Sea Bright, NJ; and an Engineering Consultant to the City of Hoboken, Jersey City, Jersey City Redevelopment Agency, Hudson County, Bergen County, Somerset County, Red Bank Borough and Boards, Matawan Borough and Boards, South Plainfield Zoning Boards, Highlands Borough Boards, Monmouth Beach Borough and Boards, Manalapan Township Boards, West Long Branch, Middlesex Borough, Millstone Township, Borough of Metuchen, Borough of Carteret, Union Township, City of Elizabeth, Middletown Township, Marlboro Township Boards, City of Woodbridge Boards, Englewood Township Boards, and the City of Long Branch. As a Coastal Engineer, Ms. Flor provided Engineering services to the NJDEP, Sea Bright, NJ, City of Key West, FL, Panama City Beach, FL, Estero Island in Fort Myers, FL, and Fire Island, NY.

Ms. Flor, who specializes in sustainable urban design, managed the Canal Crossing in Jersey City project, a 111 acre redevelopment area consisting of 30 Brownfield sites. The design of these 40 new City blocks includes a new light rail station, separation of the combined sanitary sewer, new water mains, streetscapes, multiple urban parks, road design and a new street grid that subdivides 17 existing city blocks into 40 new city blocks. She managed several notable projects in Hoboken, which include First Street Revitalization and Citywide Wayfinding, construction management of Observer Highway, and Washington Street "Complete Streets" Redesign. She managed the Bulkheads project in Neptune Township, and a USEPA Brownfields Community Wide Assessment project that includes 11 targeted sites in the Township. While the head of a Storm, Disaster and Recovery Practice, she managed a $32M storm hardening project with NJDEP for the design repairs of several miles of seawall in Sea Bright and Monmouth Beach. Ms. Flor managed the Circulation Element of the Jersey City Master Plan which won the 2009 Outstanding Plan Award in NJ as presented by the APA.

She was the recipient of the 2015 NJBIZ Forty Under 40 award, and 2016 ENR NY's Top 20 Under 40 for 2016. She has lectured and appeared on panels including the 2013 APA NJ Planning Conference on Stormwater Harvesting and Sustainable Infrastructure; the ASCE Infrastructure Seminar at NYU in April 2013 on the Impacts of Sandy to NJ Infrastructure; Rutgers University, NJ, on the infrastructure damage from Superstorm Sandy; and the 2009 APA New Jersey Planning Conference where she provided guidance on the integration of transportation planning and land use planning. Ms. Flor has also lectured several times at Columbia University, NYC, on Building Sustainable Cities and Stevens University on Complete Streets, Green Infrastructure and Integrated Design. She has been published by ASCE on Hurricane Sandy Recovery.

Key Projects

Washington Street "Complete Streets" Redesign, Hoboken, NJ. Consulting Engineer responsible for the development of the final integrated design and construction documents for the renewal and improvement of Washington Street, a 15 block commercial corridor in the City. Designated as a "Great Street" by the American Planning Association in 2010, Washington Street is about to undergo enhancements to improve pedestrian safety, expand access to mass transit, and accommodate an increase in multimodal activity and use to support residents, businesses, visitors, and commuters. This "Complete Streets" revitalization project follows an extensive community-based planning process conducted by the City to solicit public feedback and gain consensus on the final preferred design alternative. The project will replace aging watermains, sidewalks, street furnishings, and resurface the roadway. It will also improve mobility with new bikeways, modernized traffic signals at 15 intersections, and new bus shelters; and boost environmental performance and resiliency through added green infrastructure, upgraded LED lighting fixtures, and a new microgrid.

First Street Streetscape Revitalization and Citywide Wayfinding, Hoboken, NJ. Consulting Engineer for improvements of a 12 block corridor including development of a new citywide wayfinding signage plan, city logo and tagline. The overall design integrates the use of green infrastructure and NJDOT's Complete Streets concepts. Streetscape improvements include curb bump outs, rain gardens, landscaping, street trees, banners, bicycle parking, benches, crosswalks, ADA compliant curb ramps, daylighting posts, wayfinding signage, solar powered trash and recycling compactors, and kiosks with touch screens. Funding was received from the NJEDA through a CDBG-DR. The project includes focus groups, stakeholder interviews, and public meetings for a collaborative process to revitalize the corridor that is recovering from Superstorm Sandy, and to create a brand identity for the logo and signage that represents the essence of the City.

Canal Crossing, Jersey City Redevelopment Agency, Jersey City, NJ. Project Manager for the engineering and survey of Canal Crossing, a 111-acre redevelopment area. The design of this new urban development included a new light rail station, division of the combined sanitary sewer into separate stormwater and sanitary infrastructure, new water mains, streetscapes, multiple parks, roadway designs, and a new street grid that subdivided 17 industrial blocks into 40 new city blocks. The site consists of multiple brownfields and required innovative design for construction within the remediated areas because much of the tract was covered with a capillary break post remediation.

2014 Road Program- Contract B, City of Hoboken, NJ. Consulting Engineer for oversight of project management, engineering design, advertising, bidding, and construction administration and inspection for a project that consisted of complete street design, bike lanes, curb bump outs, a rain garden, ADA ramps, and mill and overlay.

Ocean Avenue Streetscape Revitalization, Sea Bright, NJ. Borough Engineer for the design and construction inspection services for new sidewalks, ADA compliant curb ramps and crosswalks, the installation of pedestrian street lights, trees, furniture including bike racks, benches and trash and recycling receptacles, as well as the use of bicycle safe grates and the incorporation of green stormwater infrastructure where possible. The improvements are to be coordinated with NJDOT improvements in the roadway to accommodate a new parking configuration. CDBG-DR funding from the NJEDA will help offset some of the costs of this project.

Master Plan Circulation Element, Jersey City, NJ. Responsibilities included overall project management; oversight of a mobility study and survey; organizing and administering technical advisory committee and stakeholder meetings; public visioning meetings and feedback sessions; analysis of projected build-out; development of goals, objectives, strategies and actions; identification of indicators to monitor plan implementation progress; identification of ROW needs and potential alignments/station locations for Hudson-Bergen Light Rail; mapping potential roadway grids; establishing a functional classification system; creation of typical roadway sections; traffic calming and sidewalk maintenance plans; and review of volume capacity ratios on local roadways to verify adequacy of plan.

Relevant Experience

T&M has extensive expertise in providing contract management, administration and construction inspection services to successfully implement complete street project designs of this nature. Our design and construction administration and inspection experience includes roadway reconstruction, streetscapes, water main replacements, stormwater management, traffic signals, lighting and utilities, along with the management of NJDOT local Aid, NJDEP and NJEIFP/NJEIT grant deliverables and close-out. Over the past 5 years, we have successfully procured, managed and closed-out over $200 million worth of construction projects through these programs, which demonstrate our specialists are thoroughly familiar with the required deliverables of these funding program. This extensive experience with each of these funding resources will be a significant benefit to the City in the execution of the construction of this project.

Over our 50 year history, we have provided construction management, administration and inspection on a variety of similar projects which have included but not limited to the construction of roadway resurfacing, reconstruction and striping, streetscape improvements, sidewalks, curbs and ADA ramps, water and main replacement, stormwater management and drainage improvements, green infrastructure, utilities and underground conduits, street lighting, bicycle lanes, wayfinding signage and traffic signal replacement. Our expertise in providing these services, together with our working knowledge of the design of this project and history servicing the needs of Hoboken provides an added value which our competitors cannot compare to.

The following pages demonstrate a sampling of our experience relevant to the Washington Street project.

Contract B Roadway Improvements was part of the City's 2014 Road Resurfacing Program which T&M recently completed the design and construction services for. The project in addition to the necessary roadway resurfacing, presented an opportunity to incorporate green infrastructure and complete street enhancements. The project design looked at both improving the infrastructure of the roadway and drainage system but also improving facilities for pedestrians and bicyclists while enhancing the overall visual look of the area. Dedicated bike lanes were provided for cyclists while high visibility crosswalks, textured pavement and LED illuminated stop signs were provided to improve pedestrian safety. In addition, landscaping and green infrastructure improvements were provided with a rain garden to reduce the amount of pavement while providing a visibly pleasing collection of plantings which also helps to reduce the amount of stormwater runoff entering the existing drainage system.

Client
Hudson County

Location
Hoboken NJ

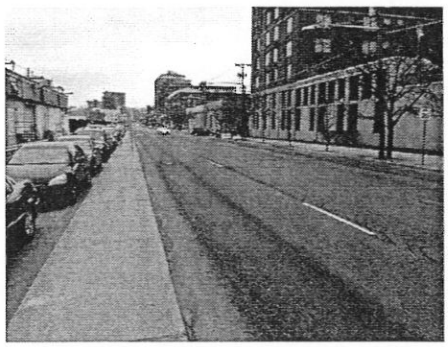
Contact
Jose Sieira
Project Manager
201.558.7020

Services Provided
Construction Management & Inspection

Project Duration
2015 – Ongoing

Observer Highway & Newark Street Improvements

T&M is providing construction management and inspection services for the County on two heavily traveled roadways in Hoboken. The projects consist of:



Observer Highway

Observer Highway, located on the southern end of the City, serves as a critical arterial for access into and out of Hoboken. The project limits consist of the segment of Observer Highway from Henderson Street to Hudson Street. In its previous configuration as a four lane road (two lanes eastbound, two westbound) with no median and sidewalk only along the northern side, Observer Highway provided very limited options for alternative modes of transportation. The configuration, with uncoordinated traffic signals, impeded the safe and efficient flow of traffic. Over the last 10 years, several major residential developments were established along this corridor, which increased the volume of pedestrians, bicyclists and vehicles using the roadway. The project goal is to modify this roadway following many of the Complete Streets principles adopted by NJDOT, Hudson County and the City of Hoboken to enhance various means of transportation (including non-motorized).

It is being reconfigured as a pedestrian path, and separated two-way bicycle lane to allow for both a pedestrian and bicycle path along the southern end, while improving the flow of traffic with new synchronized traffic signals. In addition, a 12-foot wide painted median with left turns has been added and parallel parking has been established on both sides of the road.

Newark Street

Newark Street is a primary pedestrian route for commuters accessing the Hoboken Terminal, and the project includes a segment of Newark Street between River Street and Hudson Street. The Hoboken Terminal and its surrounding area is a major hub of vehicular traffic, pedestrians, and bicyclists. The design of the project eases traffic congestion and enhances pedestrian safety in this area, given the high volumes of both vehicles and commuters through widening of sidewalk. A pedestrian plaza or "pocket park" will be constructed on the south side of Newark Street and deteriorated striping and non ADA-compliant curb ramps will be corrected. The Newark Street cartway asphalt was replaced with cobblestone, restoring the historic character of the street. The signal timing at Newark Street/Hudson Street will be also be modified to provide better vehicular and pedestrian flow in this area. Federal funding was secured for this project through the North Jersey Transportation Planning Authority, Transportation Improvement Program, an NJDOT Transportation Enhancement Grant, and additional funding from Congress.

Client
City of Hoboken

Location
Hoboken, NJ

Contact
Stephen D. Marks, PP, AICP, Municipal Manager, 201.420.2059

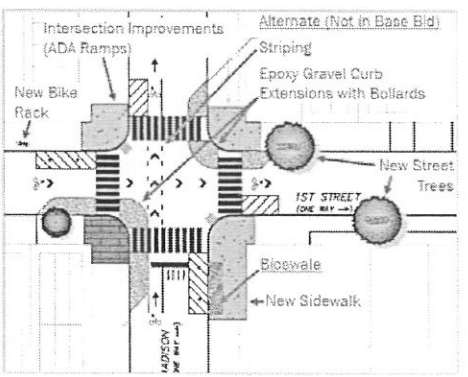
Services Provided
Streetscape Design, Roadway Design, Civil Engineering, Permitting, Green Stormwater Design, Landscape Architecture, Grant Administration, Public Meetings, Press Briefings, Branding & Wayfinding, Construction Management & Inspection

Project Duration
November 2014 – Summer 2016

Construction Cost
Est. $1.14 million

First Street Streetscape Revitalization & Citywide Wayfinding System

T&M is working closely with the City of Hoboken on the First Street Streetscape and Citywide Wayfinding System project, which is scheduled to complete construction in June 2016. The First Street Corridor is a mixed use commercial area in a low to moderate income area of the City. Businesses and property owners in this area experienced 7 feet of floodwaters during Superstorm Sandy that caused extensive devastation.



The First Street Revitalization project is an opportunity to support the rebirth of this 12 block, approximately 0.8 mile corridor, spanning from Bloomfield Street to Paterson Road. T&M's integrated design approach incorporates the use of green infrastructure and NJDOT's Complete Streets concepts. Streetscape improvements include curb bump outs, rain gardens, landscaping, street trees, bicycle parking, benches, crosswalks, ADA compliant curb ramps, daylighting posts and wayfinding signage.

The wayfinding component involved public engagement, meetings with stakeholders, and focus groups. The new wayfinding signage creates a more navigable City, promoting the use of all forms of transportation; i.e., biking, walking, bus, rail, taxi, parking, etc. Through T&M's creative and comprehensive visioning process, the wayfinding component directs pedestrians and vehicles with gateway signage, kiosks, and directional blades to the First Street corridor, but also to other commercial destinations, landmarks, parks, institutions, historic locations, etc., throughout the City. The project includes navigation signage as well as commercial district branding and signage. The use of banners, murals, mosaics, and kiosks allow for future sponsorship opportunities. T&M worked with M Studio on the graphic design for the branding and wayfinding component of this very challenging project.

Funding was received from the NJEDA through a CDBG-DR. T&M assisted the City with the management of the grant, performing all tasks necessary for successful administration and completion of the project.

Client
Monmouth County

Location
Colts Neck, NJ

Contact
Joseph Ettore
County Engineer
732.431.7760

Services Required
Construction Administration & Inspection

Project Duration
2014 – Ongoing

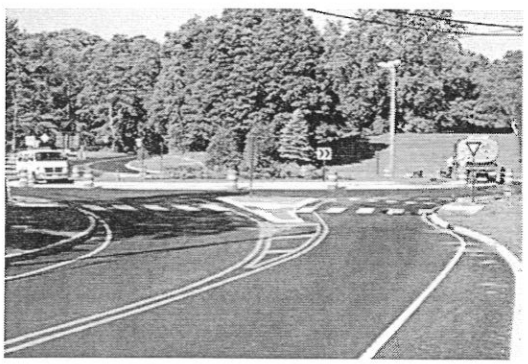
County Route 4, County Route 46 & Heulitt Road

T&M was selected to provide inspection and contract administration services for reconstruction of a dangerous intersection in Colts Neck into a roundabout at the intersections of at CR 4 (Crine Road), CR 46 (Dutch Lane Road) and Heulitt Road. Construction of the improvements for drainage and grading, and installation of the landscaping and lighting, was performed with daily traffic staging. Stage 1 of construction consisted of daily closures and detouring of one approach roadway at a time. Stage 2 consisted of closing the entire intersection and detouring all traffic onto Prothero Road, Heyer's Mill Road, Conover Road, Route 34, Flock Road, and Cedar Drive. The improvements widened the approach roadways to the roundabout to accommodate the new central island.

Geometrically, the roundabout consists of:

- A 21-foot circulatory travel lane, 1-foot shoulders and a 10-foot truck apron.
- The approach from Crine Road (CR 4) consists of two 12-foot travel lanes with 3-foot shoulders to the south and 5-foot shoulders to the north.
- The approach from Dutch Lane (CR 46) consists of two 12-foot travel lanes with 3-foot shoulders
- Heulitt Road was widened from two 12-foot lanes to a variable width roadway approaching the roundabout.

Construction of full depth pavement, concrete curb, and truck and driveway aprons were required as part of the roundabout construction process. Other items addressed were drainage improvements, roadway lighting, ADA compliant curb ramps, milling and overlay, landscaping, and signing and striping. There were extensive utility relocations during construction that required close coordination between T&M's Resident Inspector, Earle Asphalt and the utility companies.



Client
Hudson County

Location
Hoboken, Jersey City, Kearny, North Bergen and Union City, NJ

Contact
Jose Sieira
Project Manager
201.558.7020

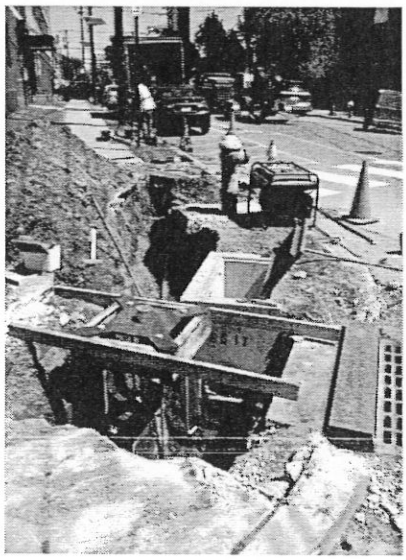
Services Required
Traffic Signal Design, Intersection Improvements, Construction Administration & Inspection

Project Duration
2013 (Design)
2013 – Ongoing (Construction Administration & Inspection)

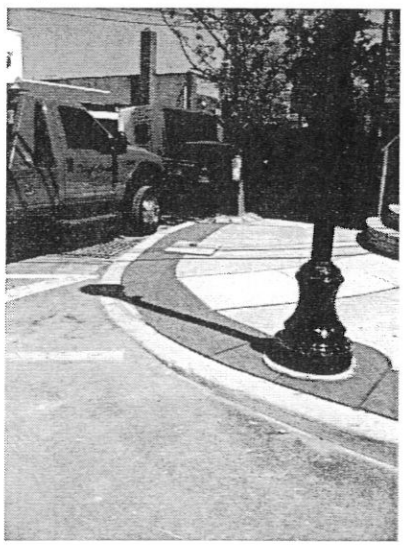
Construction Cost
$1.7 M – Package T
$1.2 M – Package U

Traffic signal improvements to 21 intersections (Packages T & U)

T&M was contracted to design upgrades for traffic signal equipment/ operations and improvements for pedestrian accessibility and safety for Package T (13 intersections) and Package U (8 intersection). The Transportation and Traffic Engineers compiled traffic and pedestrian counts and performed an operational analysis at each intersection. The design scope of work also included utility coordination, and upgrades of curb ramps, curbs, and sidewalks to meet current ADA guidelines.



T&M also prepared construction plans and is providing construction administration and inspection services in conjunction with the partial and full upgrades of the traffic signals at various intersections. The fully upgraded intersections require removal and replacement of the entire signal system. The partially upgraded traffic signals receive new vehicular and pedestrian signal indications, pushbuttons, wiring, and a new controller assembly and retain the existing foundations, poles/mast arms, junction boxes, and conduits. If required to meet MUTCD and ADA guidelines, the partially upgraded intersections are constructed with additional foundations, poles, conduit, wire, and signal indications. A significant project objective is to ensure compliance with current MUTCD and ADA requirements for all traffic signal installations within project limits.



Traffic Signal Operational Improvements

Client
Cape May County

Location
Ocean City & City of Wildwood, NJ

Contact
Dale Foster, PE
County Engineer
609.465.1035

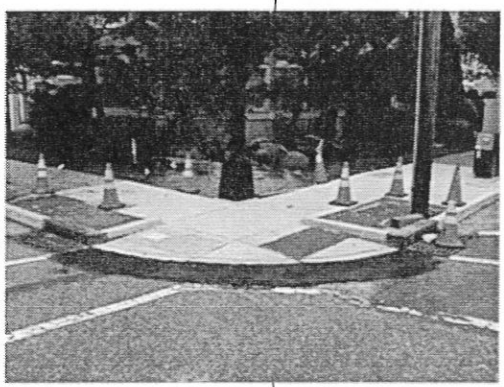
Services Provided
Construction Engineering Services

Project Duration
2012

Construction Cost
$118,136

T&M provided Professional Construction Engineering Services for the traffic signal operational improvements on 34th Street (CR 623) from Bay Avenue to Central Avenue in the City of Ocean City and on Rio Grande Avenue (CR661) from Susquehanna Avenue to Ocean Avenue in the City of Wildwood. The project included the upgrades and replacements to the current standards and synchronizing of the traffic signal systems at the 34th Street intersections with Bay Avenue, West Avenue, Asbury Avenue and Central Avenue in Ocean City, to meet the Manual on Uniform Traffic Control Devices (MUTCD) requirements. Additionally, the existing traffic signals from Susquehanna Avenue to Ocean Avenue in the City of Wildwood were replaced and upgraded to also meet compliance with the MUTCD. The project has State and *Federal* funding and was audited by NJDOT.

The scope of work covered under the Construction Contract encompassed the following:



- Replacement of all traffic signal equipment
- Installation of new signage & new aluminum poles
- Asphalt pavement repairs
- Concrete vertical & sloping curbs & sidewalks
- Installation of ADA (handicap) ramps
- Installation of detectable warning surfaces
- Replacement of existing signal poles
- Saw-cutting existing pavement
- Installation of electrical conduits
- New controllers & concrete bases
- Installation of traffic signal cables
- Installation of new pedestrian signals
- Installation of new meter cabinets
- Install of pedestrian signal heads, signal mast arms & traffic signal standards
- Traffic striping, markings & symbols
- Installation of regulatory warning signs

Maintenance & protection of traffic, including the use of required traffic cones, drums, barricades, cushioned crash trucks, advance warning and applicable detour signs and directional flaggers as required.

West End Theater District Streetscape Revitalization Program, Phase I – 19th Street

Client
City of Allentown

Location
Allentown, PA

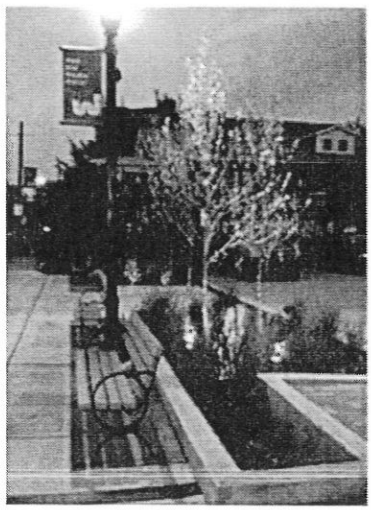
Contact
Craig Messinger, Interim Director of Public Works, 610.437.7587

Services Provided
Streetscape Design, Civil Engineering Permitting, Green Stormwater Design Landscape Architecture Public Meetings Press Briefings Construction Management & Inspection

Project Duration
2011 – 2014

Construction Cost
$3,100,000

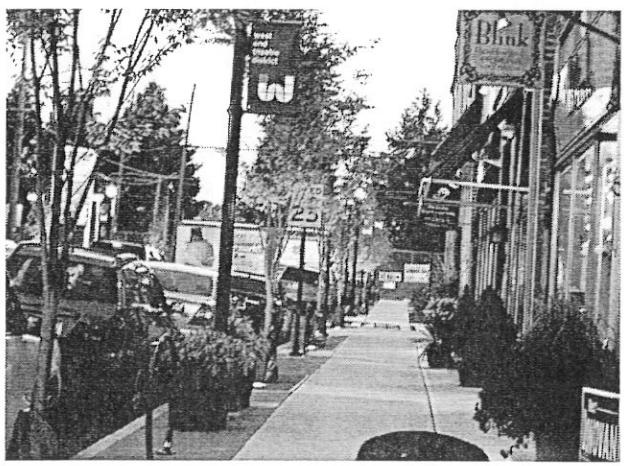
Awards & Recognition
American Planning Administration, "Great Places in Pennsylvania" Award (2014)
Lehigh Valley Planning Commission (LVPC), Transportation Project Honoree
House of Representatives of PA, Project Citation
PA State Senate Project Citation



T&M provided professional engineering and landscape architectural services necessary for the design, bidding, and construction administration and inspection of streetscape improvements in the West End Theatre District of the City of Allentown.

The first section included the streetscape and stormwater improvements of 19th Street from Liberty Street to Tilghman Street. The overall project impacted an area of more than seven city blocks and also included the periphery of the fairgrounds. The scope of work also involved the identification of regions within the City's West End District that were suitable for incorporation of GI facilities.

Project elements included large bioretention cells in box planters at the corner of 19th and Allen Streets. The source of tributary runoff for the bioretention cells is a commercial parking lot and several nearby buildings. T&M designs included decorative tree fences mounted to depressed curbing to prevent foot traffic from weaving into these "recessed" planted areas. Raised fences were used as an aesthetically pleasing alternative to notched curbing. Raised fences were incorporated into the design to instead of traditional curbing to reduce tripping hazards. The incorporation of facilities such as this will be counted towards the City's CSO Consent Order with the State.



Client
Township of Ocean

Location
Ocean Township, NJ
(Ocean County)

Contact
Cliff Keen
Water & Sewer
Superintendent
609.693.3668

Services Provided
Planning, Design,
Construction
Administration

Contracted
October 2013

Completion Date
Design: May 2014
Construction: June
2016

Engineering Fee
$436,000

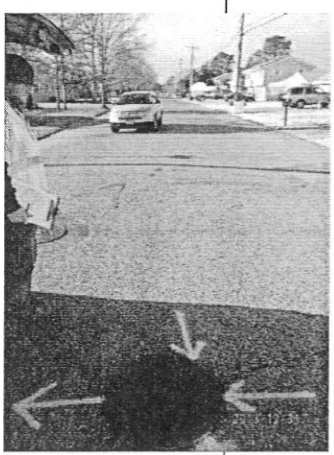
Construction Cost
$4,970,000

Water & Sewer Main Replacement In Skipper's Cove, Seneca Boulevard & 11th Street

T&M has been retained by the Township of Ocean (Waretown) as the on-call Engineer for the Township, Water & Sewer Department and the Township Planning and Zoning Boards. The Township owns and operates the existing sanitary sewer collection system, two water treatment facilities and water distribution piping throughout most of Ocean Township and portions of Barnegat Township, which services approximately 10,000 residents within an approximately 32,000 square mile area. Each year, T&M assists the Township with on-call services related to operations of its water and sewer systems.

Under our annual appointments, T&M assists the Township with on-call services related to operations of its water and sewer systems, water treatment facilities, sewer collection system and water distribution system which have been upgraded systematically to improve reliability and eliminate inflow and infiltration in an area of town that is serviced by 4" and 6" asbestos cement pipe (ACP) water mains and 6" & 8" ACP sewer mains.

The Skipper's Cove section of Waretown, is comprised of "finger streets" and lagoons stemming from Hornblower Boulevard. These streets include Peg Leg Way, Long John Silver Way, One Eye Way, Davey Jones Way, Cutlass Way, Jolly Roger Way, Hawkins Way, and Cove Drive. Additionally, the water and sewer mains on the eastern portion of Seneca Boulevard and its downstream branch on 11th Street, and several storm drainage structures and stormwater outfalls were replaced to alleviate roadside flooding and address undersized drainage infrastructure. Combined, these ten streets include a total of 18,000 LF of ACP water and sewer mains.



Our team prepared planning and loan documents including an evaluation of alternatives, environmental and cultural impacts, permit requirements and development of project costs. The design included rehabilitation and/or replacement of sewer mains and replacement of all ACP water mains and stormwater improvements that included everything from re-grading of roadways to improving drainage and replacing existing stormwater outfalls. We performed field inspection of all manholes and met with operators to discuss specific problem areas. The project once completed, will improve low flow and pressure conditions which exist and address emergency responses resulting from failing sewer mains.

This water and sewer improvement project also included new water and sewer service connections from the main up to the curb, replacement of the existing hydrants and water valves and trench and road restoration after the work is completed. Where economically advantageous and to minimize disruptions, portions of the sewer mains and sanitary manholes will be cured in place liners. Installation of the water main will be done through open cut excavation. The ACP mains removed will be in accordance with NJDEP standards for removal of hazardous materials.

Client
Township of Wayne

Location
Wayne, NJ

Contact
Heather Vitz-Del Rio
Director of Public Work
973.694.1800 x3219

Services Provided
Water Main Design, Permitting, Construction Administration

Contracted:
November 2013

Completion Date
Ongoing

Engineering Fees
Design/Bidding - $58,815
Construction Services - $120,200

Construction Cost
$522,725

New Street & Newark Pompton Turnpike Water Main Replacement

The Township of Wayne contracted T&M to design the replacement of approximately 2,200 linear feet (LF) of existing 6" cast iron water main within New Street with new 8" DIP pipe and approximately 7,000 LF of 10" cast iron water main in Newark Pompton Turnpike North and South with 10"DIP pipe. The existing water mains within these roadways were over 80 years old and subject to breaks.

The New Street Water Main serves a residential area consisting of approximately 50 homes and intersects with NJ State Highway Route 23. The North Pompton Turnpike Water Main serves residential, commercial and industrial uses, and is located on a Passaic County roadway that is heavily traveled during peak hours.

T&M prepared a conceptual and final design to replace the existing water mains, valves and fire hydrant assemblies that will allow continuous water service to all customers along the project route. A strong understanding of both County Roadway and New Jersey Department of Transportation (NJDOT) requirements for traffic control was a necessity. One of the primary objectives of the project team was to develop a layout that does not conflict with existing utilities and provides safe vehicle movement during construction.

The project was completed in 2 tasks. Task 1 consisted of the preliminary/conceptual design of the New Street and Newark Pompton Turnpike Water Main Replacement. Task 2 consisted of the Survey, Final Design (through recommendation of award) & Permit Submission of the New Street and Newark Pompton Turnpike Water Main Replacements.

T&M was also awarded construction services for these water main replacements.

Client
Union County

Location
Union, NJ

Contact
Thomas Mineo, PE
County Engineer
908.789.3675

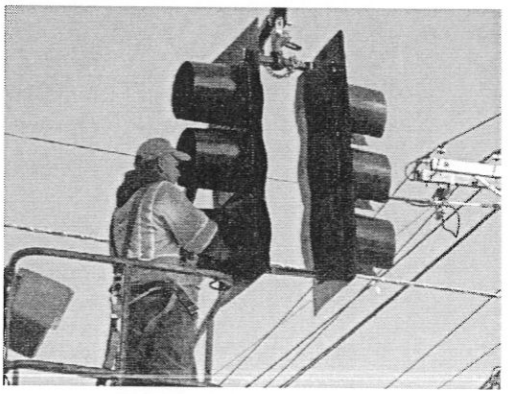
Services Provided
Construction Administration & Inspection

Project Duration
Ongoing

Construction Cost
$393,000

Vauxhall Road Intersection Improvements

T&M is providing construction administration and inspection services for improvements to two intersections on Vauxhall Road in Union Township. These portions of Vauxhall Road experience extremely heavy traffic during the morning and afternoon commuting hours.



Improvements at the Vauxhall Road and Pine Avenue/Barbara Avenue four way intersection include removal of two aerial cable supported quad head signals with four new mast arm signals. Improvements at the Vauxhall Road and Caldwell Avenue/Glenn Avenue offset "T" intersections include the removal of four mast arm signals with five new mast arm signals. Additional work at these intersections includes the replacement of curbs and sidewalks impacted by the construction, image detection systems, line striping, signs and ADA-compliant pedestrian ramps.

Maintaining vehicular and pedestrian access, including EMS/Fire/Police services, through the construction site is instrumental in managing the construction stage. T&M coordinates every phase of the construction with the contractor and all of the local stakeholders to ensure that the specified hours of operations are maintained and has also implemented a Public Outreach Program to keep the residents and the commuting public aware of the construction progress.

This project is being federally-funded by grants received from the NJDOT/FHWA. Pursuant to such regulations, T&M is handling the extensive documentation requirements and scrutiny associated with funding from these agencies.

Client
Middlesex County

Location
Piscataway, NJ

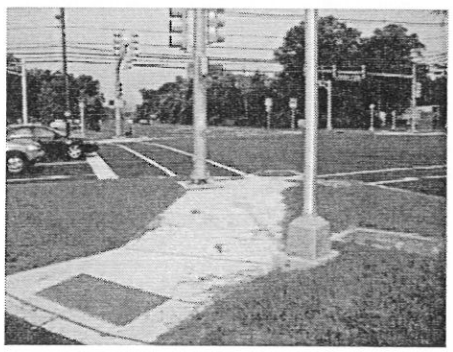
Contact
Richard Wallner, PE
County Engineer
732.745.3283

Services Provided
Construction Management and Inspection Services

Project Duration
2010 - 2011

Improvements To South Washington Avenue

T&M provided construction administration and inspection services for a $4.8 million project that was part of the County's overall plan to relieve chronic congestion on 0.75 miles of South Washington Avenue between Metlars Lane and Centennial Avenue. The project entailed significant relocation efforts of all major aerial utilities, installation of casing protection for underground utilities including a 20-inch high-pressure gas pipeline. Other major project elements included roadway widening from two to four lanes involving 14,000 SY of milling, 8,140 tons of HMA base, 4,530 tons of HMA surface course, 8,000 LF of granite block and concrete curbs, 1,100 LF of beam guide rail, 21,000 LF of traffic striping, and over 300 RPMs. The existing signalized intersection was upgraded with new signals, ped heads, image detectors, and control equipment. Over 1,100 LF of large diameter reinforced concrete elliptical drainage pipe was constructed with five new detention basins. Another major project element was construction of a three- sided precast concrete culvert including parapet walls with stone-type form liner and rustification. Significant drainage improvements were also proposed, including asins.



Client
Middlesex County

Location
Piscataway, NJ

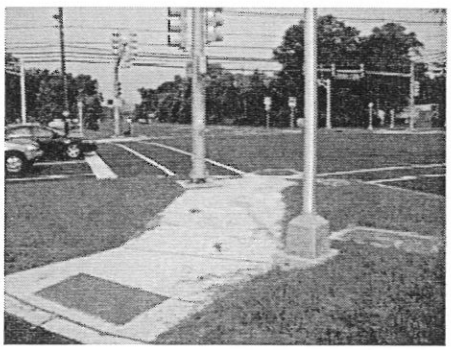
Contact
Richard Wallner, PE
County Engineer
732.745.3283

Services Provided
Construction Management and Inspection Services

Project Duration
2010 – 2011

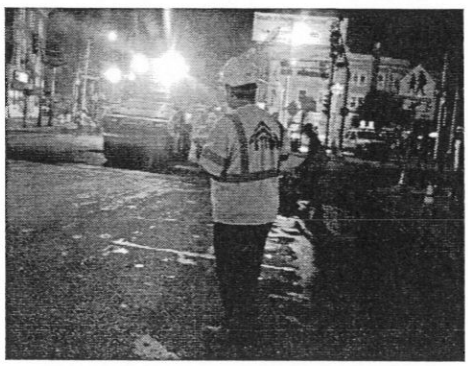
Improvements To South Washington Avenue

T&M provided construction administration and inspection services for a $4.8 million project that was part of the County's overall plan to relieve chronic congestion on 0.75 miles of South Washington Avenue between Metlars Lane and Centennial Avenue. The project entailed significant relocation efforts of all major aerial utilities, installation of casing protection for underground utilities including a 20-inch high-pressure gas pipeline. Other major project elements included roadway widening from two to four lanes involving 14,000 SY of milling, 8,140 tons of HMA base, 4,530 tons of HMA surface course, 8,000 LF of granite block and concrete curbs, 1,100 LF of beam guide rail, 21,000 LF of traffic striping, and over 300 RPMs. The existing signalized intersection was upgraded with new signals, ped heads, image detectors, and control equipment. Over 1,100 LF of large diameter reinforced concrete elliptical drainage pipe was constructed with five new detention basins. Another major project element was construction of a three- sided precast concrete culvert including parapet walls with stone-type form liner and rustification. Significant drainage improvements were also proposed, including asins.



Recent Examples of Grant Administration Assistance with Roadway & Streetscape Projects

- More than $15 million in NJDOT funding for roadway, sidewalk, stormwater and streetscape improvements projects.
- $3.5 million in funding for NJDOT Local Aid for 2015:
  - $170,000.00 West Deptford Township, for Lancing and Sterling Road Improvements
  - $400,000.00 South Plainfield Borough, for Franklin Avenue Improvements
  - $240,000.00 Avon-By-The-Sea Borough, for East End and Washington Avenues
  - $240,000.00 Colts Neck Township, for Laird Road Improvements- Phase II
  - $83,000.00 Highlands Borough, for Miller Street Reconstruction



  - $172,000.00 Keansburg Borough, for Leola Avenue Improvements
  - $213,000.00 Keyport Borough, for Elizabeth Street - Phase II
  - $235,000.00 Rumson Borough, for East River Road and Ridge Road Curb and Sidewalk Improvements
  - $200,000.00 Sea Bright Borough, for Atlantic Avenue, Bellevue Place, and Willow Way Reconstruction
  - $160,000.00 West Long Branch Borough, for Locust Avenue SW Improvements
  - $288,267.00 Little Egg Harbor Township, for Improvements to Oak Lane
  - $325,000.00 Manchester Township, for Broadway Blvd Improvements
  - $325,000.00 Ocean Township (Waretown), for Improvements to Oregon Avenue
  - $325,000.00 Point Pleasant Beach Borough, for Improvements to Harvard Road
  - $175,000.00 Bound Brook Borough, for Thompson Avenue Reconstruction

Recent Examples of Projects Involving NJEIT & NJEIFP Funding

The list below are examples of the clients and various projects which T&M has provided funding procurement, management and construction service assistance over recent years.

Atlantic Highlands/Highlands Regional Sewerage Authority
Force Main Replacement, $3.14 mi
Atlantic Highlands PS Improvements, $250k
Force Main Rehabilitation, $150k
Highlands Pump Station Improvement, $250k

Bayonne Municipal Utilities Authority
North Arlington Valve & Meter Repairs, $900k

Berkeley Township Sewerage Authority
Pelican Island, Archer & Ronald Avenue Sewer Rehabilitation, $2.25 mi
Sanitary Sewer Installation, $4.66 mi

Borough of Bogota
Inlet Replacement & Sanitary Sewer Rehabilitation, $800k
River Road Stormwater Pump Station, $5.0 mi

Borough of Bound Brook
Vosseler Avenue Sewer Phase 3, $140k

Borough of Carteret
Noe Street Stormwater Pump Station Construction, $7.34 mi
Roosevelt Avenue PS Improvements, $5.0 mi
Turnpike Sewer Interceptor, $1.0 mi

Client
Borough of Keansburg

Location
Keansburg, NJ

Contact
Chief Raymond O'Hare
Borough Manager
732.787.0215 x203

Services Provided
Stormwater Management, Survey, Roadway Reconstruction, Sewer Construction & Rehabilitation, Permitting, Construction Administration & Inspection

Project Duration
Phase I
Mar 2011 - Mar 2012

Phase II
Mar 2014 - Oct 2015

Construction Cost
Phase I - $685,000
Phase II - $438,000

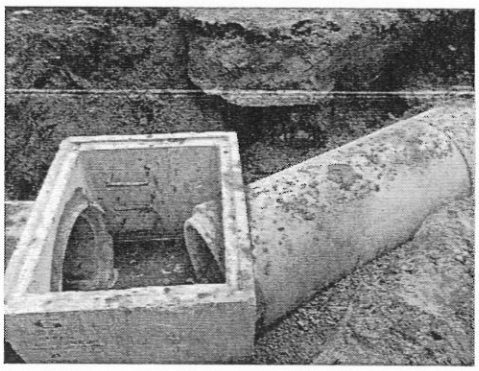
Raritan Avenue Drainage Improvements

Based on a preliminary investigation performed by T&M, it was concluded that the existing drainage system along Raritan Avenue, from Carr Avenue to the Bayfront Outfall #13 was in poor condition and failing. Over recent years, the Borough of Keansburg has experienced collapsed pipes, sinkholes, roadway deterioration and flooding throughout this flood-prone area as a result of the failing system. A new drainage trunkline along Raritan Avenue from Beachway south to East Shore Street was necessary.

This project was completed in two phases:

Phase I - Raritan Avenue from Beachway Avenue to Center Avenue

Phase II - Raritan Avenue from Belleview Avenue to East Shore Street and East Shore Street and Oak Street between Raritan Avenue and Carr Avenue.



This project included the removal and replacement of approximately 2,850 LF of reinforced concrete pipe (RCP) drainage pipe and structures, pavement trench repairs, milling and pavement overlay of various intersections and replacement of existing curb and sidewalk as necessary for the pipe and structure installation. New ADA curb ramps were also provided throughout the project limits. Driveway aprons and walkways were repaired as necessary. Installation of a new 6-inch water main on Raritan Avenue from Seabreeze Way to Center Avenue was included in the design.

T&M provided engineering design, bidding assistance, construction administration and part-time field observation for both phases of the project.

The Borough obtained two NJDOT Municipal Aid grants to fund portions of both phases of this project. Additionally, the balance of the Phase II Drainage Improvements were funded by a Community Revitalization Grant from the New Jersey Economic Development Authority.

Borough of Dumont
- NJEIT Phase 2 Improvements, $2.8 mi
- NJEIT Phase 3 Improvements, $3.6 mi

Borough of Fanwood
- Glenwood Avenue Area Drainage Improvements, $1.7 mi

Borough of Highlands
- Stormwater System Improvements, $5.83 mi

Borough of Manasquan
- Water Plant Replacement, $4.73 mi

Borough of Matawan
- Middlesex Road Storage Tank Rehabilitation, $1.0 mi
- Middlesex Road Water Treatment Plant Improvements, $4.44 mi

Borough of Middlesex
- Bound Brook Pump Station Improvements, $180k

Borough of Red Bank
- Pressure Filter Improvements, $2.51 mi
- Water Plant Improvements at Chestnut Street & Tower Hill, $1.05 mi

Borough of River Vale
- Salt Shed Installation, $250k

Hamilton Water Pollution Control
- Force Main Repair, $500k

Jersey City Municipal Utilities Authority
- Improvements to 3 Pump Stations, Flood Hardening, $1.30 mi
- 30" Transmission Main Installation, $13.5 mi

Linden Roselle Sewerage Authority
- Liquid End Upgrades, $8.74 mi

Little Egg Harbor Township
- Twin Lakes Blvd. Drainage Improvements, $2.90 mi

Medford Lakes Borough
- Collection System Lining Improvements, $7.94 mi

Northwest Bergen County Utilities Authority
- Midland Park Force Main Installation, $2.34 mi
- Wastewater Pump Station Improvements, $3.64 mi
- Wastewater Treatment Plant Improvements, $2.81 mi
- Security System Upgrades, $330k
- Waste Activated Sludge & Aeration System Improvements, $2.2 mi
- Franklin Lakes Sanitary Sewer, Pump Station & Force Main, $5.0 mi
- Incinerator No. 1 Improvements, $2.3 mi
- USR Regional Pump Stations, $4.85 mi
- Incinerator Upgrade & Repairs, $6.15 mi

Ocean Township Sewerage Authority
- 2016 Collection System Improvements, $350k
- Asbury Ave & Longview Pump Station Improvements, $1.70 mi
- 2013 Collection System Upgrades, $ 3.4 mi
- Interlaken Pump Station Reconstruction, $2.5 mi

Ocean Township
- Pebble Beach Water & Sewer Main Improvements, $3.03 mi
- Generator Replacement, $0.96 mi
- Skipper's Cove Water and Sewer Main Replacement, $5.2 mi
- Montclair Road Water and Sewer Improvements, $700k

Plainfield Municipal Utilities Authority
- Rock Avenue Regional Pump Station, $3.0 mi

Rockaway Valley Regional Sewerage Authority
- PT Building Modifications, $3.27 mi

South Monmouth Regional Sewerage Authority
- Belmar Pump Station Upgrades, $2.0 mi

Toms River Municipal Utilities Authority
- Directional Drilling Electrical Design, Pump Stations, $950k

Town of Harrison
- Water Main Improvements, $3.5 mi

Township of Cranford
- South Avenue Lining Project, $450k

Township of Middletown
- Leonard Ave Drainage Improvements, $1.0 mi
- Shadow Lake Dredging, $3.88 mi

Township of Stafford
- GSP Water Main Crossing, $3.0 mi

Township of Toms River
- Drainage Improvements & Equipment Purchase, $2.6 mi

Township of Union
- West Branch Interceptor, $800k

Western Monmouth Utilities Authority
- Route 79 Pump Station & Force Main Replacement, $3.05 mi
- Pine Brook Sewage Treatment Plant Improvements, $9.00 mi
- Pine Brook Interceptor, $1.44 mi
- UV Sterilization, $1.9 mi

Jersey City Municipal Utilities Authority | 30" Transmission Main Installation

A section of this distribution system included a 30" and 24" transmission water mains fed from a ground level storage tank located off of Troy Street and Summit Avenue. A branch of the transmission system traversed through the City streets and dead ends with a 30" line near the intersection of Green Street and Morris Street. Another branch of the transmission system traversed towards the western side of the City to terminate in a 20" line in the vicinity of Halladay Avenue and Communipaw Avenue. T&M completed the loop of this transmission system from the intersection of Green Street and Morris Street to the western portion of the City to eliminate two existing water main dead ends, improve system reliability and avoid potential future operational problems. The proposed 30" interconnecting water transmission main ran from the Green Street and Morris Street intersection, along Morris Street, through the Liberty Harbor North and Grand Jersey Redevelopment Areas, underneath a Conrail line and the New Jersey Turnpike, and continue along Whiton Street and Communipaw Avenue to the 20" connection in the western portion of the City. Project Cost: $11,310,000

Town of Harrison | Water Main Improvements

The Town of Harrison Redevelopment Agency anticipated significant redevelopment to occur in various sections of the Town over the next several years. The Harrison Waterfront Redevelopment Plan was adopted by the Town of Harrison Council in November 1998 and the Town created the Harrison Redevelopment Agency at that time. The Redevelopment Plan includes Harrison MetroCentre, Harrison Commons, Harrison Heights, and River Park. Construction of these projects added additional water demands to the Town's water system. A study was conducted by T&M in January 2009 to evaluate the existing water distribution system and to outline the improvements required to the existing water system to support the anticipated redevelopment while maintaining acceptable levels of service. Project Cost: $2,080,000

Township of Stafford | Garden State Parkway Water Main Crossing

T&M provided a connection between the existing 16" water main at the Ocean Acres Water Treatment Plant located on Golf View Drive to an existing 12" water main located on Saint Meena Avenue. To provide the connection between the two systems, T&M provided a directional drill new 16" pipe between the two existing system in two phases. The first phase included a 3,200 LF directional drill from the Ocean Acres Water Treatment Plant on Golf View Drive and Rudder Avenue to a previously cleared area located in the center of the forested area east of the GSP. The second phase included a second directional drill, approximately 1,600 LF in length, to be launched from the above noted receiving pit towards the existing system located on Saint Meena Avenue and connect into the existing isolation valve. Though the directional drilling was done in two phases, the project construction work was anticipated to occur under one contract. Project Cost: $4,030,000

Cost Proposal

Based on our knowledge of the project through the implementation of the design and bid phase, and the RFP, we have a thorough understanding of the project's objectives and various elements that are involved. We believe our proposal provides an overview of our qualifications, our team, and an approach to successfully complete this project. The fees presented below are commensurate with the level of work outlined in the RFP, the added value our team brings with the project designers available to the construction team, and the complicated nature this project presents to the City, its resident, business owners and visitors. As always we strive to offer services in the most cost efficient manner possible. We welcome the opportunity to review our proposal and fee structure in keeping with the City's overall goals and objectives.

As demonstrated in our proposal, there are many engineering support tasks that will be necessary based upon the complexity of the project and the need to include those design engineers involved in the project. As such, we provided a breakdown in our Cost sheet to provide a direct response to the RFP and also provide a separate number for the engineering support scope we believe will be necessary in addition to a contract administration and inspection contract.

Our proposal cost is based upon the following:

- A construction time frame of eighteen (18) months or approximately 550 days consisting of eleven (11) hour days during the week and a half day Saturday.
- A Resident Engineer and Resident Inspector shall be on site for the entire eighteen (18) month duration of the project.
- An additional Resident Inspector shall be on site during all proposed water system improvements.
- We have allocated an additional 670 hours for a third Resident Inspector to allow for additional capacity in the event the contractor has multiple crews working.
- A LSRP shall be on site during critical aspects of the project to assist with compliance with NJDEP's Linear Construction Program.
- Overall project time frame, not including actual construction is expected to last twenty (20) months. Budget related to non-field activities includes one (1) month before the start of construction and one (1) month after construction completion.
- Jacklyn Flor of ENGenuity Infrastructure shall assist with communication and project design history, as necessary, during the project as requested by the City. A budget of 492 hours or six (6) hours per week for twenty (20) months is allocated at a rate of $184.00 per hour. We note this is allocated as twenty (20) percent under CA&I and eighty (80) percent under Engineering Support During Construction.
- Alternate items for the micro grid are based upon the need for minor engineering support during construction and LSRP activities. T&M plans to staff the project during construction such that the full time Resident Engineer and/or Resident Inspector shall inspect micro grid activities in addition to other aspects of the Project. In the event certain aspects of the micro grid are not constructed, we will reallocate Resident Inspectors to other portions of the project.
- **All costs will be billed on a time and expense basis. As such, should the contractor complete the project faster than the allotted time or Resident Inspector hours are not needed, that savings will be passed on to the City.**
- Any permit or review fees or police hours required will be paid by the City and are not included in our professional services fees
- T&M's rates are based upon the approved 2016 rate structure with the City with the addition of the Construction Inspection Staff Billing Title.

Construction Administration & Inspection			1. Drinking Water Main Replacement		2. Stormwater Drainage Improvements		3. All Transportation Improvements		4. Micro Grid Alternate #1		5. Micro Grid Alternate #2		6. Micro Grid Alternate #3		7. Micro Grid Alternate #4		Total for All Elements	
Classification	Title	Rate	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount
Full Time Field Activities	Resident Engineer	$151.00	1,067	$164,105.54	991	$89,203.99	1,274	$192,442.48	Included in Other Elements	$0.00	Included in Other Elements	$0.00	Included in Other Elements	$0.00	Included in Other Elements	$0.00	2,952	$445,752.00
	Resident Inspector	$120.00	-	$0.00	2,816	$301,958.37	1,912	$229,401.63		$0.00		$0.00		$0.00		$0.00	4,428	$531,360.00
	Resident Inspector	$120.00	-	$0.00	-	$0.00	670	$80,400.00		$0.00		$0.00		$0.00		$0.00	670	$80,400.00
	Resident Inspector (Water)	$120.00	3,140	$376,800.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	3,140	$376,800.00
	Subtotal:		4,207	$538,905.54	3,107	$391,162.36	3,856	$502,244.10	-	$0.00	-	$0.00	-	$0.00	-	$0.00	11,170	$1,431,912.00
Licensed Site Remediation Professional	Senior Professional Staff	$162.00	266	$43,092.00	173	$28,026.00	339	$54,756.00	35	$5,670.00	35	$5,670.00	35	$5,670.00	35	$5,670.00	917	$148,554.00
Subtotal Field Activities and LSRP			4,473	$581,997.54	3,280	$419,188.36	4,194	$557,000.10	35	$5,670.00	35	$5,670.00	35	$5,670.00	35	$5,670.00	12,087	$1,580,466.00
Office Field Support Activities	Principal in Charge	$184.00	20	$3,664.71	16	$3,019.41	25	$6,813.87	Included in Other Elements	$0.00	Included in Other Elements	$0.00	Included in Other Elements	$0.00	Included in Other Elements	$0.00	82	$13,098.00
	Project Management	$162.00	123	$19,962.25	66	$10,633.59	142	$22,940.16		$0.00		$0.00		$0.00		$0.00	328	$53,136.00
	Resident Engineer Start Up & Close Out	$151.00	96	$14,564.92	52	$7,917.16	113	$17,079.92		$0.00		$0.00		$0.00		$0.00	262	$39,562.00
	ENGenuity Infrastructure	$184.00	36	$6,665.66	20	$3,623.30	42	$7,816.65		$0.00		$0.00		$0.00		$0.00	98	$18,105.60
	Communication and Social Media Program	$140.00	210	$29,452.35	114	$16,009.62	247	$34,538.03		$0.00		$0.00		$0.00		$0.00	571	$80,000.00
Subtotal Office Field Support			494	$75,799.89	269	$41,203.07	579	$88,888.64	-	$0.00	-	$0.00	-	$0.00	-	$0.00	1,342	$206,891.60
Running Subtotal			4,967	$657,397.43	3,549	$460,391.43	4,773	$645,888.74	35	$5,670.00	35	$5,670.00	35	$5,670.00	35	$5,670.00	13,429	$1,786,357.60
Expenses				$7,000.00		$6,000.00		$5,000.00		$500.00		$500.00		$500.00		$500.00		$20,000.00
Total			4,967	$664,397.43	3,549	$466,391.43	4,773	$650,888.74	35	$6,170.00	35	$6,170.00	35	$6,170.00	35	$6,170.00	13,429	$1,806,357.60

Engineering Support During Construction			1. Drinking Water Main Replacement		2. Stormwater Drainage Improvements		3. All Transportation Improvements		4. Micro Grid Alternate #1		5. Micro Grid Alternate #2		6. Micro Grid Alternate #3		7. Micro Grid Alternate #4		Total for All Elements	
Classification	Title	Rate	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount
Engineering Support	Traffic Engineering, Signage and Striping	$177.00	-	$0.00	-	$0.00	226	$40,002.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	226	$40,002.00
		$162.00	-	$0.00	-	$0.00	80	$12,960.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	80	$12,960.00
		$151.00	-	$0.00	-	$0.00	102	$15,402.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	102	$15,402.00
	Water Systems	$171.00	100	$17,700.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	100	$17,700.00
	Roadway and Drainage	$162.00	-	$0.00	65	$10,530.00	30	$4,860.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	95	$15,390.00
	Green Infrastructure	$162.00	-	$0.00	65	$10,530.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	65	$10,530.00
	Electrical Engineering	$151.00	-	$0.00	-	$0.00	28	$4,228.00	8	$1,208.00	8	$1,208.00	8	$1,208.00	8	$1,208.00	60	$9,060.00
	Landscaping	$162.00	-	$0.00	40	$6,480.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	40	$6,480.00
	Project Management	$162.00	123	$19,962.25	66	$10,633.59	142	$22,940.16	-	$0.00	-	$0.00	-	$0.00	-	$0.00	328	$53,136.00
	ENGenuity Infrastructure	$184.00	143	$26,062.62	78	$14,491.19	170	$31,266.59	-	$0.00	-	$0.00	-	$0.00	-	$0.00	391	$71,820.40
Subtotal Engineering Support			366	$63,924.87	314	$62,666.77	778	$131,658.75	8	$1,208.00	8	$1,208.00	8	$1,208.00	8	$1,208.00	1,490	$253,082.40
Expenses				$2,000.00		$3,000.00		$3,000.00		$100.00		$100.00		$100.00		$100.00		$8,400.00
Total			366	$65,924.87	314	$65,666.77	778	$134,658.75	8	$1,308.00	8	$1,308.00	8	$1,308.00	8	$1,308.00	1,490	$261,482.40
Grand Total			5,332	$730,322.30	3,863	$522,058.20	5,551	$785,547.50	43	$7,478.00	43	$7,478.00	43	$7,478.00	43	$7,478.00	14,918	$2,067,840.00

2016 Schedule of Hourly Rates *(Effective January 1, 2016)*

BILLING TITLE	BILLING RATE/HR
Junior Technical Staff Administrative Support Staff	$83.00
Field Staff Professional Entry Level	$99.00
Construction Inspection Staff	$120.00
Technical Staff Junior Professional Staff	$140.00
Professional Staff Senior Technical and Field Staff	$151.00
Senior Professional Staff Supervising Technical Staff	$162.00
Supervising Professional Staff	$177.00
Principal Division Manager Corporate Manager	$184.00

Billing Basis: Fixed Rate for Each Billing Title

Title M-2016

T&M occasionally uses part-time and temporary staff to meet peak workload demands, and these staff will be billed in accordance with the rate schedule above.

2016 Schedule of Miscellaneous Charges

Contracted Services

Including sub-consultants, contracted labor, Sub-professionals, and sub-contractors.....Invoice Cost

Direct Expenses

Disbursements to agencies, vendors and suppliers Including equipment; interstate transportation; permit, application, review, and similar fees; printing, plotting, reproduction, binding, and other graphic services; outside computer services; title, research, and data services; courier and express services; project field office expenses; and out-of-state telephone costs..... Invoice Cost

Other Charges

Mileage.....Commensurate with IRS Guidelines
Travel and Subsistence.....Invoice Cost
Field Vehicles..... $105/Day

Statements

Years in Business under Present Name

T&M has been in business for 50 years as T&M Associates.

Years in Business under Present Management

T&M has been in business under the present management since 2012.

Financial Stability & Strength

T&M is an established 50-year-old, $61.5M+ (in annual billings), multi-disciplinary consulting organization that can quickly draw upon a wide range of expertise and resources. We have the size and experience to meet challenges head-on and make whatever changes are necessary to complete the projects on-time and within budget.

Bankruptcy Statement

T&M is not, now, nor ever has been, involved in any bankruptcy or re-organization proceedings.

Appropriate Licenses

Copies of T&M's New Jersey Certificate of Authorization and Business Registration Certificate have been included in this Section to demonstrate that the firm is in good standing with all appropriate agencies and licensing boards. Neither the firm nor any individuals at T&M are debarred, suspended, or otherwise prohibited from professional practice by any federal, state or local agency.

Required Documents

- Certificate of Employee Information Report
- New Jersey Business Registration Certificate
- Certificate of Authorization
- License & Certifications of Team Members

Certification 1589

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-AUG-2016 to 15-AUG-2019

T & M ASSOCIATES
11 TINDALL ROAD
MIDDLETOWN NJ 07748

FORD M. SCUDDER
Acting State Treasurer

09/13/01

T & M ASSOCIATES
ELEVEN TINDALL RD
MIDDLETOWN NJ 07748

Taxpayer Identification# **221-806-708/000**

Dear Business Representative:

Recently enacted State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of their registration with the Department of the Treasury, Division of Revenue. The law became effective September 1, 2001.

Our records indicate that you are currently registered with the Division of Revenue, and accordingly, we have attached a Proof of Registration Certificate for your use. If you are currently under contract or entering into a contract with a State, county or local agency, you must provide a copy of the certificate to the contracting agency.

Please note that the law sets forth penalties for non-compliance with the provisions above. See N.J.S.A. 54:52-20.

Finally, please note that the new law amended Section 92 of the Casino Control Act, which deals with the casino service industry.

Should you have any questions or require more information about the attached certificate, or are involved with the casino service industry, call (609) 292-1730.

Thank you in advance for your consideration and cooperation.

Sincerely,

Patricia A. Chiacchio
Director, Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

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

TAXPAYER NAME:
T & M ASSOCIATES

TRADE NAME:

TAXPAYER IDENTIFICATION#
221-806-708/000

CONTRACTOR CERTIFICATION#
0063800

ADDRESS
ELEVEN TINDALL RD
MIDDLETOWN NJ 07748

ISSUANCE DATE:
09/13/01

EFFECTIVE DATE:
03/21/66

Patricia A. Chiacchio
Director, Division of Revenue

FORM-BRC(08-01)

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

State of New Jersey

Division of Consumer Affairs

State Board of Professional Engineers and Land Surveyors

THIS CERTIFIES THAT

T & M ASSOCIATES
11 TINDALL ROAD
Middletown NJ 07748

Has met the requirements of the State Board of Professional Engineers and Land Surveyors and is hereby issued a

CERTIFICATE OF AUTHORIZATION

to offer the following services

Eng,Land Surv & Building Design Svc 07/22/2002

Person in Responsible Charge GARY C DAHMS

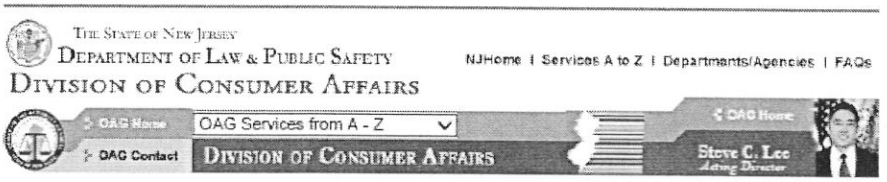
For the names of other Responsible Charge Licensees, go to: http://www.njconsumeraffairs.com/pels/certrpt.pdf

Date: August 8, 2014
Certificate No. 24GA27987500
Expiration Date: 08/31/2016

Executive Director

License & Certifications of Team Members

Daniel Swayze, PE, CME



License Information

Accurate as of March 29, 2016 3:13 PM

Return to Search Results

Name: DANIEL G SWAYZE

Address: Middletown,NJ

Profession/License Type: Engineers & Land Surveyors,Professional Engineer

License No: 24GE04030500

License Status: Active

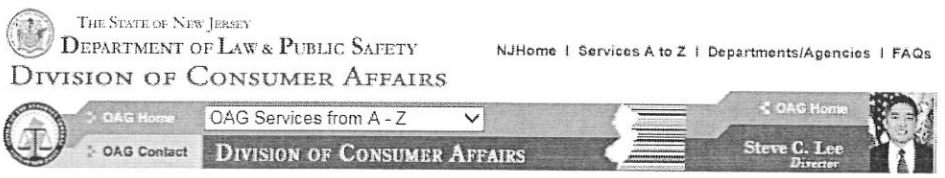
Status Change Reason:

Issue Date: 3/20/1997

Expiration Date: 4/30/2018

For more information contact the New Jersey State Board of Professional Engineers and Land Surveyors (973)504-6460

Peter Bondar, PE, CME



License Information

Accurate as of August 16, 2016 12:11 PM

Return to Search Results

Name: Peter F Bondar

Address: caldwell,NJ

Profession/License Type: Engineers & Land Surveyors,Professional Engineer

License No: 24GE04810800

License Status: Active

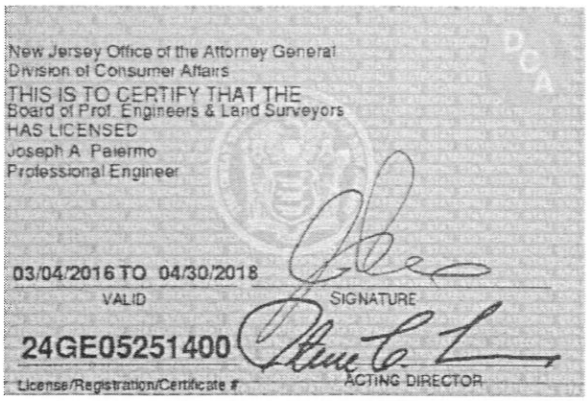
Status Change Reason: License Issuance

Issue Date: 8/4/2009

Expiration Date: 4/30/2018

For more information contact the New Jersey State Board of Professional Engineers and Land Surveyors (973)504-6460

Joseph Palermo, PE, CCM, NICET IV



New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Prof. Engineers & Land Surveyors
HAS LICENSED
Joseph A. Palermo
Professional Engineer

03/04/2016 TO 04/30/2018
VALID

SIGNATURE

24GE05251400
License/Registration/Certificate #

ACTING DIRECTOR

The Construction Manager Certification Institute

CCM

Certified Construction Manager

Joseph A. Palermo

CMCI ID # 3009

having voluntarily met the prescribed criteria of the CCM program (with regard to formal education, field experience and demonstrated capability and understanding of the CCM body of knowledge, and having met the professional standards and having demonstrated a commitment to and interest in providing the highest quality professional CCM services available, has earned the designation of Certified Construction Manager.

This certificate is issued by the Construction Manager Certification Institute on this 21st day of July 2016

Chairman

This certificate is valid through July 2019

NICET®

NATIONAL INSTITUTE FOR CERTIFICATION IN ENGINEERING TECHNOLOGIES®

Providing Certification Programs Since 1961

BE IT KNOWN THAT

Joseph A. Palermo

IS HEREBY AWARDED CERTIFICATION AT

LEVEL IV

IN TRANSPORTATION ENGINEERING TECHNOLOGY
HIGHWAY CONSTRUCTION

BASED UPON SUCCESSFUL DEMONSTRATION OF REQUISITE KNOWLEDGE, EXPERIENCE AND WORK PERFORMANCE AS SET FORTH BY THIS INSTITUTE.

Certification Valid through October 1, 2018

CERTIFICATION NUMBER 127155

CHAIRMAN OF THE NICET BOARD OF GOVERNORS

A DIVISION OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Antonio Cunha, NICET III, SAT, ACI, TCC

NICET®

NATIONAL INSTITUTE FOR CERTIFICATION IN ENGINEERING TECHNOLOGIES®

Providing Certification Programs Since 1961

BE IT KNOWN THAT

Antonio Cunha

IS HEREBY AWARDED CERTIFICATION AT

LEVEL II

IN UNDERGROUND UTILITIES CONSTRUCTION
WATER AND SEWER LINES

BASED UPON SUCCESSFUL DEMONSTRATION OF REQUISITE KNOWLEDGE, EXPERIENCE AND WORK PERFORMANCE AS SET FORTH BY THIS INSTITUTE.

Certification Valid through April 1, 2019

CERTIFICATION NUMBER 128782

CHAIRMAN OF THE NICET BOARD OF GOVERNORS

A DIVISION OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Christopher Hana, PE

THE STATE OF NEW JERSEY
DEPARTMENT OF LAW & PUBLIC SAFETY
DIVISION OF CONSUMER AFFAIRS

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License Information

Accurate as of August 03, 2015 8:32 AM

Return to Search Results

Name: CHRISTOPHER M HANNA

Address: Andover,NJ

Profession/License Type: Engineers & Land Surveyors,Professional Engineer

License No: 24GE05225700

License Status: Active

Status Change Reason: License Issuance

Issue Date: 7/29/2015

Expiration Date: 4/30/2016

For more information contact the New Jersey State Board of Professional Engineers and Land Surveyors (973)504-6460

Louis Tedesco, PE, CME, CPWM

THE STATE OF NEW JERSEY
DEPARTMENT OF LAW & PUBLIC SAFETY
DIVISION OF CONSUMER AFFAIRS

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License Information

Accurate as of August 16, 2016 1:24 PM

Return to Search Results

Name: Louis A Tedesco

Address: BERKELEY TWNSP,NJ

Profession/License Type: Engineers & Land Surveyors,Professional Engineer

License No: 24GE04673300

License Status: Active

Status Change Reason: License Issuance

Issue Date: 2/26/2007

Expiration Date: 4/30/2018

For more information contact the New Jersey State Board of Professional Engineers and Land Surveyors (973)504-6460

State of New Jersey
Department of Community Affairs

The
Division of Local Government Services
hereby certifies that

Louis A. Tedesco

is a

CERTIFIED PUBLIC WORKS MANAGER

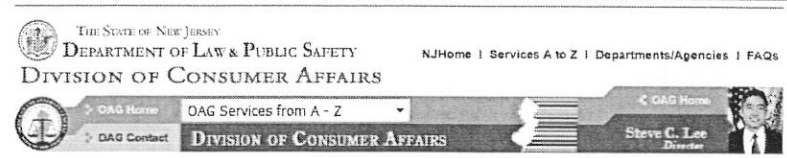
4/17/2016 to 6/30/2019
Valid

M-1721
Certification #

Signature of Registrant

Timothy J. Cunningham, Director

Bruce Klein, PE, PTOE



License Information

Accurate as of August 16, 2016 4:03 PM

Return to Search Results

Name: Bruce P Klein

Address: Middletown,NJ

Profession/License Type: Engineers & Land Surveyors,Professional Engineer

License No: 24GE04739100

License Status: Active

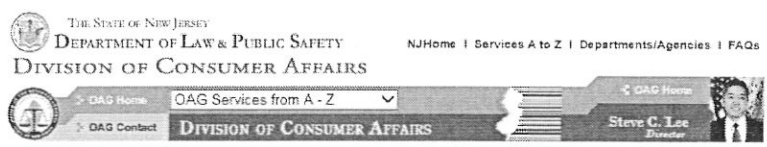
Status Change Reason: License Issuance

Issue Date: 5/21/2008

Expiration Date: 4/30/2018

For more information contact the New Jersey State Board of Professional Engineers and Land Surveyors (973)504-6460

Michael Finnegan, PLS, PP



License Information

Accurate as of August 16, 2016 1:48 PM

Return to Search Results

Name: MICHAEL S FINNEGAN

Address: PORT MONMOUTH,NJ

Profession/License Type: Professional Planners,Professional Planner

License No: 33LI00474100

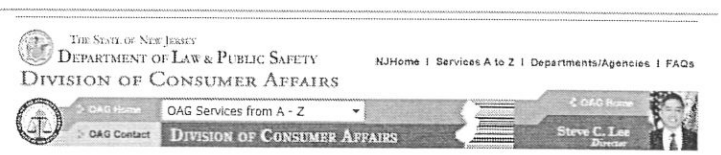
License Status: Active

Status Change Reason:

Issue Date: 6/12/1990

Expiration Date: 5/31/2018

For more information contact the New Jersey State Board of Professional Planners



License Information

Accurate as of August 16, 2016 4:06 PM

Return to Search Results

Name: MICHAEL S FINNEGAN

Address: PORT MONMOUTH,NJ

Profession/License Type: Engineers & Land Surveyors,Professional Land Surveyor

License No: 24GS03485100

License Status: Active

Status Change Reason:

Issue Date: 3/15/1990

Expiration Date: 4/30/2018

For more information contact the New Jersey State Board of Professional Engineers and Land Surveyors (973)504-6460

Michael Manzella, PP, AICP, LEED GA

THE STATE OF NEW JERSEY
DEPARTMENT OF LAW & PUBLIC SAFETY
DIVISION OF CONSUMER AFFAIRS

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License Information

Accurate as of July 19, 2016 9:48 AM

Return to Search Results

Name: Michael Manzella

Address: New Brunswick,NJ

Profession/License Type: Professional Planners,Professional Planner

License No: 33LI00632600

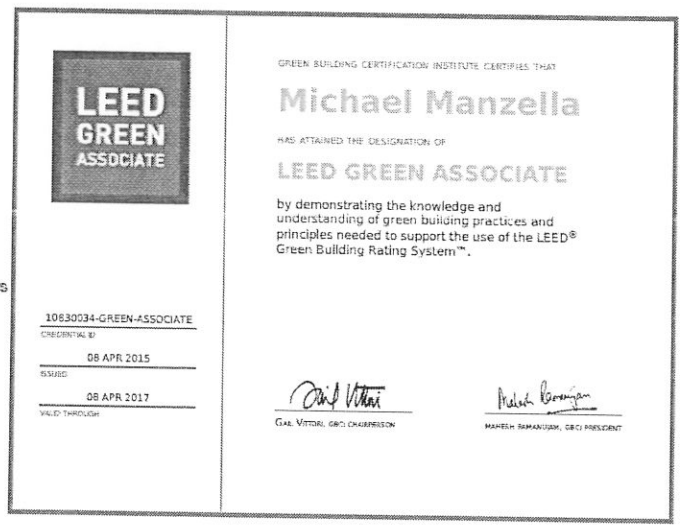
License Status: Active

Status Change Reason: License Issuance

Issue Date: 6/22/2016

Expiration Date: 5/31/2018

For more information contact the New Jersey State Board of Professional Planners



LEED GREEN ASSOCIATE

10630034-GREEN-ASSOCIATE
CREDENTIAL ID

08 APR 2015
ISSUED

08 APR 2017
VALID THROUGH

GREEN BUILDING CERTIFICATION INSTITUTE CERTIFIES THAT

Michael Manzella

HAS ATTAINED THE DESIGNATION OF

LEED GREEN ASSOCIATE

by demonstrating the knowledge and understanding of green building practices and principles needed to support the use of the LEED® Green Building Rating System™.

GAIL VITTORI, GBCI CHAIRPERSON

MAHESH RAMANUJAM, GBCI PRESIDENT

.Gregory Duncan, PE, LEED AP

PENNSYLVANIA
Department of State

For questions about this website, please Click Here to send an E-Mail , or to contact your Board directly, Click Here.

Click the X at the upper right corner to close this window and return to the list of licensees.

Person Information

Name: GREGORY S DUNCAN

Address Information

Address(city state zipcode): ALLENTOWN PA 18103

License Information

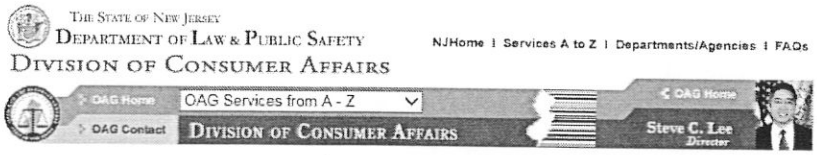
Type: Professional Engineer Secondary Type: Number: PE078400
Profession: Engineers Status: Active
Issue Date: 10/20/2010 Expires: 9/30/2017 Last Renewed: 9/19/2015

Discipline Action History

No disciplinary actions were found for this license.

The Information above is considered primary source for verification of license credentials.

Brian Leff, LLA, PP



License Information

Accurate as of August 16, 2016 2:07 PM

Return to Search Results

Name: Brian M Leff

Address: Middletown,NJ

Profession/License Type: Landscape Architecture,Licensed Landscape Architect

License No: 21AS00079900

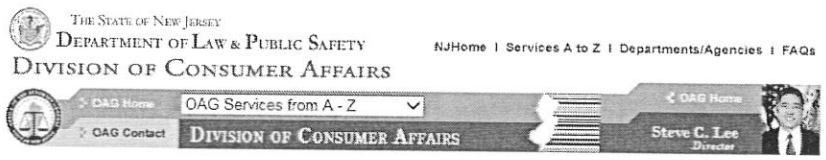
License Status: Active

Status Change Reason:

Issue Date: 10/15/1998

Expiration Date: 5/31/2018

For more information contact the New Jersey State La
Committee (973)504-6385



License Information

Accurate as of August 16, 2016 2:27 PM

Return to Search Results

Name: BRIAN M LEFF

Address: Middletown,NJ

Profession/License Type: Professional Planners,Professional Planner

License No: 33LI00560800

License Status: Active

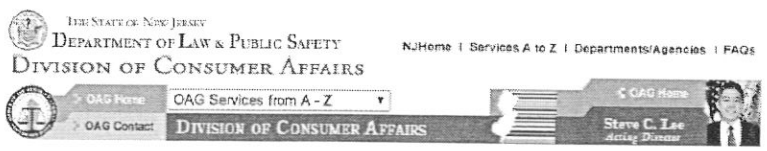
Status Change Reason:

Issue Date: 9/12/2000

Expiration Date: 5/31/2018

For more information contact the New Jersey State Board of Professional Planners (973)504-6465

Charles Hopkins, PE, LEED GA



License Information

Accurate as of May 11, 2016 10:51 AM

Return to Search Results

Name: CHARLES F HOPKINS

Address: RED BANK,NJ

Profession/License Type: Engineers & Land Surveyors,Professional Engineer

License No: 24GE03855500

License Status: Active

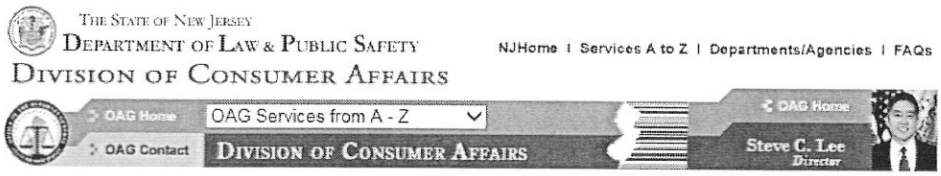
Status Change Reason:

Issue Date: 8/12/1994

Expiration Date: 4/30/2018

For more information contact the New Jersey State Board of Professional Engineers and Land Surveyors
(973)504-6460

James Buczek, PE



License Information

Accurate as of August 16, 2016 2:41 PM

Return to Search Results

Name: James A Buczek

Address: South Amboy,NJ

Profession/License Type: Engineers & Land Surveyors,Professional Engineer

License No: 24GE04512200

License Status: Active

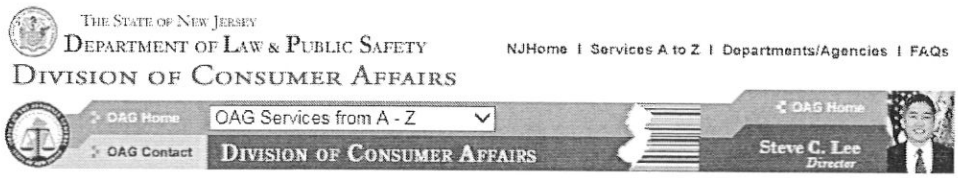
Status Change Reason: License Issuance

Issue Date: 8/3/2004

Expiration Date: 4/30/2018

For more information contact the New Jersey State Board of Professional Engineers and Land Surveyors (973)504-6460

Rosario Santos, PE



License Information

Accurate as of August 16, 2016 2:43 PM

Return to Search Results

Name: Rosario R Santos

Address: Linden,NJ

Profession/License Type: Engineers & Land Surveyors,Professional Engineer

License No: 24GE05060000

License Status: Active

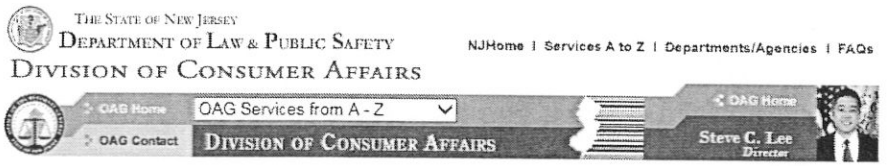
Status Change Reason: License Issuance

Issue Date: 6/5/2013

Expiration Date: 4/30/2018

For more information contact the New Jersey State Board of Professional Engineers and Land Surveyors (973)504-6460

Jaclyn Flor, PE, PP, CME



License Information

Accurate as of August 16, 2016 2:55 PM

Return to Search Results

Name: Jaclyn J. Flor

Address: Oceanport,NJ

Profession/License Type: Engineers & Land Surveyors,Professional Engineer

License No: 24GE04542600

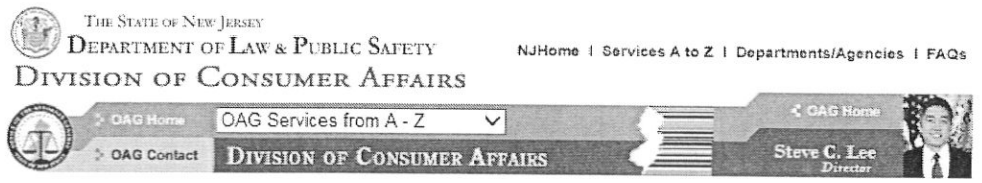
License Status: Active

Status Change Reason: License Issuance

Issue Date: 11/30/2004

Expiration Date: 4/30/2018

For more information contact the New Jersey State Board of Professional Engineers and Land Surveyors (973)504-6460



License Information

Accurate as of August 16, 2016 2:58 PM

Return to Search Results

Name: Jaclyn J. Flor

Address: Oceanport,NJ

Profession/License Type: Professional Planners,Professional Planner

License No: 33LI00592000

License Status: Active

Status Change Reason: License Issuance

Issue Date: 3/2/2006

Expiration Date: 5/31/2018

For more information contact the New Jersey State Board of Professional Planners (973)504-6465

CITY OF HOBOKEN
REQUEST FOR PROPOSALS
PROFESSIONAL ENGINEERING:
(CONSTRUCTION ADMINISTRATION, INSPECTION AND OBSERVATION SERVICES)
TERM: SEPTEMBER 7, 2016 THROUGH PROJECT COMPLETION

Pursuant to the Fair and Open Process described under N.J.S.A. 19:44A-1, et seq., the City of Hoboken is issuing this Request for Proposals ("RFP") from its pre-qualified pool of licensed engineers for construction administration, inspection and monitoring services for the Washington Street Redesign Construction Project. All candidates are required to comply with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, et seq as amended (Affirmative Action). Each candidate shall submit proof of business registration with the New Jersey Division of Taxation (P.L. 2004, C.57). The successful professional must have significant experience (no less than five (5) years) with engineering oversight of drinking water/water main replacement, drainage improvements, installation of "green infrastructure", installation of traffic signals, underground conduit, road resurfacing, rehabilitation and striping in the State of New Jersey.

DESCRIPTION OF PROJECT:

The City of Hoboken has completed construction documents, including engineering design plans, specifications and estimates to rehabilitate Washington Street, which is the city's main commercial corridor. Washington Street is also an historic district and heavily trafficked NJ Transit bus route.

- The City has applied to the New Jersey Environmental Infrastructure Financing Program (NJEIFP) for a low interest loan to replace 9,000 linear feet of drinking water main, 530 water services and 31 fire hydrants (approximate cost: $6,435,000).
- The City has applied for a low interest loan from the NJEIFP for stormwater drainage improvements including: 15 new rain gardens, 2,300 linear feet of new drainage pipe, and 58 new drainage inlets and manholes (approximate cost: $2,776,400).
- Road redesign, rehabilitation and resurfacing components of the project, include: 15 new traffic signals, bicycle lanes and sharrows, concrete curb extensions and ADA compliant curb ramps, high visibility thermal plastic crosswalks, refurbishing of existing street lights and addition of new street lights and signage. The engineers' estimate of probable construction costs for the transportation elements of the project is approximately $10,108,000. The NJDOT has authorized $904,060 in Local Aid funding for this project.
- There are three bid alternates for construction of an underground "Micro Grid" electrical conduit. Engineers' estimates for Alternates #1 through #3 are: $385,000, $415,800 and $739,200, respectively.
- The anticipated duration of construction is approximately 550 days. However, the successful respondent will be expected to begin services at least one month prior to construction and end their services at least one month after substantial completion to conclude punch list items and successful project closeout.

- Specifications allow the contractor to operate up to three separate two-block work zones at one time. The City has permitted construction to occur Monday through Friday 7:00 a.m. through 7:00 p.m. and Saturday 9:00 a.m. until 3:00 p.m.

NATURE OF SERVICES:
The scope of work shall include the following tasks:

A. CONSTRUCTION ADMINISTRATION

1. Provide general communication with owner and Contractor throughout the duration of construction regarding such issues as progress, submittal status, construction issues and their resolution;
2. Provide communication and correspondence with the NJDEP and NJDOT;
3. Maintain project files as required for periodic inspection by the NJDEP and NJDOT;
4. Conduct pre-construction meeting, establish agenda, issue notice to proceed;
5. Review and approve Progress Schedule, Schedule of Submittals, Schedule of Values required to be submitted by the contractor;
6. Review shop drawings and other submittals as required to evaluate that the proposed materials and equipment conform to the contract documents;
7. Establish baselines and benchmarks for locating work;
8. Review laboratory, shop and mill test reports of materials and equipment;
9. Prepare monthly progress reports;
10. Prepare record drawings at the completion of the project;

B. CONSTRUCTION INSPECTION/OBSERVATION SERVICES

1. Provide full-time construction inspection/observation services during periods when the contractor is on site to monitor the contractor's progress and compliance with the contract drawings and specifications, including the contractor's environmental protection and restoration measures;
2. Conduct a weekly construction meeting with the Contractor and owner to discuss scheduled activities;
3. Prepare daily inspection reports;
4. Review monthly and payment requests including the final payment requests;
5. Participate in the review and evaluation of potential change orders, including detailed review of cost proposals;
6. Participate in the resolution of issues involving unforeseen field conditions;
7. Witness testing and startup of equipment and systems;
8. Coordinate vendor training;
9. Prepare punchlist of remaining work items; and
10. Evaluate substantial and final completion and issue certificates of substantial or final completion as appropriate.

C. ADDITIONAL SERVICES

1. It is anticipated that a full-time resident engineer (R.E.) will be necessary for this project;

2. The selected respondent shall coordinate with residents, local businesses and property owners to facilitate and effectuate the smooth and efficient continuation of deliveries and garbage pick-up on blocks immediately effected by construction;
3. The selected respondent will be expected to work out of an office or storefront either on Washington Street or immediately adjacent thereto for the entire duration of this project, and obtaining said space shall be the sole responsibility of the successful vendor;
4. The selected respondent shall establish regular office hours and allocate staff time for customer relations to meet with residents, businesses and property owners to answer questions and/or address complaints or problems related to construction; and
5. The selected respondent shall establish an internet webpage, social media platform (i.e. Twitter, Facebook, Instagram, etc.) and shall produce an electronic newsletter to distribute/disseminate project information and details to the general public, including construction scheduling and sequencing. The electronic newsletter shall be published bi-weekly and shall provide a two-week look ahead of all anticipated construction activity. The internet webpage and social media platforms shall be updated regularly (no less than weekly) and shall document project progress and milestones. These platforms shall be utilized for no other purpose, including without limitation commercial and/or political purposes.

TECHNICAL AND COST PROPOSALS

Respondents shall provide technical proposals documenting and detailing both firm and assigned staff's experience with similar projects, including the amount of both the construction contract(s) and engineering inspection contract(s). The projects funded under the New Jersey Environmental Infrastructure Financing Program (NJEIFP) must be separately monitored during construction. Respondents shall submit cost proposals for each of the following elements:

1. Drinking Water Main Replacement;
2. Stormwater Drainage Improvements;
3. All Transportation Improvements;
4. Micro Grid Alternate #1;
5. Micro Grid Alternate #2; and
6. Micro Grid Alternate #3

Special Note: All Engineering Proposals shall be subject to the administrative terms of the original CY2016 Engineering RFP for which the Respondents have been listed as City of Hoboken Pool Engineers for CY2016, and all such administrative terms and conditions shall be terms and conditions of any contract awarded hereunder. All Engineering Proposals shall include the Scope of Work, Hours/Hours per Task, and Personnel identified as qualified to perform the tasks (by title and rate of pay) for Services during Bidding, Construction, Inspection and Project Performance. The Hours should match the Number of Contracts in the Project and Contract Duration(s).

SUBMISSION INSTRUCTIONS:

Respondents shall submit written technical and price proposals by 12:00 p.m. (noon prevailing time) on August 17, 2016. Please send proposals electronically to the attention of Stephen Marks, Municipal Manager (smarks@hobokennj.gov). Late submissions shall not be accepted. Respondents may be asked to provide oral presentations. Respondents shall not be compensated for their oral presentations.

BASIS OF AWARD -- EVALUATION CRITERIA

The following is the criteria for evaluation of the qualification statement. Points shall be awarded based on the information contained in the technical and cost proposal, with a high score of total possible points meaning that the proposal meets all required criteria for that category and a score of zero meaning that the proposal did not meet any of the required criteria for that category. A contract shall be awarded based upon the consideration of price and other factors in accordance with the city's Fair and Open Action Plan.

EVALUATION CRITERIA	POSSIBLE POINTS	ACTUAL SCORE
TECHNICAL CRITERIA		
Vendor's proposal demonstrates a clear understanding of the scope of work and related objectives;	10	
Vendor's proposal is complete and responsive to the technical/RFP requirements;	5	
Vendor's history and past performance of like projects;	10	
MANAGEMENT CRITERIA		
Demonstrated ability to meet deadlines;	10	
Qualification (education, experience and credentials—licenses and certifications) of assigned personnel (principle-in-charge, project manager, professionals, technicians and staff);	10	
Detailed description of work or projects in other municipalities;	10	
Favorable recommendations or references from similar clients;	10	
Anticipated schedule with critical path and milestones identified;	5	
Proof (copies) of related licenses and certifications;	5	
HOURLY RATES		
Detailed hourly rates of assigned personnel by task and inclusion of all anticipated "out-of-pocket" and incidental expenses; and	5	
Competitiveness of Cost Proposal.	20	
POINT TOTALS	100	

CITY OF HOBOKEN

Office of the Business Administrator

DAWN ZIMMER
Mayor

QUENTIN WIEST
Business Administrator

STEPHEN D. MARKS, PP, AICP
Municipal Manager

MEMORANDUM

TO: HOBOKEN'S PRE-QUALIFIED MUNICIPAL ENGINEERS
FROM: STEPHEN D. MARKS, MUNICIPAL MANAGER
DATE: AUGUST 4, 2016
RE: ADDENDUM/CLARIFICATION TO RFP FOR WASHINGTON ST. CONSTRUCTION ADMINISTRATION, INSPECTION AND OBSERVERATION

Please accept this memorandum related to the Request for Proposal(s) which was issued on July 13, 2016 for Construction Administration, Inspection and Observation Services for the Washington Street Redesign (Rehabilitation and Resurfacing) Project.

Please be advised of the following items:

1. Final plans and specifications have been uploaded to a "Dropbox" Account. An invitation to view and download will be sent to you by close of business on Friday August 5, 2016.
2. A Licensed Site Remediation Professional (LSRP) is necessary to monitor removal/disposal of all fill in compliance with the requirements associated with NJDEP's Linear Construction Program. Your proposal shall include LSRP services.
3. The City's road inspectors will be monitoring road opening and backfill operations. However, do not rely on city inspectors to either supplement or supplant your construction inspection and monitoring services.
4. It shall be up to the selected professional engineering firm to create a robust public information and communications program to facilitate public awareness. While it is expected that copy, content and messaging shall be coordinated with the City's Communications Manager, it shall be up to the selected engineering firm to develop and draft electronic newsletters, as well as create, maintain and regularly update discrete social media platforms (Facebook, Twitter, Instagram, etc.). Hoboken's Nixle account is the only public notification system managed exclusively by the City. Major alerts shall be coordinated with the City for dissemination via Nixle.
5. The specifications require the contractor to find a construction office either on Washington Street or immediately adjacent to Washington Street. Office space within the construction office shall be reserved for the Resident Engineer (RE). Therefore, do not include office rent within your price proposal.

c. Quentin Wiest, Business Administrator
John Morgan, Director
Al Dineros, Purchasing Agent

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 19 2016

A3

INTRODUCED BY: _____
SECONDED BY: _____

_____
CITY CLERK

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AMENDING THE PROFESSIONAL SERVICE CONTRACT TO T&M ASSOCIATES FOR THE WASHINGTON STREET REDESIGN PROJECT IN ACCORDANCE WITH REQUESTS FOR CONTRACT AMENDMENTS NO. 1, 2, 3, AND 5 TO INCREASE THE TOTAL CONTRACT AMOUNT BY $268,000 FOR A NEW TOTAL CONTRACT AMOUNT OF $1,085,658

WHEREAS, T&M Associates submitted a general engineering proposal and was chosen as a pool engineer for the City on January 20, 2015; and,

WHEREAS, T&M Associates was awarded a contract for engineering services for the Washington Street Redesign project on August 5, 2015, following a closed bid process which was open to the City's prequalified engineering firms; and,

WHEREAS, certain contract amendments have become necessary as can be seen in the attached letter from T&M dated September 26, 2016 and attachments; and,

WHEREAS, specifically, Contract Amendments 1, 2, 3, and 5 have been requested by T&M in the total increased amount of **$268,000.00** as follows:

1) Contract Amendment #1- April 18, 2016: $61,908.00
2) Contract Amendment #2- May 9, 2016: $20,560.00
3) Contract Amendment #3- May 5, 2016: $27,200.00
4) Contract Amendment #5- September 26, 2016: $158,332.00

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that the contract with T&M Associates for the Washington Street Redesign project is amended to increase the amount by Two Hundred Sixty Eight Thousand Dollars ($268,000.00), for a total contract amount not to exceed One Million Eighty Five Thousand Six Hundred Fifty Eight Dollars ($1,085,658.00):

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the attached proposals shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. This agreement shall be subject to a standard non-appropriation clause in favor of the City of Hoboken.

5. The Council hereby authorizes the Mayor, or her designee, to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
6. The Mayor, or her designee, is hereby authorized to execute an agreement for the above referenced goods and/or services.

Meeting date: October 19, 2016

APPROVED:

~~STEPHEN D. MARKS~~
~~BUSINESS ADMINISTRATOR~~
Patrick Wherry, Municipal Manager

~~APPROVED~~ AS TO FORM:

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AMENDING THE PROFESSIONAL SERVICE CONTRACT TO T&M ASSOCIATES FOR THE WASHINGTON STREET REDESIGN PROJECT IN ACCORDANCE WITH REQUESTS FOR CONTRACT AMENDMENTS NO. 1, 2, 3, AND 5 TO INCREASE THE TOTAL CONTRACT AMOUNT BY $268,000 FOR A NEW TOTAL CONTRACT AMOUNT OF $1,085,658

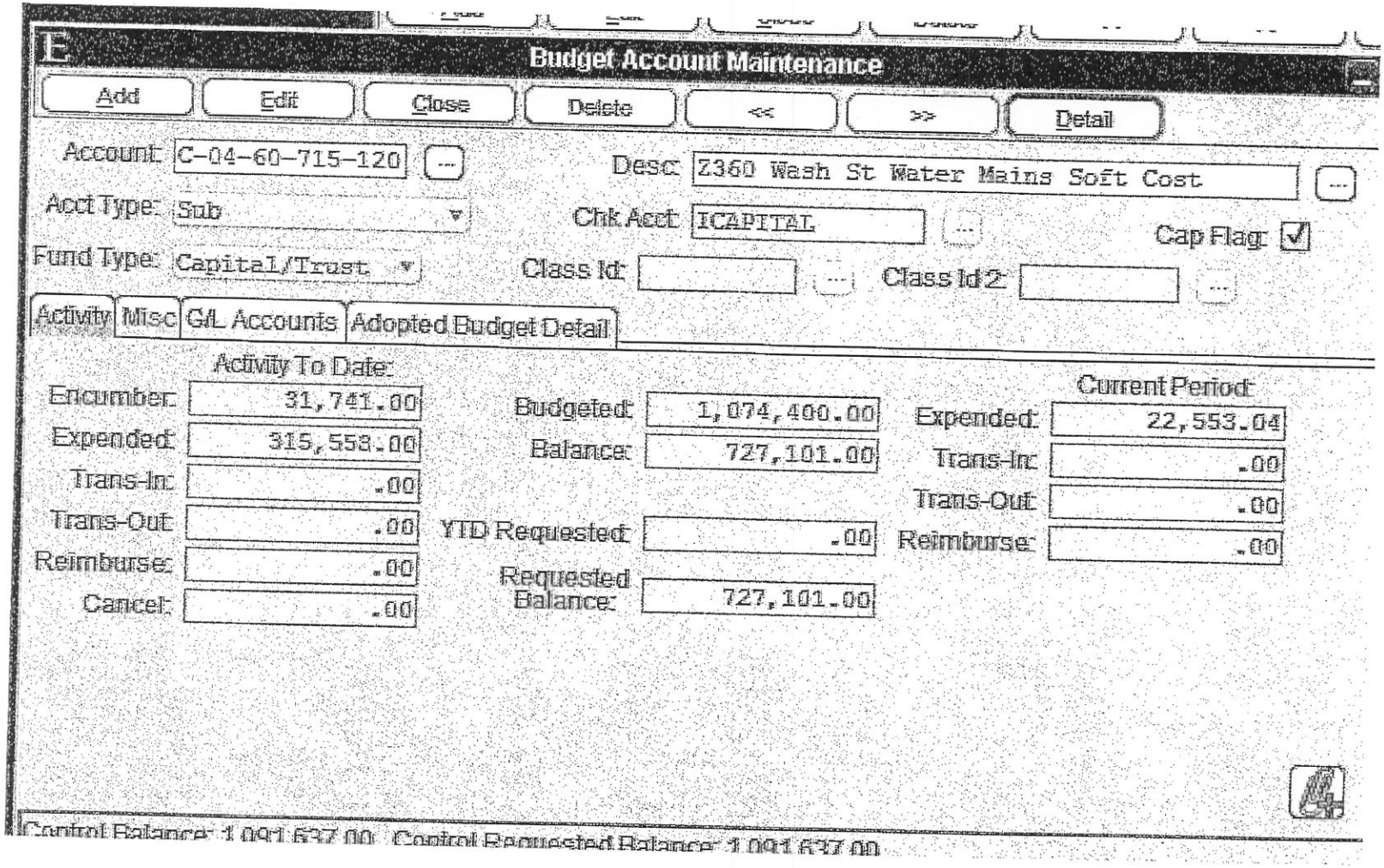
AMOUNT TO BE CERTIFIED:

$268,000

ACCOUNT NUMBER TO CERTIFY FROM:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $268,000 is available in the following appropriation: C-04-60-715-120; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO


Budget Account Maintenance
Add
Edit
Close
Delete
<<
>>
Detail
Account: C-04-60-715-120
Desc: 2360 Wash St Water Mains Soft Cost
Acct Type: Sub
Chk Acct: ICAPITAL
Cap Flag:
Fund Type: Capital/Trust
Class Id:
Class Id 2:
Activity
Misc
G/L Accounts
Adopted Budget Detail
Activity To Date:
Encumber: 31,741.00
Expended: 315,558.00
Trans-In: .00
Trans-Out: .00
Reimburse: .00
Cancel: .00
Budgeted: 1,074,400.00
Balance: 727,101.00
YTD Requested: .00
Requested Balance: 727,101.00
Current Period:
Expended: 22,553.04
Trans-In: .00
Trans-Out: .00
Reimburse: .00
Control Balance: 1,091,637.00
Control Requested Balance: 1,091,637.00

CITY OF HOBOKEN
Budget Entry Verification Listing

Batch Id: GDS Batch Date: 10/19/16 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
C-04-60-715-120 Z360 Wash St Water Mains Soft Cost	Encumbrance	CFO CERT FOR MEETING 10/19/16 T & M	268,000.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	268,000.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	268,000.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	268,000.00
Total:	1	268,000.00

There are NO errors in this Listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	268,000.00

Batch: GDS Updated Entries: 1 Updated Amount: 268,000.00 Ref Num: 4456

8

Introduced by:
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO T&M ASSOCIATES FOR THE WASHINGTON STREET RESURFACING PROJECT IN ACCORDANCE TO T&M ASSOCIATES PROPOSAL "HOBKOH15011" IN THE AMOUNT NOT TO EXCEED $817,658.00.

WHEREAS, the City of Hoboken requires professional services for the engineering consultants for the resurfacing of Washington Street; and,

WHEREAS, T&M Associates submitted a general engineering proposal and was chosen January 20, 2015, as a pool engineer in accordance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.; and,

WHEREAS, the Administration, intends to use T&M Associates for the above mentioned consulting services, using their proposal HOBKOH15011, for said engineering services; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a contract to purchase professional services for the engineering consulting and design for resurfacing of Washington Street for a total contract amount, not to exceed, Eight Hundred Seventeen Thousand Six Hundred Fifty Eight dollars and Zero Cents ($817,658.00), for goods and services as described in the attached proposal from T&M Associates, dated March 18, 2015 and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that funds are available in the following appropriations:

$326,342 from C-04-60-715-120
$292,957 from C-04-60-715-122
$15,000 from C-04-60-715-105
$183,392 from C-04-60-715-124

and, this certification is subject to the termination of the estoppel period on the July 8, 2015 bond, scheduled for the close of business on August 6, 2015, passing with the institution of any petitions and/or complaints relating to passage of the bond ordinance, and this certification is withdrawn immediately if any petitions and/or complaints are filed regarding same on or before close of business on August 6, 2015; and, I further certify that this commitment together with all

previously made commitments does not exceed the appropriation balance for this purpose.

Signed:
George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a contract with the below listed vendor is awarded for an amount not to exceed Eight Hundred Seventeen Thousand Six Hundred Fifty Eight Hundred dollars and Zero Cents ($817,658.00), for goods and services as described in the substantive portion of the attached proposal from T&M Associates dated March 18, 2015; and,

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the attached proposal and Purchasing Agent recommendation shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. The City, by way of this resolution, accepts the substantive goods and service terms of the attached proposal, but rejects the administrative portion of the proposal to the extent said terms differ from the City's original engineering RFP.
4. Any change to the order, which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
5. This agreement shall be subject to a standard non-appropriation clause in favor of the City of Hoboken.
6. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
7. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

T&M Associates
11 Tindall Road
Middletown, NJ 07748

Meeting date: August 5, 2015

APPROVED:
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Melissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano				

Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo				
Ravi Bhalla, Council President	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: AUG 05 2015

CITY CLERK

YOUR GOALS. OUR MISSION.

HOBK-00090

September 26, 2016

Stephen Marks, PP, AICP, CFM, LEED GA
Municipal Manager
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Re: Scope and Fee Modification – Contract Amendments
Washington Street Redesign

Dear Mr. Marks:

As discussed at previous meetings, to follow is a summary of our accounting associated with this project along with supporting detail for a Contract Amendment No. 5. As shown in the end of this letter, we also provided a detailed accounting summary demonstrating our willingness to accept an approximate 36% reduction in total amendment requests in the interest of our relationship with the City.

The following represents the Original Contract Value and Contract Amendments 1-4 previously provided:

City of Hoboken Approved Contract Value		$817,658.00
Contract Amendment No. 1 - April 18, 2016	$61,908.00	
Contract Amendment No. 2 - May 9, 2016	$20,560.00	
Contract Amendment No. 3 - May 5, 2016	$27,200.00	
Contract Amendment No. 4 - May 10, 2016 (Did Not Advance)	$0.00	
Contract Amendments 1-4 Subtotal	$109,668.00	
Subtotal Amended Contract Value		$927,326.00

Contract Amendment No. 5

Below please find the detailed breakdown associated with modifications to our scope of providing preliminary and final design plans, specifications, estimates, schedules, and permits for the bidding and construction of the Washington Street Redesign project.

1. In an effort to accelerate the project through the NJDEP's Environmental Infrastructure Trust (EIT) approval process, the design of the two EIT funded elements of the project which are the water main improvements and green infrastructure improvements were accelerated so that plans could be submitted for review prior to the completion of all the other design elements contained within the project. This resulted in additional effort redesigning these two design elements to ensure that they were correctly integrated with other design elements of the project after the EIT submission. This effort allowed for the design period and permit approval

period to run concurrently which condensed the design period. The additional effort associated with this work is $51,824.00 consisting of approximately 342 Hours at various rates.

2. Additionally, during the EIT review period, the NJDEP requested additional information which was not included in the original scope:
    a. Responding to multiple requests by the NJDEP associated with the stormwater design ($22,817.25) consisting of 141 Hours
    b. Preparation of a Drainage Report ($12,105.00) consisting of 72 Hours
    c. Preparation of a Drainage Operation and Maintenance Plan ($5,496.00) consisting of 33 Hours
    d. Preparation of water main profiles ($7,632.00) consisting of 53 Hours
    e. Preparation of Hydraulic Modeling Database Summary Forms for each rain garden ($1,320.00) consisting of 8 Hours

3. As a result of feedback received during the design process to accelerate construction while limiting the disruption to businesses, residents, and commuters, additional effort was spent performing value engineering during the final quality assurance phase of the design period. This additional effort included various meetings with the City to develop the standard operating procedures to be required during construction, review of the construction impact and sequencing of each design element and the development of a comprehensive traffic control and staging plan to facilitate the orderly and efficient construction of the project. The additional effort associated with this work is $101,773.92 consisting of 636 Hours at various rates.

4. Additional design services were provided for the following items that were not budgeted for in the initial scope of the project.

    a. Solicitation of bids for test pit services and observation during the test pits ($12,874.00) consisting of 80 Hours
    b. Preparation and attendance at meetings with agencies including NJ Transit, North Hudson Sewerage Authority and the City Chamber of Commerce ($13,071.00) consisting of 73 Hours
    c. Inclusion of electrical lighting within each rain garden ($3,000.00) consisting of 18 Hours
    d. Inclusion of additional microgrid infrastructure to support wifi ($4,500.00) consisting of 26 Hours
    e. Submission of bid documents to the State Comptroller Office for review and approval ($1,500.00) consisting of 8 Hours

The total effort associated with these four (4) items listed above totals $237,913.17. **As shown below, we are reducing this amendment request to $158,332.00.**

Final Accounting

To follow is an approximate summary of our accounting related to this project. Final numbers will be determined shortly once the project is complete.

Original Contract Value	$817,658.00
~Total Spent to Date	$1,233,931.29
Difference (Overage)	$416,273.29
Rate Change Reduction	-$64,000.00
Subtotal (Overage)	$352,273.29
Contract Amendments 1-3	-$109,668.00
Subtotal (Overage)	$242,605.29
Contract Amendment No. 5	$237,913.17
Adjusted Amount Requested for No. 5	**$158,332.00**
Total Contract Amendments (No. 1 – 5)	**$268,000**
Reduction Compared to Overage	$148,273.29

As shown above, we are removing the $64,000 associated with salary changes through the course of the project and the additional reduction of approximately $84,273. **As such, the total contract amendments requested represents only 64% of the total overage which is approximately 36% reduction for the City of Hoboken.**

On behalf of T&M Associates, thank you for your consideration. Should you have any questions or require additional information, please feel free to call.

Very truly yours,
T&M ASSOCIATES

PETER BONDAR, PE, CME
PRINCIPAL ENGINEER

DS:PB

City of Hoboken
Washington Street Redesign
Contract Amendment Breakdown

Contract Amendment	Description	Water Main			Stormwater Green Infrastructure			Transportation (All Other)			Total		
		Approximate Hours	Percentage	Cost	Approximate Hours	Percentage	Cost	Approximate Hours	Percentage	Cost	Approximate Hours	Percentage	Cost
1	Modified Scope (Credit)*	0.0	0.0%	$0.00	0.0	0.0%	$0.00	-476.5	100.0%	-$78,331.00	-476.5	100%	-$78,331.00
	Modified Scope Already Performed*	0.0	0.0%	$0.00	0.0	0.0%	$0.00	166.4	100.0%	$27,347.00	166.4	100%	$27,347.00
	Additional Scope for Design Elements*	171.7	25.0%	$28,223.00	171.7	25.0%	$28,223.00	343.4	50.0%	$56,446.00	686.7	100%	$112,892.00
	Subtotal	**171.7**	**45.6%**	**$28,223.00**	**171.7**	**45.6%**	**$28,223.00**	**33.2**	**8.8%**	**$5,462.00**	**376.6**	**100%**	**$61,908.00**
2	Suex Water Main Design Changes*	125.1	100.0%	$20,560.00	0.0	0.0%	$0.00	0.0	0.0%	$0.00	125.1	100%	$20,560.00
	Subtotal	**125.1**	**100.0%**	**$20,560.00**	**0.0**	**0.0%**	**$0.00**	**0.0**	**0.0%**	**$0.00**	**125.1**	**100%**	**$20,560.00**
3	LSRP*	115.9	70.0%	$19,040.00	0.0	0.0%	$0.00	49.7	30.0%	$8,160.00	165.5	100%	$27,200.00
	Subtotal	**115.9**	**70.0%**	**$19,040.00**	**0.0**	**0.0%**	**$0.00**	**49.7**	**30.0%**	**$8,160.00**	**165.5**	**100%**	**$27,200.00**
4	15th Street Gateway Corridor	Did Not Move Forward											
5	Project Acceleration	51.3	15.0%	$7,773.60	119.7	35.0%	$18,138.40	171.0	50.0%	$25,912.00	342.0	100%	$51,824.00
	NJDEP Requests	0.0	0.0%	$0.00	105.8	75.0%	$17,112.94	35.3	25.0%	$5,704.31	141.0	100%	$22,817.25
	Drainage Report	0.0	0.0%	$0.00	54.0	75.0%	$9,078.75	18.0	25.0%	$3,026.25	72.0	100%	$12,105.00
	O&M Plan	0.0	0.0%	$0.00	33.0	100.0%	$5,496.00	0.0	0.0%	$0.00	33.0	100%	$5,496.00
	Water Main Profiles	53.0	100.0%	$7,632.00	0.0	0.0%	$0.00	0.0	0.0%	$0.00	53.0	100%	$7,632.00
	Database Forms	0.0	0.0%	$0.00	8.0	100.0%	$1,320.00	0.0	0.0%	$0.00	8.0	100%	$1,320.00
	Value Engineering & Quality Assurance	95.4	15.0%	$15,266.09	95.4	15.0%	$15,266.09	445.2	70.0%	$71,241.74	636.0	100%	$101,773.92
	Test Pits	20.0	25.0%	$3,218.50	48.0	60.0%	$7,724.40	12.0	15.0%	$1,931.10	80.0	100%	$12,874.00
	Additional Meetings	14.6	20.0%	$2,614.20	21.9	30.0%	$3,921.30	36.5	50.0%	$6,535.50	73.0	100%	$13,071.00
	Additional Electrical	0.0	0.0%	$0.00	18.0	100.0%	$3,000.00	0.0	0.0%	$0.00	18.0	100%	$3,000.00
	Additional Microgrid Support	0.0	0.0%	$0.00	0.0	0.0%	$0.00	26.0	100.0%	$4,500.00	26.0	100%	$4,500.00
	State Comptroller Office	2.4	30.0%	$450.00	2.4	30.0%	$450.00	3.2	40.0%	$600.00	8.0	100%	$1,500.00
	Subtotal	**236.7**	**15.5%**	**$36,954.39**	**506.2**	**34.3%**	**$81,507.88**	**747.2**	**50.2%**	**$119,450.91**	**1490.0**	**100%**	**$237,913.17**
1-5	**Subtotal**	**649.3**	**30.1%**	**$104,777.39**	**677.8**	**31.6%**	**$109,730.88**	**830.0**	**38.3%**	**$133,072.91**	**2157.2**	**100%**	**$347,581.17**
	T&M Reduction *	-145.2	30.0%	-$23,874.35	-154.9	32.0%	-$25,465.97	-184.0	38.0%	-$30,240.84	-484.1	100%	-$79,581.17
	Total	**504.1**	**30.2%**	**$80,903.04**	**522.9**	**31.4%**	**$84,264.90**	**646.1**	**38.4%**	**$102,832.06**	**1673.1**	**100%**	**$268,000.00**

* - Used Average Rate for All Time Charged from Start of Job Through August, 2016= $164.39

YOUR GOALS. OUR MISSION.

HOBK-00090

May 9, 2016

Stephen Marks, PP, AICP, CFM, LEED GA
Municipal Manager
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Re: Scope and Fee Modifications – Contract Amendment No. 2
Washington Street Redesign

Dear Mr. Marks:

As discussed, we are providing this breakdown of modifications to our scope of providing preliminary and final design plans, specifications, estimates, schedules, and permits for the bidding and construction of the Washington Street Redesign project.

Our office met with representatives from Suez Water to discuss the proposed layout of improvements, as well as, discuss staging of the work. They reported difficulties in isolating the water main in order to conduct repairs recently and recommended that in lieu of using linestops as was originally proposed that insertion valves be installed to sufficiently isolate the water mains so that the water system improvements can be completed. It was also their recommendation that the intersecting water mains at each intersection be replaced the length of the intersection due to their poor condition.

These changes are anticipated to result in an additional $950,000 in construction costs which includes additional insertion valves at each intersection, additional piping and fittings, and additional costs associated with traffic control, mobilization, labor, etc. A credit for the wet taps and linestops that were originally proposed and are no longer necessary can be provided to offset the overall increase in construction costs resulting in a the total anticipated cost increase of $620,000.

In order to incorporate these changes, our staff will need to modify the construction drawings and specifications to eliminate the proposed wet taps and linestop design and provide for the installation of new water main piping and insertion valves at each intersection. Staging plans and notes will need to be modified for each intersection. The updated construction drawings will need to be resubmitted to the NJEIT for review. Additionally, Suez Water is currently providing additional mapping and GIS files in order to accurately draw the existing water system especially around each intersection where multiple lines are shown. We will review the information provided and incorporated into the plans.

The effort to complete these tasks is $20,560 and we are requesting a supplemental fee be provided for these additional services.

On behalf of T&M Associates, thank you for your consideration. Should you have any questions or require additional information, please feel free to call.

Very truly yours,
T&M ASSOCIATES

JACLYN FLOR, P.E., P.P., CME
VICE PRESIDENT, GROUP MANAGER

JF:PB

YOUR GOALS. OUR MISSION.

HOBK-00090

April 18, 2016

Stephen Marks, PP, AICP, CFM, LEED GA
Municipal Manager
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Re: Scope and Fee Modifications – Contract Amendment No. 1
Washington Street Redesign

Dear Mr. Marks:

As discussed, we are providing this breakdown of modifications to our scope of providing preliminary and final design plans, specifications, estimates, schedules, and permits for the bidding and construction of the Washington Street Redesign project.

As discussed at the December 21, 2015 meeting to review the Feasibility Report, the following items within the original project scope would be modified:

- The existing sidewalk would not be replaced. The only sidewalk to be replaced would be that disturbed due to ADA curb ramps and utility installation.
- No new street trees or tree replacement would be included. The only landscaping would be within the rain garden.
- No new street lights would be installed as the existing light levels were sufficient as determined by the lighting analysis which was completed.
- No streetscape amenities such as furniture, trash/recycling receptacles, bus stops would be included.
- The green infrastructure would not be expanded beyond the original project scope of providing 15 rain gardens.

The design effort associated with the above tasks is estimated at $78,331.00 and will be a reduction to the original design fee.

Also, as discussed at the December 21, 2015 meeting, T&M was authorized to proceed with preliminary design with the bike lane consisting of a protected bike lane in both directions for the length of the project. As indicated during that meeting, a change to the bike lane configuration would result in a need to redesign the curb bumpouts, green infrastructure, and traffic signal design. To date, $27,347.00 has been spent designing these elements which will now need to be redesigned and we are requesting a supplemental fee for this amount.

Additionally, in response to concerns of the design elements proposed, the following tasks were completed which were not included in the original scope of services:

- Preparation of revised anticipated construction schedule dated January 22, 2016
- Preparation of Fact Sheet on lane width determination, dated January 7, 2016
- Preparation of downtown and uptown proposed street section documents
- Preparation of downtown and uptown proposed street configuration documents
- Preparation and attendance at Transportation Subcommittee meeting – January 25, 2016
- Preparation and attendance at Business owners meeting –February 4, 2016
- Preparation and attendance at Special Council Meeting –February 8, 2016
- Preparation of responses from Special Council Meeting
- Preparation and attendance at Council Meeting – February 17, 2016
- Increased management time

The effort to complete these tasks is $112,892.00 and we are requesting a supplemental fee be provided for these additional services.

In summary, we are requesting consideration for a supplemental fee of $61,908.00.

On behalf of T&M Associates, thank you for your consideration. Should you have any questions or require additional information, please feel free to call.

Very truly yours,
T&M ASSOCIATES

JACLYN FLOR, P.E., P.P., CME
VICE PRESIDENT, GROUP MANAGER

JF:PB

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 19 2016

A-4

INTRODUCED BY:
SECONDED BY:

CITY CLERK

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO UNDERGROUND UTILITIES CORPORATION FOR CONSTRUCTION SERVICES FOR THE WASHINGTON STREET REDESIGN PROJECT IN ACCORDANCE WITH THE CITY'S BID NO. 16-09, IN THE TOTAL AMOUNT OF $17,563,235.71

WHEREAS, the City set forth a request for bids (Bid Number 16 – 09) in order to obtain bids for construction services for the Washington Street Redesign project as delineated in the attached Notice to Bidders; and,

WHEREAS, six (6) bids were received for the Washington Street Redesign project; and,

WHEREAS, the lowest three (3) bids were:

VENDOR	BASE BID	TOTAL BASE BID (Base Bid plus Alt. A – E)
1. Underground Utilities Corporation 711 Commerce Road Linden, NJ 07036	$15,415,385.71	$17,563,235.71
2. Montana Construction Corp. 8 Contant Ave. Lodi, NJ 07644	$17,017,587.00	$19,030,900.00
3. Joseph M. Sanzari, Inc. 90 W. Frank St. Hackensack, NJ 07601	$20,132,852.00	$21,564,182.00

WHEREAS, pursuant to the recommendation of the City Engineer (attached hereto), the City wishes to contract for the construction services specified in Bid No. 16-09, and Underground Utilities Corporation submitted the lowest, responsible, and responsive bid in the total amount of $17,563,235.71.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, as follows:

A. A contract shall be awarded to Underground Utilities Corporation for Bid No. 16-

09, in the total amount of Seventeen Million Five Hundred Sixty Three Thousand Two Hundred Thirty Five Dollars and Seventy One Cents ($17,563,235.71) for the Washington Street Redesign project in accordance with the specifications as set forth in Bid No. 16 - 09.

B. Award of a contract as described in (A) will be subject to authorization by the New Jersey Department of Environmental Protection and New Jersey Environmental Infrastructure Trust Fund.

C. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the project.

D. The contract shall be in accordance with the terms of the specifications and the vendor's corresponding bid proposal documents. No exceptions were noted in the City's Engineer recommendations; therefore, none will be accepted in performing obligations under the bid.

E. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.

F. The Mayor or her agent is hereby authorized to enter into an Agreement with the vendor for said purchase and sale.

G. This resolution shall take effect immediately upon passage.

Meeting date: October 19, 2016

APPROVED:

~~**STEPHEN D. MARKS**~~
~~**BUSINESS ADMINISTRATOR**~~
Patrick Wherry, Municipal Manager

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CONTRACT TO UNDERGROUND UTILITIES CORPORATION FOR CONSTRUCTION SERVICES FOR THE WASHINGTON STREET REDESIGN PROJECT IN ACCORDANCE WITH THE CITY'S BID NO. 16-09, IN THE TOTAL AMOUNT OF $17,563,235.71

AMOUNT TO BE CERTIFIED:

$17,563,235.71

ACCOUNT NUMBERS TO CERTIFY FROM:

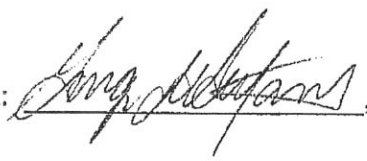
G-02-25-116-008	447,030
C-04-60-715-110	5,001,726
C-04-60-715-112	2,467,616
C-04-60-716-210	9,154,999.71
C-04-60-715-114	34,834
C-04-60-715-116	457,030
	$
Total	**17,563,235.71**

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $17,563,235.71 is available in the following appropriation:

	G-02-25-116-008	447,030
	C-04-60-715-110	5,001,726
	C-04-60-715-112	2,467,616
	C-04-60-716-210	9,154,999.71
	C-04-60-715-114	34,834
	C-04-60-715-116	457,030
		$
	Total	17,563,235.71

I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  , George DeStefano, CFO

Batch Id: GDS Batch Date: 10/19/16 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
G-02-25-116-008 NJDOT Roadway Prog-Washington St CY2016	Encumbrance	CFO Cert for meeting 10/19/16 Undergroun	447,030.00	1
C-04-60-715-110 Z360 Washington Street Water Mains	Encumbrance	CFO Cert for meeting 10/19/16 Undergroun	5,001,726.00	2
C-04-60-715-112 Z360 Drainage and Green Infrastructure	Encumbrance	CFO Cert for meeting 10/19/16 Undergroun	2,467,616.00	3
C-04-60-716-210 Z-416 MILLING/REPAVING WASHINGTON ST	Encumbrance	CFO Cert for meeting 10/19/16 Undergroun	9,154,999.71	4
C-04-60-715-114 Z360 Roadway and Traffice Signalization	Encumbrance	CFO Cert for meeting 10/19/16 Undergroun	34,834.00	5
C-04-60-715-116 Z360 Roadway/Traffic Signalization Grant	Encumbrance	CFO Cert for meeting 10/19/16 Undergroun	457,030.00	6

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	17,116,205.71
GRANT FUND	G-02	0.00	0.00	0.00	0.00	0.00	447,030.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	17,563,235.71

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	6	17,563,235.71
Total:	6	17,563,235.71

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	6	17,563,235.71

Batch: GDS Updated Entries: 6 Updated Amount: 17,563,235.71 Ref Num: 4453

George DeStefano

From:	George DeStefano
Sent:	Wednesday, October 19, 2016 3:59 PM
To:	Al Dineros; Alyssa Bongiovanni
Cc:	Chris Baldwin; Patrick Wherry
Subject:	FW: Certification of Funds
Attachments:	10 19 2016 resolution Underground Utilities Washington Street Redesign - bid 16 - 09.docx

Al

The resolution attached is for a certification of funds for $17,563,235.71. As you are aware according to best practice the comptroller office has to the review the contract.
Please advise ~~for~~ if the comptroller office was notified?

Thank You
George

From: Alyssa Bongiovanni
Sent: Wednesday, October 19, 2016 3:18 PM
To: George DeStefano
Cc: Patrick Wherry; Chris Baldwin
Subject: Certification of Funds

Hi George,

Please see the attached to complete the Certification of Funds. Chris/Pat- Let me know if the Washington Street Redesign certification looks okay. Thanks!

Alyssa

Alyssa L. Bongiovanni, Esq
Assistant Corporation Counsel
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030
Work: 201-420-2010 / 201-420-2058
Fax: 201-792-1858

Please consider the environment before printing this email.

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CITY OF HOBOKEN
Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: October 12, 2016

To: Quentin Wiest, Business Administrator
Stephen Marks, Municipal Manager
Corporation Counsel

From: AL B. Dineros

Subject: Recommendation to Award the Contract for Bid 16 - 09 – Washington Street Redesign Project

Reference: (a) Memorandum from T&M Associates dated October 11, 2016

T&M Associates reviewed the bid proposals documentations submitted by three lowest bidders and were satisfied that it met the intent of the specifications.

I reviewed the mandatory bid documents submitted by the three (3) lowest bidders and I fully concur with the comments from T&M Associates regarding the following submission from the three (3) lowest bidders:

1. Underground Utilities Corporation – appears to have a complete submission.
2. Montana Construction Corp., Inc. – appears to have a complete submission.
3. Creamer-Sanzari Joint venture – appears to have complete submission.

I fully concurred with T&M Associates to award the contract to Underground Utilities Corporation for a total not to exceed amount of $17,563,235.71.00. Below are the three lowest bidders:

VENDOR	BASE BID	TOTAL BASE BID (Base Bid plus Alt. A – E)
1. Underground Utilities Corporation 711 Commerce Road Linden, NJ 07036	$15,415,385.71	$17,563,235.71
2. Montana Construction Corp.	$17,017,587.00	$19,030,900.00

Lodi, NJ 07644

3.	Joseph M. Sanzari, Inc. Hackensack, NJ 07601	$20,132,852.00	$21,564,182.00

YOUR GOALS. OUR MISSION.

HOBK-00090

October 11, 2016

Mayor and Council Members
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Re: Recommendation of Award
Washington Street Redesign

Dear Mayor and Council Members:

On Wednesday, August 24, 2016, six (6) bids were received for the **Washington Street Redesign Project** which is being partially funded through the New Jersey Environmental Infrastructure Trust and by municipal aid grants from the New Jersey Department of Transportation (NJDOT). Enclosed is the bid summary for the project which is summarized below:

Bidder	Base Bid	Total Bid (Base Bid Plus Alt. A-E)
Underground Utilities Corp.	$15,415,385.71	$17,563,235.71*
Montana Construction Corp., Inc.	$17,017,587.00	$19,030,900.00
Joseph M. Sanzari, Inc.	$20,132,852.00	$21,564,182.00*
New Prince Concrete	$20,028,144.80	$22,592,764.80
Berto Construction, Inc.	$20,856,517.50	$23,562,096.50*
Carbro Construction Corp.	$21,856,707.00	$24,287,532.00
		*Corrected totals
Engineer's Estimate	$18,761,913.50	$20,700,857.50

The lowest responsive bidder for the project is Underground Utilities Corporation, 711 Commerce Road, Linden, NJ 07036 with a Base Bid plus all alternates of $17,563,235.71. Further, Underground Utilities Corporation is the lowest bidder if any or all the alternate bid items are awarded.

We have reviewed all the bid documents and find that all required forms and documents have been provided by Underground Utilities Corporation. There were two discrepancies in the bid that are summarized below and are reflected in the bid amounts reported above.

1. There was a mathemical error in the extended total of Base Bid, Proposal A, Item #25 which was bid as $190,000 however the unit price was $10.00 which makes the extended total $190.00 not $190,000. This reduced the amount bid by $189,810.00.
2. There was a mathemical error in the tabulation of the total amount for Base Bid, Proposal B which was bid as $5,376,378.00 however the correct total amount should be $5,626,678.00. This increase the amount bid by $250,300.

The bid has been divided into 3 base bids (Proposal A, B and C) and 5 alternates (Alternate A through Alternate E) which are summarized as follows:

Base Bid, Proposal A includes the roadway resurfacing, installation of the 15 new traffic signals, traffic and bicycle striping & signage and other ancillary items for the project. We recommend award of the Base Bid, Proposal A.

Base Bid, Proposal B includes the work associated with the water main improvements. We recommend award of the Base Bid, Proposal B.

Base Bid, Proposal C includes the work associated with the green infrastructure improvements of 15 rain gardens, drainage improvements and landscaping. We recommend award of the Base Bid, Proposal C.

Alternate A includes work associated with the refurbishing of the existing decorative light poles. We recommend award of the Alternate A.

Alternate B includes work associated with the microgrid infrastructure from Observer Highway to 4th Street. We recommend award of the Alternate B.

Alternate C includes work associated with the microgrid infrastructure from 4th Street to 7TH Street. We recommend award of the Alternate C.

Alternate D includes work associated with the microgrid infrastructure from 7th Street to 11th Street. We recommend award of the Alternate D.

Alternate E includes work associated with the microgrid infrastructure from 11th Street to 14th Street. We recommend award of the Alternate E.

Based on a review of the bid submitted and a review of the contractor's prior work experience which included projects with our office, we recommend award of the contract to Underground Utilities Corporation for the Base Bid (Proposals A, B & C) and all Alternate Bid Items (Alternates A through E) for a total amount of $17,563,235.71.

Award should be contingent upon the following:

1. Certification of funds by the Chief Financial Officer.
2. Review of the bid documents by the City Attorney.
3. Approval from the New Jersey of Environmental Protection and the New Jersey Environmental Infrastructure Trust.
4. Approval from the New Jersey Department of Transportation.
5. Approval from the New Jersey Department of Labor and Division of Wage and Hour Compliance.

If you have any questions or require additional information, please call.

Very truly yours,
T&M ASSOCIATES

PETER BONDAR, PE, CME
CONSULTING ENGINEER

PB
Enclosure

cc: Stephen Marks, Business Administrator
John Morgan, Director of Transportation
Al Dineros, Purchasing Agent

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CITY OF HOBOKEN
WASHINGTON STREET REDESIGN
BID SUMMARY RECEIVED AUGUST 24, 2016

BASE BID - PROPOSAL A

Item	Description	Qty.	Unit	ENGINEER'S ESTIMATE Unit Price	ENGINEER'S ESTIMATE Amount	New Prince Concrete Construction Unit Price	New Prince Concrete Construction Amount	Montana Unit Price	Montana Amount	Carbro Constructors, Corp. Unit Price	Carbro Constructors, Corp. Amount	Sanzari Unit Price	Sanzari Amount	Berto Construction, Inc. Unit Price	Berto Construction, Inc. Amount	Underground Utilities Unit Price	Underground Utilities Amount	
1	FUEL PRICE ADJUSTMENT	1	LS	$4,100	$4,100.00	$4,100.00	$4,100.00	$4,100.00	$4,100.00	$4,100.00	$4,100.00	$4,100.00	$4,100.00	$4,100.00	$4,100.00	$4,100.00	$4,100.00	
2	ASPHALT PRICE ADJUSTMENT	1	LS	$7,800	$7,800.00	$7,800.00	$7,800.00	$7,800.00	$7,800.00	$7,800.00	$7,800.00	$7,800.00	$7,800.00	$7,800.00	$7,800.00	$7,800.00	$7,800.00	
3	UNIFORMED POLICE TRAFFIC DIRECTORS	1	ALLOWANCE	$1,088,000	$1,088,000.00	$1,088,000.00	$1,088,000.00	$1,088,000.00	$1,088,000.00	$1,088,000.00	$1,088,000.00	$1,088,000.00	$1,088,000.00	$1,088,000.00	$1,088,000.00	$1,088,000.00	$1,088,000.00	
4	UTILITY TEST PIT (MIN. BID PRICE $100/CY)	600	CY	$800	$480,000.00	$250.00	$150,000.00	$100.00	$60,000.00	$100.00	$60,000.00	$100.00	$60,000.00	$100.00	$60,000.00	$100.00	$60,000.00	
5	BREAKAWAY BARRICADES	90	UNIT	$125	$11,250.00	$130.00	$11,700.00	$100.00	$9,000.00	$115.00	$10,350.00	$250.00	$22,500.00	$95.00	$8,550.00	$1.00	$90.00	
6	DRUMS	450	UNIT	$75	$33,750.00	$70.00	$31,500.00	$1.00	$450.00	$60.00	$27,000.00	$90.00	$40,500.00	$100.00	$45,000.00	$1.00	$450.00	
7	TRAFFIC CONES	300	UNIT	$50	$15,000.00	$30.00	$9,000.00	$1.00	$300.00	$14.00	$4,200.00	$50.00	$15,000.00	$30.00	$9,000.00	$1.00	$300.00	
8	CONSTRUCTION SIGNS	1800	SF	$10	$18,000.00	$20.00	$36,000.00	$10.00	$18,000.00	$30.00	$54,000.00	$45.00	$81,000.00	$15.00	$27,000.00	$8.50	$15,300.00	
9	TRAFFIC CONTROL TRUCKS WITH MOUNTED CRASH CUSHION	3	UNIT	$10,000	$30,000.00	$30,000.00	$90,000.00	$2,500.00	$7,500.00	$10,000.00	$30,000.00	$25,000.00	$75,000.00	$20,000.00	$60,000.00	$12,000.00	$36,000.00	
10	FLASHING ARROW BOARD	6	UNIT	$5,000	$30,000.00	$7,000.00	$42,000.00	$250.00	$1,500.00	$2,500.00	$15,000.00	$7,500.00	$45,000.00	$5,000.00	$30,000.00	$7,200.00	$43,200.00	
11	PORTABLE VARIABLE MESSAGE SIGN	4	UNIT	$10,000	$40,000.00	$25,000.00	$100,000.00	$1,500.00	$6,000.00	$10,000.00	$40,000.00	$10,000.00	$40,000.00	$13,000.00	$52,000.00	$14,280.00	$57,120.00	
12	TEMPORARY TRAFFIC STRIPES, 4"	25000	LF	$0	$7,500.00	$0.30	$7,500.00	$0.25	$6,250.00	$0.25	$6,250.00	$0.50	$12,500.00	$0.22	$5,500.00	$0.27	$6,750.00	
13	TEMPORARY PAVEMENT MARKINGS	200	SF	$1	$200.00	$2.00	$400.00	$1.50	$300.00	$2.00	$400.00	$2.00	$400.00	$1.50	$300.00	$2.50	$500.00	
14	TEMPORARY PAVEMENT MARKERS	2800	UNIT	$5	$14,000.00	$2.00	$5,600.00	$1.00	$2,800.00	$1.00	$2,800.00	$2.00	$5,600.00	$1.50	$4,200.00	$1.00	$2,800.00	
15	ADA COMPLIANT PEDESTRIAN BARRICADE	4800	LF	$25	$120,000.00	$25.00	$120,000.00	$1.00	$4,800.00	$28.00	$134,400.00	$75.00	$360,000.00	$18.00	$86,400.00	$45.00	$216,000.00	
16	REMOVAL OF TRAFFIC STRIPES	5000	LF	$1	$3,000.00	$0.50	$2,500.00	$0.50	$2,500.00	$0.50	$2,500.00	$1.00	$5,000.00	$0.40	$2,000.00	$0.85	$4,250.00	
17	PORTABLE TEMPORARY TRAFFIC SIGNAL	4	UNIT	$60,000	$240,000.00	$40,000.00	$160,000.00	$35,000.00	$140,000.00	$75,000.00	$300,000.00	$50,000.00	$200,000.00	$40,000.00	$160,000.00	$50,000.00	$200,000.00	
18	HMA MILLING, 3" OR LESS	39000	SY	$7	$273,000.00	$4.50	$175,500.00	$4.00	$156,000.00	$6.50	$253,500.00	$12.00	$468,000.00	$4.00	$156,000.00	$6.00	$234,000.00	
19	HOT MIX ASPHALT 12.5M76 SURFACE COURSE, 2" THK.	5200	TON	$130	$676,000.00	$90.00	$468,000.00	$125.00	$650,000.00	$110.00	$572,000.00	$125.00	$650,000.00	$111.65	$580,580.00	$120.00	$624,000.00	
20	HOT MIX ASPHALT 19M64 BASE COURSE, 6" THK. (IF AND WHERE DIRECTED)	2900	TON	$130	$377,000.00	$90.00	$261,000.00	$100.00	$290,000.00	$225.00	$652,500.00	$135.00	$391,500.00	$100.00	$290,000.00	$118.00	$342,200.00	
21	CORE SAMPLES, HOT MIX ASPHALT	20	UNIT	$500	$10,000.00	$325.00	$6,500.00	$150.00	$3,000.00	$150.00	$3,000.00	$200.00	$4,000.00	$200.00	$4,000.00	$165.00	$3,300.00	
22	DENSE GRADED AGGREGATE BASE COURSE, 6" THK. (IF & WHERE DIRECTED)	10790	SY	$15	$161,850.00	$30.00	$323,700.00	$6.00	$64,740.00	$23.00	$248,170.00	$12.00	$129,480.00	$15.00	$161,850.00	$6.50	$70,135.00	
23	RESET MANHOLE, USING EXISTING CASTING	156	UNIT	$500	$78,000.00	$350.00	$54,600.00	$300.00	$46,800.00	$400.00	$62,400.00	$500.00	$78,000.00	$600.00	$93,600.00	$250.00	$39,000.00	
24	FIELD OFFICE, TYPE B, SETUP	1	UNIT	$20,000	$20,000.00	$250,000.00	$250,000.00	$25,000.00	$25,000.00	$300,000.00	$300,000.00	$50,000.00	$50,000.00	$5,000.00	$5,000.00	$144,000.00	$144,000.00	
25	FIELD OFFICE, TYPE B, MAINTENANCE	19	MONTHS	$6,000	$114,000.00	$3,000.00	$57,000.00	$1,000.00	$19,000.00	$4,400.00	$83,600.00	$3,000.00	$57,000.00	$5,000.00	$95,000.00	$10.00	$190.00	* Amount Listed as $190,000
26	GAS SERVICE RELOCATION, ALL DEPTHS (IF & WHERE DIRECTED)	5	UNIT	$2,000	$10,000.00	$10,000.00	$50,000.00	$5,000.00	$25,000.00	$11,000.00	$55,000.00	$1.00	$5.00	$1.00	$5.00	$5,000.00	$25,000.00	
27	EXISTING ELECTRICAL SERVICE RELOCATION, ALL DEPTHS (IF & WHERE DIRECTED)	5	UNIT	$2,500	$12,500.00	$10,000.00	$50,000.00	$500.00	$2,500.00	$16,000.00	$80,000.00	$5,000.00	$25,000.00	$1.00	$5.00	$5,000.00	$25,000.00	
28	EXISTING WATER SERVICE RELOCATION, ALL DEPTHS (IF & WHERE DIRECTED)	5	UNIT	$2,000	$10,000.00	$6,000.00	$30,000.00	$2,500.00	$12,500.00	$6,000.00	$30,000.00	$1.00	$5.00	$1.00	$5.00	$2,500.00	$12,500.00	
29	EXISTING CABLE OR TELEPHONE SERVICE RELOCATION, ALL DEPTHS (IF & WHERE DIRECTED)	5	UNIT	$1,500	$7,500.00	$6,000.00	$30,000.00	$5,000.00	$25,000.00	$6,500.00	$32,500.00	$3,000.00	$15,000.00	$1.00	$5.00	$2,000.00	$10,000.00	
30	SANITARY SEWER LATERAL RELOCATION, ALL DEPTHS (IF & WHERE DIRECTED)	5	UNIT	$1,500	$7,500.00	$6,000.00	$30,000.00	$1,000.00	$5,000.00	$4,000.00	$20,000.00	$5,000.00	$25,000.00	$1,500.00	$7,500.00	$3,500.00	$17,500.00	
31	RESET GRANITE CURB (IF & WHERE DIRECTED)	200	LF	$50	$10,000.00	$40.00	$8,000.00	$15.00	$3,000.00	$23.00	$4,600.00	$50.00	$10,000.00	$20.00	$4,000.00	$30.00	$6,000.00	
32	REGULATORY AND WARNING SIGN	1325	SF	$60	$79,500.00	$40.00	$53,000.00	$45.00	$59,625.00	$45.00	$59,625.00	$50.00	$66,250.00	$45.00	$59,625.00	$80.00	$106,000.00	
33	MASTARM STREET NAME SIGNS	226	SF	$90	$20,340.00	$95.00	$21,470.00	$75.00	$16,950.00	$200.00	$45,200.00	$135.00	$30,510.00	$100.00	$22,600.00	$100.00	$22,600.00	
34	1" RIGID METALLIC CONDUIT	50	LF	$175	$8,750.00	$30.00	$1,500.00	$40.00	$2,000.00	$33.00	$1,650.00	$40.00	$2,000.00	$40.00	$2,000.00	$41.00	$2,050.00	
35	2" RIGID METALLIC CONDUIT	740	LF	$110	$81,400.00	$54.00	$39,960.00	$50.00	$37,000.00	$49.00	$36,260.00	$85.00	$62,900.00	$50.00	$37,000.00	$88.00	$65,120.00	
36	3" RIGID METALLIC CONDUIT	8045	LF	$75	$603,375.00	$57.00	$458,565.00	$60.00	$482,700.00	$57.00	$458,565.00	$45.00	$362,025.00	$65.00	$522,925.00	$39.00	$313,755.00	
37	17" X 30" JUNCTION BOX	61	UNIT	$1,600	$97,600.00	$1,750.00	$106,750.00	$1,550.00	$94,550.00	$1,100.00	$67,100.00	$2,000.00	$122,000.00	$2,500.00	$152,500.00	$1,320.00	$80,520.00	
38	18" X 36" JUNCTION BOX	15	UNIT	$2,500	$37,500.00	$2,600.00	$39,000.00	$2,000.00	$30,000.00	$1,900.00	$28,500.00	$2,500.00	$37,500.00	$3,500.00	$52,500.00	$2,282.00	$34,230.00	
39	FOUNDATION, TYPE SFT	50	UNIT	$2,500	$125,000.00	$3,200.00	$160,000.00	$1,150.00	$57,500.00	$1,750.00	$87,500.00	$2,000.00	$100,000.00	$3,000.00	$150,000.00	$1,540.00	$77,000.00	
40	FOUNDATION, TYPE P-MC	15	UNIT	$5,875	$88,125.00	$4,000.00	$60,000.00	$2,500.00	$37,500.00	$2,650.00	$39,750.00	$3,000.00	$45,000.00	$1,500.00	$22,500.00	$2,893.00	$43,395.00	
41	FOUNDATION, TYPE SPF	56	UNIT	$2,000	$112,000.00	$2,400.00	$134,400.00	$1,000.00	$56,000.00	$1,200.00	$67,200.00	$1,250.00	$70,000.00	$1,500.00	$84,000.00	$1,100.00	$61,600.00	
42	FOUNDATION, TYPE SFT	1	UNIT	$7,000	$7,000.00	$7,600.00	$7,600.00	$4,500.00	$4,500.00	$4,100.00	$4,100.00	$5,500.00	$5,500.00	$3,750.00	$3,750.00	$5,000.00	$5,000.00	
43	FOUNDATION, TYPE SFK	13	UNIT	$3,000	$39,000.00	$3,200.00	$41,600.00	$1,400.00	$18,200.00	$1,850.00	$24,050.00	$2,000.00	$26,000.00	$6,000.00	$78,000.00	$2,000.00	$26,000.00	
44	METER CABINET, TYPE TL	15	UNIT	$3,500	$52,500.00	$5,500.00	$82,500.00	$4,000.00	$60,000.00	$3,500.00	$52,500.00	$3,500.00	$52,500.00	$5,000.00	$75,000.00	$4,000.00	$60,000.00	
45	GROUND WIRE, NO. 8 AWG	7500	LF	$5	$37,500.00	$2.00	$15,000.00	$2.00	$15,000.00	$2.00	$15,000.00	$3.00	$22,500.00	$2.10	$15,750.00	$2.31	$17,325.00	
46	SERVICE WIRE, NO. 6 AWG	3350	LF	$6	$20,100.00	$4.00	$13,400.00	$3.00	$10,050.00	$2.50	$8,375.00	$4.00	$13,400.00	$3.90	$13,065.00	$4.29	$14,371.50	
47	CONTROLLER, 8 PHASE INCLUDING BATTERY BACKUP	15	UNIT	$37,500	$562,500.00	$22,500.00	$337,500.00	$17,000.00	$255,000.00	$18,000.00	$270,000.00	$30,000.00	$450,000.00	$30,000.00	$450,000.00	$30,000.00	$450,000.00	
48	TRAFFIC SIGNAL STANDARD, ALUMINUM	63	UNIT	$3,000	$189,000.00	$3,000.00	$189,000.00	$2,300.00	$144,900.00	$2,800.00	$176,400.00	$3,000.00	$189,000.00	$2,370.00	$149,310.00	$3,000.00	$189,000.00	
49	TRAFFIC SIGNAL STANDARD, STEEL	1	UNIT	$16,000	$16,000.00	$8,000.00	$8,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$7,000.00	$7,000.00	$6,400.00	$6,400.00	$8,000.00	$8,000.00	
50	PEDESTRIAN SIGNAL STANDARD	56	UNIT	$1,250	$70,000.00	$1,000.00	$56,000.00	$750.00	$42,000.00	$900.00	$50,400.00	$1,000.00	$56,000.00	$730.00	$40,880.00	$1,000.00	$56,000.00	
51	TRAFFIC SIGNAL MAST ARM, ALUMINUM	60	UNIT	$3,000	$180,000.00	$2,300.00	$138,000.00	$1,800.00	$108,000.00	$2,300.00	$138,000.00	$2,000.00	$120,000.00	$1,600.00	$96,000.00	$1,760.00	$105,600.00	
52	TRAFFIC SIGNAL MAST ARM, STEEL	1	UNIT	$11,500	$11,500.00	$5,000.00	$5,000.00	$5,500.00	$5,500.00	$4,000.00	$4,000.00	$5,000.00	$5,000.00	$4,100.00	$4,100.00	$4,510.00	$4,510.00	
53	TRAFFIC SIGNAL CABLE, 2 CONDUCTOR	20180	LF	$3	$60,540.00	$3.00	$60,540.00	$2.60	$52,468.00	$2.00	$40,360.00	$4.00	$80,720.00	$2.10	$42,378.00	$2.31	$46,615.80	
54	TRAFFIC SIGNAL CABLE, 5 CONDUCTOR	20170	LF	$4	$80,680.00	$3.00	$60,510.00	$3.00	$60,510.00	$3.00	$60,510.00	$5.00	$100,850.00	$2.50	$50,425.00	$2.75	$55,467.50	
55	TRAFFIC SIGNAL CABLE, 10 CONDUCTOR	10800	LF	$5	$54,000.00	$3.00	$32,400.00	$3.80	$41,040.00	$3.50	$37,800.00	$5.00	$54,000.00	$3.05	$32,940.00	$3.35	$36,180.00	
56	TRAFFIC SIGNAL HEAD	99	UNIT	$1,750	$173,250.00	$1,400.00	$138,600.00	$1,000.00	$99,000.00	$1,250.00	$123,750.00	$1,250.00	$123,750.00	$1,060.00	$104,940.00	$1,166.00	$115,434.00	
57	PUSH BUTTON INSTALLATION	4	UNIT	$4,000	$16,000.00	$2,200.00	$8,800.00	$1,500.00	$6,000.00	$1,700.00	$6,800.00	$1,750.00	$7,000.00	$1,465.00	$5,860.00	$1,611.00	$6,444.00	
58	PEDESTRIAN SIGNAL HEAD	120	UNIT	$1,400	$168,000.00	$1,200.00	$144,000.00	$950.00	$114,000.00	$925.00	$111,000.00	$1,200.00	$144,000.00	$900.00	$108,000.00	$1,000.00	$120,000.00	
59	PUSH BUTTON	120	UNIT	$1,200	$144,000.00	$1,300.00	$156,000.00	$975.00	$117,000.00	$1,100.00	$132,000.00	$1,300.00	$156,000.00	$990.00	$118,800.00	$1,200.00	$144,000.00	
60	CONTROLLER TURN-ON	15	UNIT	$6,000	$90,000.00	$3,300.00	$49,500.00	$5,400.00	$81,000.00	$5,000.00	$75,000.00	$6,500.00	$97,500.00	$5,400.00	$81,000.00	$6,000.00	$90,000.00	
61	LIGHTING MAST ARM ALUMINUM	4	UNIT	$3,000	$12,000.00	$900.00	$3,600.00	$1,000.00	$4,000.00	$900.00	$3,600.00	$800.00	$3,200.00	$675.00	$2,700.00	$742.00	$2,968.00	
62	GPS PREEMPTION SYSTEM	15	UNIT	$17,500	$262,500.00	$13,500.00	$202,500.00	$10,000.00	$150,000.00	$11,000.00	$165,000.00	$15,000.00	$225,000.00	$10,600.00	$159,000.00	$15,000.00	$225,000.00	
63	FIREHOUSE PREEMPTION SYSTEM	1	LS	$20,000	$20,000.00	$13,000.00	$13,000.00	$13,140.00	$13,140.00	$30,000.00	$30,000.00	$20,000.00	$20,000.00	$14,000.00	$14,000.00	$20,000.00	$20,000.00	
64	PSE&G ALLOWANCE	1	ALLOWANCE	$150,000	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	
65	COUNTY VERTICAL CURB (IF & WHERE DIRECTED)	200	LF	$100	$20,000.00	$40.00	$8,000.00	$65.00	$13,000.00	$33.00	$6,600.00	$40.00	$8,000.00	$30.00	$6,000.00	$30.00	$6,000.00	
66	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC, 4" WIDE	44023	LF	$2	$88,046.00	$0.85	$37,419.55	$0.80	$35,218.40	$1.00	$44,023.00	$1.00	$44,023.00	$0.70	$30,816.10	$0.59	$25,973.57	
67	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC, 8" WIDE	5933	LF	$4	$23,732.00	$1.25	$7,416.25	$1.00	$5,933.00	$1.00	$5,933.00	$2.00	$11,866.00	$1.00	$5,933.00	$1.18	$7,000.94	
68	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC, 12" WIDE	448	LF	$6	$2,688.00	$2.50	$1,120.00	$2.00	$896.00	$2.00	$896.00	$3.00	$1,344.00	$2.00	$896.00	$1.78	$797.44	
69	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC, 24" WIDE	5336	LF	$12	$64,032.00	$4.00	$21,344.00	$3.00	$16,008.00	$3.00	$16,008.00	$4.00	$21,344.00	$3.00	$16,008.00	$3.56	$18,996.16	
70	TRAFFIC MARKING, THERMOPLASTIC	3260	SF	$8	$26,080.00	$7.00	$22,820.00	$6.00	$19,560.00	$7.00	$22,820.00	$7.00	$22,820.00	$6.00	$19,560.00	$6.00	$19,560.00	
71	ENDURABLEND POLYMER CEMENT SURFACING, GREEN	21166	SF	$8	$169,328.00	$10.00	$211,660.00	$8.00	$169,328.00	$9.00	$190,494.00	$10.00	$211,660.00	$13.65	$288,915.90	$8.80	$186,260.80	
72	ENDURABLEND POLYMER CEMENT SURFACING, RED	1430	SF	$8	$11,440.00	$10.00	$14,300.00	$8.00	$11,440.00	$9.00	$12,870.00	$10.00	$14,300.00	$13.65	$19,519.50	$8.80	$12,584.00	
73	DECORATIVE PAVEMENT TREATMENT	3000	SF	$10	$30,000.00	$13.00	$39,000.00	$11.00	$33,000.00	$12.00	$36,000.00	$12.00	$36,000.00	$16.65	$49,950.00	$12.00	$36,000.00	
74	CURB PAINT (IF & WHERE DIRECTED)	800	LF	$5	$4,000.00	$2.00	$1,600.00	$2.00	$1,600.00	$2.00	$1,600.00	$2.00	$1,600.00	$3.40	$2,720.00	$1.20	$960.00	
75	ALLOWANCE FOR WORK NOT SPECIFIED	1	ALLOWANCE	$50,000	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	
76	LOAD, HAUL, AND DISPOSE OF REGULATED MATERIAL	1	ALLOWANCE	$100,000	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$10,000.00	$10,000.00	$100,000.00	$100,000.00	
77	LOAD, HAUL, AND DISPOSE OF REGULATED MATERIAL, HAZARDOUS	1	ALLOWANCE	$10,000	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	
			TOTAL - BASE BID, PROPOSAL A		$8,178,956.00		$7,172,774.80		$5,583,956.40		$7,257,309.00		$7,505,452.00		$6,465,666.50		$6,523,803.71	
			BID AMOUNT AS SUBMITTED				$7,172,774.80		$5,583,956.40		$7,257,309.00		$7,455,452.00		$6,573,666.50		$6,713,613.71	
													$50,000.00		$ (108,000.00)		$ (189,810.00)	

HO BX-00090

10/11/2016

ADD ALTERNATE A

Item	Description	Qty.	Unit	ENGINEER'S ESTIMATE		New Prince Concrete Construction		Montana		Carbro Constructors, Corp.		Sanzari		Berto Construction, Inc.		Underground Utilities	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
A-1	CLEAN AND PAINT EXISTING LIGHT POLE	180	UNIT	$500.00	$90,000.00	$500.00	$90,000.00	$350.00	$63,000.00	$775.00	$139,500.00	$750.00	$135,000.00	$900.00	$162,000.00	$1,400.00	$252,000.00
	TOTAL - ADD ALTERNATE A				$90,000.00		$90,000.00		$63,000.00		$139,500.00		$135,000.00		$162,000.00		$252,000.00
	BID AMOUNT AS SUBMITTED						$90,000.00		$63,000.00		$139,500.00		$135,000.00		$162,000.00		$252,000.00

ADD ALTERNATE B

Item	Description	Qty.	Unit	ENGINEER'S ESTIMATE		New Prince Concrete Construction		Montana		Carbro Constructors, Corp.		Sanzari		Berto Construction, Inc.		Underground Utilities	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
B-1	UNIFORMED POLICE TRAFFIC DIRECTORS	1	ALLOWANCE	$21,000	$21,000.00	$21,000.00	$21,000.00	$21,000.00	$21,000.00	$21,000.00	$21,000.00	$21,000.00	$21,000.00	$21,000.00	$21,000.00	$21,000.00	$21,000.00
B-2	FUEL PRICE ADJUSTMENT	10	CY	$500	$5,000.00	$250.00	$2,500.00	$140.00	$1,400.00	$150.00	$1,500.00	$100.00	$1,000.00	$100.00	$1,000.00	$100.00	$1,000.00
B-3	ASPHALT PRICE ADJUSTMENT	775	SY	$18	$13,950.00	$13.00	$11,633.00	$12.00	$9,300.00	$13.00	$11,625.00	$9.00	$6,973.00	$24.00	$18,600.00	$6.00	$4,650.00
B-4	UTILITY TEST PIT (MIN. BID PRICE $100/CY)	775	SY	$50	$38,750.00	$45.00	$34,875.00	$50.00	$38,750.00	$65.00	$50,375.00	$75.00	$58,125.00	$75.00	$58,125.00	$45.00	$34,875.00
B-5	DENSE GRADED AGGREGATE BASE COURSE, 6" THK. (EF & WHERE DIRECTED)	4600	LF	$43	$207,000.00	$43.00	$207,000.00	$47.00	$216,200.00	$63.00	$289,800.00	$30.00	$138,000.00	$40.00	$184,000.00	$30.00	$138,000.00
B-6	TEMPORARY PAVEMENT RESTORATION - HOT MIX ASPHALT 19MM4 BASE COURSE, 8" TH.	2300	LF	$30	$69,000.00	$43.00	$103,500.00	$23.00	$52,900.00	$40.00	$92,000.00	$20.00	$46,000.00	$38.00	$87,400.00	$40.00	$92,000.00
B-7	COARSE AGGREGATE PIPE BEDDING, CLASS C (EF & WHERE DIRECTED)	2060	LF	$45	$92,700.00	$43.00	$88,580.00	$49.00	$100,940.00	$70.00	$144,200.00	$35.00	$72,100.00	$60.00	$123,600.00	$35.00	$72,100.00
B-8	8" DUCTILE IRON PIPE (EF & WHERE DIRECTED)	560	LF	$320	$179,200.00	$48.00	$26,880.00	$28.00	$15,680.00	$40.00	$22,400.00	$30.00	$16,800.00	$58.00	$32,480.00	$35.00	$19,600.00
B-9	12" DUCTILE IRON PIPE (EF & WHERE DIRECTED)	242	LF	$320	$77,440.00	$60.00	$14,520.00	$44.00	$10,648.00	$100.00	$24,200.00	$90.00	$21,780.00	$56.00	$13,552.00	$30.00	$7,260.00
B-10	12" DUCTILE IRON PIPE	4	UNIT	$3,000	$12,000.00	$3,400.00	$13,600.00	$1,700.00	$6,800.00	$3,000.00	$12,000.00	$900.00	$3,600.00	$7,338.00	$29,352.00	$1,800.00	$7,200.00
B-11	CITY STANDARD MANHOLE	4	UNIT	$6,100	$24,400.00	$20,000.00	$80,000.00	$10,700.00	$42,800.00	$18,000.00	$72,000.00	$1,850.00	$7,400.00	$30,038.00	$120,152.00	$1,800.00	$7,200.00
B-12	INLET CONVERSION TO MANHOLE	21	UNIT	$112	$2,352.00	$60.00	$1,260.00	$5.00	$105.00	$200.00	$4,200.00	$25.00	$525.00	$8.00	$168.00	$100.00	$2,100.00
B-13	8" x 20" CONCRETE VERTICAL CURB	125	CY	$22	$2,750.00	$60.00	$7,500.00	$85.00	$10,625.00	$50.00	$6,250.00	$40.00	$5,000.00	$123.00	$15,375.00	$30.00	$3,750.00
B-14	CITY STANDARD HOODED INLET	143	CY	$248	$35,464.00	$200.00	$28,600.00	$140.00	$20,020.00	$140.00	$20,020.00	$150.00	$21,450.00	$50.00	$7,150.00	$220.00	$31,460.00
	TOTAL - ADD ALTERNATE B				$521,626.00		$638,110.00		$536,218.00		$692,770.00		$385,253.00		$667,863.00		$544,895.00
	BID AMOUNT AS SUBMITTED						$638,110.00		$536,218.00		$692,770.00		$385,253.00		$667,863.00		$544,895.00

ADD ALTERNATE C

Item	Description	Qty.	Unit	ENGINEER'S ESTIMATE		New Prince Concrete Construction		Montana		Carbro Constructors, Corp.		Sanzari		Berto Construction, Inc.		Underground Utilities	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
C-1	UNIFORMED POLICE TRAFFIC DIRECTORS	1	ALLOWANCE	$ 19,000.00	$19,000.00	$19,000.00	$19,000.00	$18,000.00	$18,000.00	$18,000.00	$18,000.00	$18,000.00	$18,000.00	$19,000.00	$19,000.00	$19,000.00	$19,000.00
C-2	UTILITY TEST PIT (MIN. BID PRICE $100/CY)	10	CY	$ 500.00	$5,000.00	$250.00	$2,500.00	$140.00	$1,400.00	$150.00	$1,500.00	$100.00	$1,000.00	$100.00	$1,000.00	$100.00	$1,000.00
C-3	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	650	SY	$ 15.00	$11,700.00	$13.00	$9,750.00	$12.00	$7,800.00	$15.00	$9,750.00	$9.00	$5,850.00	$24.00	$15,600.00	$6.00	$3,900.00
C-4	TEMPORARY PAVEMENT RESTORATION - HOT MIX ASPHALT 19MM4 BASE COURSE, 8" TH.	636	SY	$ 70.00	$33,800.00	$43.00	$27,350.00	$50.00	$31,500.00	$70.00	$44,500.00	$75.00	$47,700.00	$75.00	$47,700.00	$43.00	$27,350.00
C-5	6" PVC CONDUIT MAIN LINE (2 LINES) (POWER)	2840	LF	$ 45.00	$127,800.00	$43.00	$122,120.00	$47.00	$133,480.00	$55.00	$156,200.00	$35.00	$99,400.00	$40.00	$113,600.00	$50.00	$142,000.00
C-6	4" PVC CONDUIT MAIN LINE (COMMUNICATIONS)	1460	LF	$ 30.00	$43,800.00	$45.00	$65,700.00	$23.00	$33,580.00	$40.00	$58,400.00	$20.00	$29,200.00	$38.00	$55,480.00	$40.00	$58,400.00
C-7	6" PVC BRANCH CONDUIT (2 LINES) (POWER)	860	LF	$ 45.00	$38,700.00	$48.00	$41,280.00	$49.00	$42,140.00	$55.00	$47,300.00	$35.00	$30,100.00	$60.00	$51,600.00	$50.00	$43,000.00
C-8	4" PVC BRANCH CONDUIT (COMMUNICATIONS)	420	LF	$ 30.00	$12,600.00	$60.00	$25,200.00	$28.00	$11,760.00	$40.00	$16,800.00	$30.00	$12,600.00	$58.00	$24,360.00	$33.00	$13,860.00
C-9	3" PVC BRANCH CONDUIT (COMMUNICATIONS)	175	LF	$ 30.00	$5,250.00	$60.00	$10,500.00	$44.00	$7,700.00	$100.00	$17,500.00	$90.00	$15,750.00	$56.00	$9,800.00	$30.00	$5,250.00
C-10	ELECTRICAL MANHOLES WITH INSTALLATION	16	UN	$ 3,000.00	$48,000.00	$5,400.00	$86,400.00	$3,700.00	$59,200.00	$3,800.00	$60,800.00	$500.00	$8,000.00	$7,538.00	$120,608.00	$1,800.00	$28,800.00
C-11	ELECTRICAL MANHOLES WITH INSTALLATION	17	UN	$ 6,100.00	$103,700.00	$20,000.00	$340,000.00	$10,700.00	$181,900.00	$8,500.00	$144,500.00	$1,000.00	$17,000.00	$20,000.00	$340,000.00	$1,900.00	$32,300.00
C-12	CONDUIT PLUGS	43	UN	$ 112.00	$4,816.00	$60.00	$2,580.00	$5.00	$215.00	$200.00	$8,600.00	$25.00	$1,075.00	$3.00	$129.00	$100.00	$4,300.00
C-13	DENSE GRADED AGGREGATE BACKFILL (MICROGRID)	110	CY	$ 22.00	$2,420.00	$50.00	$5,500.00	$85.00	$9,350.00	$50.00	$5,500.00	$60.00	$6,600.00	$123.00	$13,530.00	$50.00	$5,500.00
C-14	CONCRETE ENCASEMENT (24" X 16") (MIN. BID PRICE $50/CY)	110	CY	$ 248.00	$27,280.00	$200.00	$22,000.00	$140.00	$15,400.00	$140.00	$15,400.00	$50.00	$5,500.00	$50.00	$5,500.00	$220.00	$24,200.00
	TOTAL - ADD ALTERNATE C				$482,366.00		$787,460.00		$556,523.00		$591,950.00		$299,823.00		$819,263.00		$477,400.00
	BID AMOUNT AS SUBMITTED						$787,460.00		$556,523.00		$591,950.00		$299,823.00		$819,263.00		$477,400.00

ADD ALTERNATE D

Item	Description	Qty.	Unit	ENGINEER'S ESTIMATE		New Prince Concrete Construction		Montana		Carbro Constructors, Corp.		Sanzari		Berto Construction, Inc.		Underground Utilities	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
D-1	UNIFORMED POLICE TRAFFIC DIRECTORS	1	ALLOWANCE	$ 21,000.00	$21,000.00	$21,000.00	$21,000.00	$21,000.00	$21,000.00	$21,000.00	$21,000.00	$21,000.00	$21,000.00	$21,000.00	$21,000.00	$21,000.00	$21,000.00
D-2	UTILITY TEST PIT (MIN. BID PRICE $100/CY)	15	CY	$ 500.00	$7,500.00	$250.00	$3,750.00	$140.00	$2,100.00	$150.00	$2,250.00	$100.00	$1,500.00	$100.00	$1,500.00	$100.00	$1,500.00
D-3	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	900	SY	$ 15.00	$13,500.00	$15.00	$13,500.00	$12.00	$10,800.00	$15.00	$13,500.00	$9.00	$8,100.00	$24.00	$21,600.00	$6.00	$5,400.00
D-4	TEMPORARY PAVEMENT RESTORATION - HOT MIX ASPHALT 19MM4 BASE COURSE, 8" TH.	900	SY	$ 50.00	$45,000.00	$43.00	$38,700.00	$50.00	$45,000.00	$65.00	$58,500.00	$75.00	$67,500.00	$75.00	$67,500.00	$43.00	$38,700.00
D-5	6" PVC CONDUIT MAIN LINE (2 LINES) (POWER)	4000	LF	$ 45.00	$180,000.00	$45.00	$180,000.00	$47.00	$188,000.00	$55.00	$220,000.00	$25.00	$100,000.00	$40.00	$160,000.00	$50.00	$200,000.00
D-6	4" PVC CONDUIT MAIN LINE (COMMUNICATIONS)	2000	LF	$ 30.00	$60,000.00	$45.00	$90,000.00	$23.00	$46,000.00	$40.00	$80,000.00	$23.00	$46,000.00	$38.00	$76,000.00	$40.00	$80,000.00
D-7	6" PVC BRANCH CONDUIT (2 LINES) (POWER)	1000	LF	$ 45.00	$45,000.00	$45.00	$45,000.00	$49.00	$49,000.00	$60.00	$60,000.00	$35.00	$35,000.00	$60.00	$60,000.00	$50.00	$50,000.00
D-8	4" PVC BRANCH CONDUIT (COMMUNICATIONS)	500	LF	$ 30.00	$15,000.00	$48.00	$24,000.00	$28.00	$14,000.00	$40.00	$20,000.00	$31.00	$16,000.00	$58.00	$29,000.00	$35.00	$17,500.00
D-9	3" PVC BRANCH CONDUIT (COMMUNICATIONS)	270	LF	$ 30.00	$8,100.00	$60.00	$16,200.00	$44.00	$11,880.00	$75.00	$20,250.00	$90.00	$24,300.00	$56.00	$15,120.00	$30.00	$8,100.00
D-10	ELECTRICAL MANHOLES WITH INSTALLATION	4	UN	$ 3,000.00	$12,000.00	$5,400.00	$21,600.00	$3,700.00	$14,800.00	$2,500.00	$10,000.00	$500.00	$2,000.00	$7,538.00	$30,152.00	$1,800.00	$7,200.00
D-11	ELECTRICAL MANHOLES WITH INSTALLATION	4	UN	$ 6,100.00	$24,400.00	$20,000.00	$80,000.00	$11,000.00	$44,000.00	$9,100.00	$36,400.00	$1,000.00	$4,000.00	$20,000.00	$80,000.00	$1,900.00	$7,600.00
D-12	CONDUIT PLUGS	17	UN	$ 112.00	$1,904.00	$60.00	$1,020.00	$5.00	$85.00	$200.00	$3,400.00	$25.00	$425.00	$5.00	$85.00	$100.00	$1,700.00
D-13	DENSE GRADED AGGREGATE BACKFILL (MICROGRID)	140	CY	$ 22.00	$3,080.00	$50.00	$7,000.00	$85.00	$11,900.00	$50.00	$7,000.00	$60.00	$8,400.00	$123.00	$17,220.00	$50.00	$7,000.00
D-14	CONCRETE ENCASEMENT (24" X 16") (MIN. BID PRICE $50/CY)	154	CY	$ 248.00	$38,192.00	$200.00	$30,800.00	$140.00	$21,560.00	$140.00	$21,560.00	$50.00	$7,700.00	$50.00	$7,700.00	$220.00	$33,880.00
	TOTAL - ADD ALTERNATE D				$477,376.00		$574,370.00		$481,323.00		$568,860.00		$343,923.00		$587,157.00		$496,380.00
	BID AMOUNT AS SUBMITTED						$574,370.00		$481,323.00		$568,860.00		$343,923.00		$587,157.00		$496,380.00

ADD ALTERNATE E

Item	Description	Qty.	Unit	ENGINEER'S ESTIMATE		New Prince Concrete Construction		Montana		Carbro Constructors, Corp.		Sanzari		Berto Construction, Inc.		Underground Utilities	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
E-1	UNIFORMED POLICE TRAFFIC DIRECTORS	1	ALLOWANCE	$ 21,000.00	$21,000.00	$21,000.00	$21,000.00	$21,000.00	$21,000.00	$21,000.00	$21,000.00	$21,000.00	$21,000.00	$21,000.00	$21,000.00	$21,000.00	$21,000.00
E-2	UTILITY TEST PIT (MIN. BID PRICE $100/CY)	15	CY	$ 500.00	$7,500.00	$250.00	$3,750.00	$140.00	$2,100.00	$100.00	$1,500.00	$100.00	$1,500.00	$100.00	$1,500.00	$100.00	$1,500.00
E-3	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	673	SY	$ 18.00	$12,150.00	$15.00	$10,125.00	$12.00	$8,100.00	$15.00	$10,123.00	$9.00	$6,073.00	$24.00	$16,200.00	$8.00	$5,400.00
E-4	TEMPORARY PAVEMENT RESTORATION - HOT MIX ASPHALT 19MM4 BASE COURSE, 8" TH.	673	SY	$ 50.00	$33,750.00	$43.00	$28,939.00	$50.00	$33,750.00	$55.00	$37,123.00	$75.00	$50,423.00	$75.00	$50,423.00	$43.00	$28,939.00
E-5	6" PVC CONDUIT MAIN LINE (2 LINES) (POWER)	2710	LF	$ 45.00	$121,950.00	$45.00	$121,950.00	$47.00	$127,370.00	$55.00	$149,050.00	$25.00	$67,736.00	$40.00	$108,400.00	$50.00	$135,500.00
E-6	4" PVC CONDUIT MAIN LINE (COMMUNICATIONS)	1350	LF	$ 30.00	$40,500.00	$45.00	$60,750.00	$23.00	$31,050.00	$40.00	$54,000.00	$23.00	$31,050.00	$38.00	$51,300.00	$40.00	$54,000.00
E-7	6" PVC BRANCH CONDUIT (2 LINES) (POWER)	850	LF	$ 45.00	$42,750.00	$45.00	$42,750.00	$49.00	$46,550.00	$55.00	$52,250.00	$35.00	$33,250.00	$60.00	$57,000.00	$50.00	$47,500.00
E-8	4" PVC BRANCH CONDUIT (COMMUNICATIONS)	450	LF	$ 30.00	$13,500.00	$48.00	$21,600.00	$28.00	$12,600.00	$40.00	$18,000.00	$32.00	$14,400.00	$58.00	$26,100.00	$35.00	$15,750.00
E-9	3" PVC BRANCH CONDUIT (COMMUNICATIONS)	290	LF	$ 30.00	$8,700.00	$60.00	$17,400.00	$44.00	$12,760.00	$80.00	$23,200.00	$90.00	$26,100.00	$56.00	$16,240.00	$30.00	$8,700.00
E-10	ELECTRICAL MANHOLES WITH INSTALLATION	3	UN	$ 3,100.00	$9,300.00	$5,400.00	$16,200.00	$3,700.00	$11,100.00	$3,800.00	$11,400.00	$500.00	$1,500.00	$7,538.00	$22,614.00	$1,800.00	$5,400.00
E-11	ELECTRICAL MANHOLES WITH INSTALLATION	4	UN	$ 6,100.00	$24,400.00	$20,000.00	$80,000.00	$11,000.00	$44,000.00	$9,200.00	$36,800.00	$1,000.00	$4,000.00	$20,000.00	$80,000.00	$1,900.00	$7,600.00
E-12	CONDUIT PLUGS	13	UN	$ 112.00	$1,456.00	$60.00	$780.00	$5.00	$65.00	$13.00	$195.00	$25.00	$325.00	$5.00	$65.00	$100.00	$1,300.00
E-13	DENSE GRADED AGGREGATE BACKFILL (MICROGRID)	100	CY	$ 22.00	$2,200.00	$50.00	$5,000.00	$85.00	$8,500.00	$50.00	$5,000.00	$60.00	$6,000.00	$123.00	$12,300.00	$50.00	$5,000.00
E-14	CONCRETE ENCASEMENT (24" X 16") (MIN. BID PRICE $50/CY)	113	CY	$ 248.00	$28,020.00	$200.00	$22,600.00	$140.00	$16,100.00	$140.00	$16,100.00	$50.00	$5,750.00	$50.00	$5,750.00	$220.00	$25,300.00
	TOTAL - ADD ALTERNATE E				$367,376.00		$454,880.00		$376,043.00		$431,741.00		$269,323.00		$469,294.00		$376,973.00
	BID AMOUNT AS SUBMITTED						$454,880.00		$376,043.00		$431,741.00		$269,323.00		$469,294.00		$376,973.00

BASE BID - PROPOSAL B

Item	Description	Qty.	Unit	ENGINEER'S ESTIMATE		New Prince Concrete Construction		Montana		Carbro Constructors, Corp.		Sensarl		Berto Construction, Inc.		Underground Utilities	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	UNIFORMED POLICE TRAFFIC DIRECTORS	1	ALLOWANCE	$414,000	$414,000.00	$414,000.00	$414,000.00	$414,000.00	$414,000.00	$414,000.00	$414,000.00	$414,000.00	$414,000.00	$414,000.00	$414,000.00	$414,000.00	$414,000.00
2	UTILITY TEST PIT (MIN. BID PRICE $100/CY)	105	CY	$800	$84,000.00	$250.00	$26,250.00	$100.00	$10,500.00	$100.00	$10,500.00	$100.00	$10,500.00	$100.00	$10,500.00	$100.00	$10,500.00
3	DENSE GRADED AGGREGATE BASE COURSE, 6" THK. (IF & WHERE DIRECTED)	3500	SY	$18	$63,000.00	$13.00	$32,500.00	$12.00	$42,000.00	$20.00	$70,000.00	$9.00	$31,500.00	$24.00	$84,000.00	$6.30	$22,750.00
4	TEMPORARY PAVEMENT RESTORATION Hot Mix Asphalt 19MM Base Course, 8" Thick	3500	SY	$50	$175,000.00	$75.00	$262,500.00	$50.00	$175,000.00	$75.00	$262,500.00	$75.00	$262,500.00	$75.00	$262,500.00	$45.00	$157,500.00
5	COURSE AGGREGATE PIPE BEDDING, CLASS C (IF & WHERE DIRECTED) Course Aggregate Pipe Bedding, Class C (IF & WHERE DIRECTED)	700	CY	$17	$11,900.00	$63.00	$43,500.00	$79.00	$52,500.00	$40.00	$28,000.00	$60.00	$42,000.00	$100.00	$70,000.00	$35.00	$24,500.00
6	BACKFILLING AND COMPACTION	10330	LF	$17	$175,610.00	$15.00	$154,950.00	$14.00	$144,620.00	$35.00	$361,550.00	$10.00	$103,300.00	$20.00	$206,600.00	$1.00	$10,330.00
7	6" DUCTILE IRON WATER PIPE, CLASS 54	550	LF	$85	$46,750.00	$345.00	$189,750.00	$360.00	$198,000.00	$275.00	$151,250.00	$275.00	$151,250.00	$275.00	$151,250.00	$50.00	$27,500.00
8	8" DUCTILE IRON WATER PIPE, CLASS 54	2180	LF	$95	$207,100.00	$190.00	$414,200.00	$400.00	$872,000.00	$250.00	$545,000.00	$200.00	$436,000.00	$150.00	$327,000.00	$60.00	$130,800.00
9	12" DUCTILE IRON WATER PIPE, CLASS 54	7370	LF	$126	$928,620.00	$193.00	$1,437,150.00	$450.00	$3,396,200.00	$240.00	$1,768,800.00	$250.00	$1,842,500.00	$157.00	$1,157,090.00	$78.00	$574,860.00
10	16" DUCTILE IRON WATER PIPE, CLASS 54	230	LF	$160	$36,800.00	$550.00	$126,500.00	$500.00	$115,000.00	$496.00	$82,000.00	$498.00	$103,500.00	$450.00	$103,500.00	$103.00	$23,690.00
11	12" WET TAP & VALVE	1	UNIT	$8,000	$9,000.00	$16,000.00	$16,000.00	$19,450.60	$19,450.60	$23,000.00	$23,000.00	$12,500.00	$12,500.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
12	6" GATE VALVE	1	UNIT	$1,250	$6,250.00	$1,500.00	$7,500.00	$1,200.00	$6,000.00	$2,300.00	$12,300.00	$1,500.00	$7,500.00	$1,800.00	$9,000.00	$1,000.00	$5,000.00
13	8" GATE VALVE	10	UNIT	$1,300	$13,000.00	$1,000.00	$10,000.00	$2,800.00	$28,000.00	$3,000.00	$30,000.00	$2,500.00	$25,000.00	$2,200.00	$22,000.00	$1,300.00	$13,000.00
14	12" GATE VALVE	24	UNIT	$1,800	$43,200.00	$4,000.00	$96,000.00	$3,500.00	$84,000.00	$5,000.00	$120,000.00	$3,500.00	$84,000.00	$8,400.00	$201,040.00	$3,500.00	$84,000.00
15	16" GATE VALVE	2	UNIT	$2,100	$4,200.00	$11,700.00	$22,400.00	$9,800.00	$18,000.00	$16,000.00	$32,000.00	$8,000.00	$16,000.00	$17,000.00	$34,000.00	$10,000.00	$20,000.00
16	FIRE HYDRANT ASSEMBLY REPLACEMENT	31	UNIT	$7,000	$217,000.00	$11,000.00	$341,000.00	$10,000.00	$310,000.00	$11,000.00	$341,000.00	$9,000.00	$279,000.00	$14,000.00	$434,000.00	$4,500.00	$139,500.00
17	EXISTING FIRE HYDRANT REMOVAL	24	UNIT	$2,300	$55,200.00	$3,000.00	$72,000.00	$1,500.00	$36,000.00	$3,500.00	$84,000.00	$2,500.00	$60,000.00	$1,000.00	$24,000.00	$1,000.00	$24,000.00
18	6" CUT AND CAP EXISTING WATERMAIN	12	UNIT	$4,600	$55,200.00	$1,300.00	$18,060.00	$300.00	$4,000.00	$3,000.00	$36,000.00	$200.00	$2,400.00	$800.00	$9,600.00	$1,500.00	$18,000.00
19	12" CUT AND CAP EXISTING WATERMAIN	34	UNIT	$4,600	$156,400.00	$2,500.00	$85,000.00	$1,500.00	$51,000.00	$3,100.00	$105,400.00	$1,000.00	$34,000.00	$1,200.00	$40,800.00	$1,800.00	$61,200.00
20	1" WATER SERVICE TO CURB STOP	294	UNIT	$2,400	$705,600.00	$3,500.00	$1,029,000.00	$40.00	$11,760.00	$4,800.00	$1,351,400.00	$2,500.00	$735,000.00	$2,500.00	$735,000.00	$2,500.00	$735,000.00
21	1.5" & 2" WATER SERVICE TO CURB STOP	47	UNIT	$2,590	$121,730.00	$4,900.00	$185,000.00	$100.00	$4,700.00	$5,000.00	$235,000.00	$3,000.00	$141,000.00	$3,000.00	$141,000.00	$3,500.00	$164,500.00
22	3" & 4" WATER SERVICE TO CURB STOP	65	UNIT	$3,920	$254,800.00	$6,250.00	$406,250.00	$200.00	$13,000.00	$7,300.00	$447,500.00	$4,300.00	$279,500.00	$3,300.00	$227,500.00	$6,000.00	$390,000.00
23	6" WATER SERVICE TO CURB STOP	3	UNIT	$4,500	$13,500.00	$6,500.00	$19,500.00	$500.00	$1,500.00	$7,580.00	$22,740.00	$4,500.00	$13,500.00	$4,000.00	$12,000.00	$20,000.00	$60,000.00
24	1" WATER SERVICE EXTENSION OR RECONNECTION FOR EXISTING COPPER	84	UNIT	$1,800	$176,400.00	$1,900.00	$196,000.00	$100.00	$9,800.00	$2,700.00	$264,600.00	$1,500.00	$147,000.00	$1,390.00	$117,600.00	$884.00	$82,908.00
25	1.5" & 2" WATER SERVICE EXTENSION OR RECONNECTION FOR EXISTING COPPER	15	UNIT	$1,843	$26,137.50	$2,500.00	$37,500.00	$120.00	$1,800.00	$1,180.00	$44,300.00	$1,800.00	$27,000.00	$1,500.00	$22,500.00	$740.00	$11,100.00
26	3" & 4" WATER SERVICE EXTENSION OR RECONNECTION FOR EXISTING COPPER	9	UNIT	$2,940	$26,460.00	$5,000.00	$45,000.00	$200.00	$1,800.00	$1,760.00	$51,100.00	$3,306.00	$31,500.00	$2,500.00	$22,500.00	$7,180.00	$64,440.00
27	CONCRETE ENCASEMENT (IF & WHERE DIRECTED) (MIN. BID PRICE $50/CY)	440	CY	$82	$36,080.00	$50.00	$22,000.00	$50.00	$22,000.00	$50.00	$22,000.00	$30.00	$22,000.00	$50.00	$22,000.00	$220.00	$96,800.00
28	RESTORATION AND CLEANUP ($5,000 MINIMUM BID)	1	LS	$50,000	$50,000.00	$6,000.00	$6,000.00	$5,000.00	$5,000.00	$3,000.00	$3,000.00	$11,280.00	$11,280.00	$5,000.00	$5,000.00	$50,000.00	$50,000.00
29	INSERTION VALVE 6" FOR SIDE STREET ISOLATION	13	UNIT	$13,500	$202,500.00	$14,500.00	$217,500.00	$2,500.00	$37,500.00	$17,000.00	$255,000.00	$12,500.00	$187,500.00	$10,000.00	$150,000.00	$10,500.00	$157,500.00
30	INSERTION VALVE 8" FOR SIDE STREET ISOLATION	8	UNIT	$18,500	$116,000.00	$17,000.00	$136,000.00	$3,000.00	$24,000.00	$17,500.00	$140,000.00	$13,000.00	$104,000.00	$13,000.00	$120,000.00	$11,800.00	$82,800.00
31	INSERTION VALVE 12" FOR SIDE STREET ISOLATION	27	UNIT	$16,400	$442,800.00	$24,500.00	$661,500.00	$4,700.00	$126,900.00	$25,000.00	$675,000.00	$15,000.00	$405,000.00	$21,000.00	$567,000.00	$18,500.00	$499,500.00
32	INSERTION VALVE 16" FOR SIDE STREET ISOLATION	5	UNIT	$28,350	$131,750.00	$42,000.00	$210,000.00	$7,500.00	$37,500.00	$53,000.00	$265,000.00	$27,500.00	$137,500.00	$40,000.00	$200,000.00	$30,000.00	$150,000.00
33	CURB STOP AND BOX (IF & WHERE DIRECTED)	200	UNIT	$900	$180,000.00	$1,250.00	$250,000.00	$100.00	$20,000.00	$850.00	$170,000.00	$800.00	$160,000.00	$850.00	$170,000.00	$1,300.00	$260,000.00
34	DENSE GRADED AGGREGATE TRENCH BACKFILL (WATER MAIN)	8800	CY	$22	$193,600.00	$75.00	$660,000.00	$63.00	$571,000.00	$40.00	$352,000.00	$60.00	$528,000.00	$80.00	$704,000.00	$35.00	$308,000.00
35	BYPASS FOR TEMPORARY SERVICES	3600	LF	$20	$72,000.00	$12.00	$43,200.00	$1.00	$3,600.00	$1.00	$3,600.00	$1.00	$3,600.00	$10.00	$36,000.00	$50.00	$180,000.00
36	SAMPLE AND WASTE CLASSIFY SOILS	10	UNIT	$1,000	$10,000.00	$2,500.00	$25,000.00	$2,000.00	$20,000.00	$1,500.00	$15,000.00	$2,000.00	$20,000.00	$3,000.00	$30,000.00	$2,000.00	$20,000.00
37	LOAD, HAUL, AND DISPOSE OF REGULATED MATERIAL	1	ALLOWANCE	$400,000	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00
38	LOAD, HAUL, AND DISPOSE OF REGULATED MATERIAL, HAZARDOUS	1	ALLOWANCE	$20,000	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
39	MONITORING FOR SERVICE SWITCH-OVERS ON BUILDINGS WITH FIRE SUPPRESSION	1	ALLOWANCE	$55,000	$55,000.00	$55,000.00	$55,000.00	$55,000.00	$55,000.00	$55,000.00	$55,000.00	$55,000.00	$55,000.00	$55,000.00	$55,000.00	$55,000.00	$55,000.00
40	FUEL PRICE ADJUSTMENT	1	LS	$2,000	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00
41	FUEL PRICE ADJUSTMENT	1	LS	$4,000	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
				TOTAL - BASE BID, PROPOSAL B	$5,967,587.50		$8,434,650.00		$7,358,130.60		$9,341,140.00		$7,372,080.00		$7,345,980.00		$5,626,678.00
				BID AMOUNT AS SUBMITTED			$8,434,650.00		$7,358,130.60		$9,341,140.00		$7,372,080.00		$7,861,680.00		$5,376,378.00
															$294,300.00		$250,300.00

BASE BID - PROPOSAL C

Item	Description	Qty.	Unit	ENGINEER'S ESTIMATE		New Prince Concrete Construction		Montana		Carbro Constructors, Corp.		Sanzari		Serto Construction, Inc.		Underground Utilities	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	UNIFORMED POLICE TRAFFIC DIRECTORS	1	ALLOWANCE	$279,000	$279,000.00	$279,000.00	$279,000.00	$279,000.00	$279,000.00	$279,000.00	$279,000.00	$279,000.00	$279,000.00	$279,000.00	$279,000.00	$279,000.00	$279,000.00
2	FUEL PRICE ADJUSTMENT	1	LS	$800	$800.00	$800.00	$800.00	$800.00	$800.00	$800.00	$800.00	$800.00	$800.00	$800.00	$800.00	$800.00	$800.00
3	ASPHALT PRICE ADJUSTMENT	1	LS	$1,100	$1,100.00	$1,100.00	$1,100.00	$1,100.00	$1,100.00	$1,100.00	$1,100.00	$1,100.00	$1,100.00	$1,100.00	$1,100.00	$1,100.00	$1,100.00
4	UTILITY TEST PIT (MIN. BID PRICE $100/CY)	100	CY	$500	$50,000.00	$250.00	$25,000.00	$100.00	$10,000.00	$100.00	$10,000.00	$100.00	$10,000.00	$130.00	$13,000.00	$250.00	$25,000.00
5	DENSE GRADED AGGREGATE BASE COURSE, 8" THK. (IF & WHERE DIRECTED)	800	SY	$18	$14,400.00	$15.00	$12,000.00	$11.00	$8,800.00	$20.00	$16,000.00	$9.00	$7,200.00	$13.00	$10,400.00	$8.50	$6,800.00
6	TEMPORARY PAVEMENT RESTORATION - HOT MIX ASPHALT 19MM4 BASE COURSE, 8" TH.	800	SY	$50	$40,000.00	$43.00	$34,400.00	$50.00	$40,000.00	$75.00	$60,000.00	$75.00	$60,000.00	$150.00	$120,000.00	$43.00	$34,400.00
7	COARSE AGGREGATE PIPE BEDDING, CLASS C (IF & WHERE DIRECTED)	300	CY	$17	$5,100.00	$50.00	$15,000.00	$75.00	$22,500.00	$50.00	$15,000.00	$45.00	$13,500.00	$80.00	$24,000.00	$33.00	$9,900.00
8	8" DUCTILE IRON PIPE (IF & WHERE DIRECTED)	40	LF	$175	$7,000.00	$220.00	$8,800.00	$250.00	$10,000.00	$240.00	$9,600.00	$250.00	$10,000.00	$80.00	$3,200.00	$83.00	$3,320.00
9	10" DUCTILE IRON PIPE (IF & WHERE DIRECTED)	40	LF	$185	$7,400.00	$255.00	$8,200.00	$270.00	$10,800.00	$280.00	$11,200.00	$275.00	$11,000.00	$90.00	$3,600.00	$70.00	$2,800.00
10	12" DUCTILE IRON PIPE	2500	LF	$195	$487,500.00	$210.00	$525,000.00	$365.00	$912,500.00	$350.00	$875,000.00	$380.00	$950,000.00	$120.00	$300,000.00	$80.00	$200,000.00
11	CITY STANDARD MANHOLE	5	EA	$8,000	$40,000.00	$6,500.00	$32,500.00	$7,000.00	$35,000.00	$9,200.00	$46,000.00	$4,300.00	$21,500.00	$10,000.00	$50,000.00	$3,000.00	$15,000.00
12	INLET CONVERSION TO MANHOLE	1	EA	$2,000	$2,000.00	$1,200.00	$1,200.00	$10,000.00	$10,000.00	$8,000.00	$8,000.00	$3,000.00	$3,000.00	$2,000.00	$2,000.00	$3,000.00	$3,000.00
13	8" X 21" CONCRETE VERTICAL CURB	5300	LF	$75	$397,500.00	$36.00	$190,800.00	$60.00	$318,000.00	$40.00	$212,000.00	$35.00	$185,500.00	$75.00	$397,500.00	$19.00	$100,700.00
14	CITY STANDARD HOODED INLET	30	UNIT	$5,000	$150,000.00	$6,000.00	$180,000.00	$5,000.00	$150,000.00	$6,500.00	$123,000.00	$5,800.00	$174,000.00	$10,000.00	$300,000.00	$6,000.00	$180,000.00
15	MODIFIED CITY STANDARD HOODED INLET	1	UNIT	$7,000	$21,000.00	$13,000.00	$39,000.00	$15,000.00	$45,000.00	$8,000.00	$24,000.00	$12,500.00	$37,500.00	$13,000.00	$39,000.00	$3,000.00	$9,000.00
16	MODIFIED CURB INLET, DBL	15	UNIT	$20,000	$300,000.00	$30,000.00	$450,000.00	$7,000.00	$105,000.00	$32,000.00	$480,000.00	$57,800.00	$855,000.00	$40,000.00	$600,000.00	$2,500.00	$37,500.00
17	RECONSTRUCTED MANHOLE, USING EXISTING CASTING	45	UNIT	$1,200	$54,000.00	$3,000.00	$135,000.00	$500.00	$22,500.00	$1,500.00	$67,500.00	$1,250.00	$56,250.00	$4,000.00	$180,000.00	$1,250.00	$56,250.00
18	CONCRETE CURB WALL	1400	LF	$250	$350,000.00	$215.00	$301,000.00	$100.00	$140,000.00	$180.00	$252,000.00	$55.00	$69,000.00	$600.00	$840,000.00	$52.00	$72,800.00
19	CONCRETE SIDEWALK, 4" THICK	6300	SY	$100	$630,000.00	$77.00	$500,500.00	$85.00	$552,500.00	$140.00	$910,000.00	$70.00	$455,000.00	$90.00	$585,000.00	$81.00	$526,500.00
20	DETECTABLE WARNING SURFACE	140	SY	$400	$56,000.00	$250.00	$35,000.00	$100.00	$14,000.00	$275.00	$38,500.00	$270.00	$38,500.00	$270.00	$37,800.00	$200.00	$28,000.00
21	MONITORING CABINET ENCLOSURE	8	UNIT	$4,000	$32,000.00	$4,000.00	$32,000.00	$3,000.00	$24,000.00	$2,700.00	$21,600.00	$4,300.00	$34,400.00	$2,400.00	$19,200.00	$2,860.00	$22,880.00
22	1" RIGID STEEL CONDUIT (NO WIRING)	444	LF	$105	$46,620.00	$30.00	$13,320.00	$43.00	$19,980.00	$22.00	$9,768.00	$30.00	$13,320.00	$30.00	$13,320.00	$11.00	$4,884.00
23	POLE BASE FOUNDATION (IF & WHERE DIRECTED)	40	UNIT	$2,000	$80,000.00	$1,500.00	$60,000.00	$1,600.00	$64,000.00	$2,750.00	$110,000.00	$2,800.00	$80,000.00	$1,460.00	$58,400.00	$1,000.00	$40,000.00
24	RAIN GARDEN AREA FENCE	760	LF	$175	$133,000.00	$120.00	$91,200.00	$75.00	$57,000.00	$150.00	$114,000.00	$150.00	$114,000.00	$148.00	$112,480.00	$150.00	$114,000.00
25	RAIN GARDEN (8' X 28')	7	UNIT	$25,000	$175,000.00	$12,000.00	$84,000.00	$12,000.00	$84,000.00	$18,000.00	$126,000.00	$45,000.00	$315,000.00	$66,713.00	$466,991.00	$15,000.00	$105,000.00
26	RAIN GARDEN (15' X 28')	6	UNIT	$30,000	$210,000.00	$23,000.00	$150,000.00	$15,000.00	$90,000.00	$20,000.00	$120,000.00	$55,000.00	$330,000.00	$66,713.00	$400,278.00	$18,000.00	$108,000.00
27	RAIN GARDEN (BUS STOP)	2	UNIT	$50,000	$100,000.00	$25,000.00	$50,000.00	$17,500.00	$35,000.00	$35,000.00	$70,000.00	$125,000.00	$250,000.00	$133,426.00	$266,852.00	$20,000.00	$40,000.00
28	R-TANK (SD) QUAD MODULAR STORAGE UNIT	1200	UNIT	$100	$120,000.00	$180.00	$216,000.00	$50.00	$60,000.00	$80.00	$96,000.00	$100.00	$120,000.00	$258.00	$310,800.00	$250.00	$300,000.00
29	8" SHEAR GATE	16	UNIT	$800	$12,800.00	$1,200.00	$19,200.00	$700.00	$11,200.00	$2,800.00	$44,800.00	$1,500.00	$24,000.00	$750.00	$12,000.00	$1,600.00	$25,600.00
30	3" RIGGED STEEL CONDUIT WITH 2 #10G WIRE	1320	LF	$105	$139,650.00	$30.00	$39,900.00	$44.00	$58,520.00	$28.00	$37,240.00	$40.00	$53,200.00	$40.00	$53,200.00	$44.00	$58,520.00
31	2' X 4' CURB INLET	14	UNIT	$6,000	$84,000.00	$6,000.00	$84,000.00	$7,500.00	$105,000.00	$8,000.00	$112,000.00	$7,000.00	$98,000.00	$1,000.00	$42,000.00	$1,800.00	$25,200.00
32	4' X 4' CURB INLET	3	UNIT	$3,000	$15,000.00	$7,600.00	$22,800.00	$12,000.00	$36,000.00	$10,000.00	$30,000.00	$7,500.00	$22,500.00	$2,500.00	$10,500.00	$3,000.00	$9,000.00
33	DENSE GRADED AGGREGATE TRENCH BACKFILL	3100	CY	$22	$68,200.00	$40.00	$124,000.00	$65.00	$201,500.00	$40.00	$124,000.00	$60.00	$186,000.00	$70.00	$217,000.00	$30.00	$93,000.00
34	LOAD, HAUL, AND DISPOSE OF REGULATED MATERIAL	1	ALLOWANCE	$200,000	$200,000.00	$200,000.00	$200,000.00	$100,000.00	$100,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00
35	LOAD, HAUL, AND DISPOSE OF REGULATED MATERIAL, HAZARDOUS	1	ALLOWANCE	$10,000	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
36	TREE PIT CONSTRUCTION	15	EA	$2,000	$30,000.00	$2,400.00	$36,000.00	$1,000.00	$15,000.00	$7,370.00	$110,550.00	$2,500.00	$37,500.00	$2,500.00	$37,500.00	$1,466.00	$21,990.00
37	PLANTING	1	LS	$64,900	$64,900.00	$58,000.00	$58,000.00	$50,000.00	$50,000.00	$133,000.00	$133,000.00	$130,000.00	$130,000.00	$620,050.00	$620,050.00	$115,000.00	$115,000.00
38	NARROW, FLOOD OPTIC (LIGHT)	120	UNIT	$1,000	$120,000.00	$1,560.00	$187,200.00	$1,300.00	$156,000.00	$1,200.00	$144,000.00	$1,300.00	$180,000.00	$1,460.00	$175,200.00	$1,600.00	$192,000.00
39	17" HOPE STANDPIPE WITH BEEHIVE DOMECAP (5' PIPE LENGTH)	1	EA	$400	$400.00	$2,500.00	$2,500.00	$5,000.00	$5,000.00	$600.00	$600.00	$5,000.00	$5,000.00	$1,500.00	$1,500.00	$2,000.00	$2,000.00
40	PEST CONTROL	1	LS	$8,000	$8,000.00	$30,000.00	$30,000.00	$5,000.00	$5,000.00	$22,000.00	$22,000.00	$6,000.00	$6,000.00	$23,000.00	$23,000.00	$20,000.00	$20,000.00
				TOTAL - BASE BID, PROPOSAL C	$4,833,370.00		$4,410,720.00		$6,075,300.00		$5,258,258.00		$5,255,370.00		$7,044,871.00		$3,264,904.00
				BID AMOUNT AS SUBMITTED			$4,410,720.00		$4,075,300.00		$5,258,258.00		$5,255,370.00		$7,044,821.00		$3,264,904.00
				GRAND TOTAL (BASE BID AND ALL ALTERNATES)	$20,700,857.50		$22,592,764.80		$19,030,900.00		$24,287,332.00		$21,564,182.00		$21,562,096.50		$17,563,233.71
				Bid Submission Total			$22,592,764.80		$19,030,900.00		$24,287,332.00		$21,514,182.00		$23,375,746.50		$17,560,743.71
													$50,000.00		$186,850.00		$60,490.00

Underground Utilities

PROPOSAL A – BASE BID
SCHEDULE OF PRICES
BID NO. 16-09
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY

Item	Description	Quantity	Unit	Unit Price Bid	Amount
1	FUEL PRICE ADJUSTMENT	1	LS	$ 4,100	$ 4,100
2	ASPHALT PRICE ADJUSTMENT	1	LS	$ 7,800.00	$ 7,800
3	UNIFORMED POLICE TRAFFIC DIRECTORS	1	ALLOWANCE	$1,088,000	$ 1,088,000
4	UTILITY TEST PIT (MIN. BID PRICE $100/CY)	600	CY	$ 100.-	$ 60,000.-
5	BREAKAWAY BARRICADES	90	UNIT	$ 1.-	$ 90.-
6	DRUMS	450	UNIT	$ 1.-	$ 450.-
7	TRAFFIC CONES	300	UNIT	$ 1.-	$ 300.-
8	CONSTRUCTION SIGNS	1,800	SF	$ 8.50	$ 15,300.-
9	TRAFFIC CONTROL TRUCKS WITH MOUNTED CRASH CUSHION	3	UNIT	$ 12,000.-	$ 36,000.-
10	FLASHING ARROW BOARD	6	UNIT	$ 7,200.-	$ 43,200.-
11	PORTABLE VARIABLE MESSAGE SIGN	4	UNIT	$ 14,280.-	$ 57,120.-
12	TEMPORARY TRAFFIC STRIPES, 4"	25,000	LF	$ .27	$ 6750.-
13	TEMPORARY PAVEMENT MARKINGS	200	SF	$ 2.50	$ 500.-
14	TEMPORARY PAVEMENT MARKERS	2,800	UNIT	$ 1.-	$ 2,800.-
15	ADA COMPLIANT PEDESTRIAN BARRICADE	4,800	LF	$ 45.-	$ 216,000.-
16	REMOVAL OF TRAFFIC STRIPES	5,000	LF	$ .85	$ 4250.-
17	PORTABLE TEMPORARY TRAFFIC SIGNAL	4	UNIT	$ 50,000.-	$ 200,000.-
18	HMA MILLING, 3" OR LESS	39,000	SY	$ 6.-	$ 234,000.-
19	HOT MIX ASPHALT 12.5M76 SURFACE COURSE, 2" THK.	5,200	TON	$ 120.-	$ 624,000.-

PROPOSAL A – BASE BID
SCHEDULE OF PRICES
BID NO. 16-09
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY

Item	Description	Quantity	Unit	Unit Price Bid	Amount
20	HOT MIX ASPHALT 19M64 BASE COURSE, 6" THK. (IF AND WHERE DIRECTED)	2,900	TON	$ 118.-	$ 342,200.-
21	CORE SAMPLES, HOT MIX ASPHALT	20	UNIT	$ 165.-	$ 3300.-
22	DENSE GRADED AGGREGATE BASE COURSE, 6" THK. (IF & WHERE DIRECTED)	10,790	SY	$ 6.50	$ 70,135.-
23	RESET MANHOLE, USING EXISTING CASTING	156	UNIT	$ 250.-	$ 39,000.-
24	FIELD OFFICE, TYPE B, SETUP	1	UNIT	$ 144,000.-	$ 144,000.-
25	FIELD OFFICE, TYPE B, MAINTENANCE	19	MONTHS	$ 10,000.-	$ 190,000.-
26	GAS SERVICE RELOCATION, ALL DEPTHS (IF & WHERE DIRECTED)	5	UNIT	$ 5,000.-	$ 25,000.-
27	EXISTING ELECTRICAL SERVICE RELOCATION, ALL DEPTHS (IF & WHERE DIRECTED)	5	UNIT	$ 5,000.-	$ 25,000.-
28	EXISTING WATER SERVICE RELOCATION, ALL DEPTHS (IF & WHERE DIRECTED)	5	UNIT	$ 2500.-	$ 12,500.-
29	EXISTING CABLE OR TELEPHONE SERVICE RELOCATION, ALL DEPTHS (IF & WHERE DIRECTED)	5	UNIT	$ 2,000.-	$ 10,000.-
30	SANITARY SEWER LATERAL RELOCATION, ALL DEPTHS (IF & WHERE DIRECTED)	5	UNIT	$ 3500.-	$ 17,500.-
31	RESET GRANITE CURB (IF & WHERE DIRECTED)	200	LF	$ 30.-	$ 6,000.-
32	REGULATORY AND WARNING SIGN	1,325	SF	$ 80.-	$ 106,000.-
33	MASTARM STREET NAME SIGNS	226	SF	$ 100.-	$ 22,600.-
34	1" RIGID METALLIC CONDUIT	50	LF	$ 41.-	$ 2050.-
35	2" RIGID METALLIC CONDUIT	740	LF	$ 88.-	$ 65,120.-
36	3" RIGID METALLIC CONDUIT	8,045	LF	$ 39.-	$ 313,755.-
37	17" X 30" JUNCTION BOX	61	UNIT	$ 1320.-	$ 80,520.-
38	18" X 36" JUNCTION BOX	15	UNIT	$ 2282.-	$ 34,230.-

PROPOSAL A – BASE BID
SCHEDULE OF PRICES
BID NO. 16-09
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY

Item	Description	Quantity	Unit	Unit Price Bid	Amount
39	FOUNDATION, TYPE SFT	50	UNIT	$1540.-	$ 77.000.-
40	FOUNDATION, TYPE P-MC	15	UNIT	$2893.-	$43.395.-
41	FOUNDATION, TYPE SPF	56	UNIT	$1,100.-	$61.600.-
42	FOUNDATION, TYPE SFT	1	UNIT	$5.000.-	$5,000.-
43	FOUNDATION, TYPE SFK	13	UNIT	$2.000.-	$26.000.-
44	METER CABINET, TYPE TL	15	UNIT	$4000.-	$60,000.-
45	GROUND WIRE, NO. 8 AWG	7,500	LF	$2.31	$17,325.-
46	SERVICE WIRE, NO. 6 AWG	3,350	LF	$ 4.29	$14,371.50
47	CONTROLLER, 8 PHASE INCLUDING BATTERY BACKUP	15	UNIT	$30,000.-	$450,000.-
48	TRAFFIC SIGNAL STANDARD, ALUMINUM	63	UNIT	$3,000.-	$189,000.-
49	TRAFFIC SIGNAL STANDARD,STEEL	1	UNIT	$ 8,000.-	$ 8,000.-
50	PEDESTRIAN SIGNAL STANDARD	56	UNIT	$1,000.-	$56,000.-
51	TRAFFIC SIGNAL MAST ARM, ALUMINUM	60	UNIT	$1760.-	$105,600.-
52	TRAFFIC SIGNAL MAST ARM, STEEL	1	UNIT	$ 4510.-	$4510.-
53	TRAFFIC SIGNAL CABLE, 2 CONDUCTOR	20,180	LF	$2.31	$46,615.80
54	TRAFFIC SIGNAL CABLE, 5 CONDUCTOR	20,170	LF	$ 2.75	$55,467.50
55	TRAFFIC SIGNAL CABLE, 10 CONDUCTOR	10,800	LF	$3.35	$36,180.-
56	TRAFFIC SIGNAL HEAD	99	UNIT	$1166.-	$115,434.-
57	PUSH BUTTON INSTALLATION	4	UNIT	$1611.-	$6,444.-
58	PEDESTRIAN SIGNAL HEAD	120	UNIT	$1,000.-	$120,000.-

PROPOSAL A – BASE BID
SCHEDULE OF PRICES
BID NO. 16-09
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY

Item	Description	Quantity	Unit	Unit Price Bid	Amount
59	PUSH BUTTON	120	UNIT	$1200.-	$144,000.-
60	CONTROLLER TURN-ON	15	UNIT	$6,000.-	$90,000.-
61	LIGHTING MAST ARM ALUMINUM	4	UNIT	$742.-	$2968.-
62	GPS PREEMPTION SYSTEM	15	UNIT	$15,000.-	$225,000.-
63	FIREHOUSE PREEMPTION SYSTEM	1	LS	$20,000.-	$20,000.-
64	PSE&G ALLOWANCE	1	ALLOWANCE	$150,000	$150,000
65	COUNTY VERTICAL CURB (IF & WHERE DIRECTED)	200	LF	$30.-	$6,000.-
66	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC, 4" WIDE	44,023	LF	$.59	$25,973.57
67	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC, 8" WIDE	5,933	LF	$1.18	$7,000.94
68	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC, 12" WIDE	448	LF	$1.78	$797.44
69	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC, 24" WIDE	5,336	LF	$3.56	$18,996.16
70	TRAFFIC MARKING, THERMOPLASTIC	3,260	SF	$6.-	$19,560.-
71	ENDURABLEND POLYMER CEMENT SURFACING, GREEN	21,166	SF	$8.80	$186,260.80
72	ENDURABLEND POLYMER CEMENT SURFACING, RED	1,430	SF	$8.80	$12,584.-
73	DECORATIVE PAVEMENT TREATMENT	3,000	SF	$12.-	$36,000.-
74	CURB PAINT (IF & WHERE DIRECTED)	800	LF	$1.20	$960.-
75	ALLOWANCE FOR WORK NOT SPECIFIED	1	ALLOWANCE	$50,000	$50,000
76	LOAD, HAUL, AND DISPOSE OF REGULATED MATERIAL	1	ALLOWANCE	$100,000	$100,000
77	LOAD, HAUL, AND DISPOSE OF REGULATED MATERIAL, HAZARDOUS	1	ALLOWANCE	$10,000	$10,000

TOTAL AMOUNT BASE BID, PROPOSAL A (Items 1 through 77): $ 6,713,613 .71

WRITE TOTAL AMOUNT BASE BID, PROPOSAL A (Items 1 through 77):

Six Million Seven Hundred Thirteen Thousand Six Hundred Thirteen Dollars and Seventy one Cent

NOTE: This is a Unit Price Bid. The Unit Prices provided for each item are dispositive of the Bidders intent. The total Amount Bid is the correct sum of the Unit Prices bid multiplied by the Proposal quantities. Errors by the Bidder in determining the Amount Bid for an item or the correct Total Amount Bid or in expressing the correct Total Amount Bid in words will be corrected by the Engineer or OWNER.

PROPOSAL A – ALTERNATES

Each Bidder shall complete all Alternates. The OWNER may reject the bid for any Alternate in accordance with NJSA 40A:11-13.2, and/or may waive any non-material deficiency, as the OWNER determines to be in its best interest.

The OWNER will consider awarding Alternates which are not rejected as follows:

Subject to the availability of funds, the OWNER may, but is not obligated to, award Alternates. Alternates will be awarded in the order listed except that an Alternate which would cause the funds available to be exceeded may not be awarded and subsequent less expensive Alternates, within the funds available, may be awarded in order.

PROPOSAL A - ADD ALTERNATE A (CLEANING AND PAINTING OF EXISTING LIGHTPOLES)

Item	Description	Quantity	Unit	Unit Price Bid	Amount
A-1	CLEAN AND PAINT EXISTING LIGHTPOLE	180	UNIT	$ 1,400.-	$ 252,000.-

TOTAL AMOUNT ADD ALTERNATE A (Item A-1): $ 252,000.-

WRITE TOTAL AMOUNT ADD ALTERNATE A (Item A-1):

Two Hundred fifty Two Thousand Dollars

PROPOSAL A - ADD ALTERNATE B (MICROGRID FROM OBSERVER HIGHWAY TO 4TH STREET)

Item	Description	Quantity	Unit	Unit Price Bid	Amount
B-1	UNIFORMED POLICE TRAFFIC DIRECTORS	1	ALLOWANCE	$21,000	$ 21,000
B-2	UTILITY TEST PIT (MIN. BID PRICE $100/CY)	10	CY	$ 100.-	$ 1.000.-
B-3	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	775	SY	$ 6.-	$ 4650.-
B-4	TEMPORARY PAVEMENT RESTORATION - HOT MIX ASPHALT 19M64 BASE COURSE, 8" THICK	775	SY	$ 45.-	$ 34.875.-
B-5	6" PVC CONDUIT MAIN LINE (2 LINES) (POWER)	4,600	LF	$ 50.-	$ 230,000.-
B-6	4" PVC CONDUIT MAIN LINE (COMMUNICATIONS)	2,300	LF	$ 40.-	$ 92.000.-
B-7	6" PVC BRANCH CONDUIT (2 LINES) (POWER)	1,060	LF	$ 50.-	$ 53.000.-
B-8	4" PVC BRANCH CONDUIT (COMMUNICATIONS)	560	LF	$ 35.-	$ 19.600.-
B-9	3" PVC BRANCH CONDUIT (COMMUNICATIONS)	242	LF	$ 30.-	$ 7,260.-
B-10	ELECTRICAL HANDHOLES WITH INSTALLATION	6	UN	$ 1800.-	$ 10,800.-
B-11	ELECTRICAL MANHOLES WITH INSTALLATION	6	UN	$ 5900.-	$ 35,400.-
B-12	CONDUIT PLUGS	21	UN	$ 100.-	$ 2100.-
B-13	DENSE GRADED AGGREGATE BACKFILL (MICROGRID)	125	CY	$ 30.-	$ 3750.-
B-14	CONCRETE ENCASEMENT (24" X 16") (MIN. BID PRICE $50/CY)	143	CY	$ 220.-	$ 31.460.-

TOTAL AMOUNT ADD ALTERNATE BID B (Items B-1 through B-14): $ 546,895.00

WRITE TOTAL AMOUNT ADD ALTERNATE BID B (Items B-1 through B-14):

Five Hundred forty Six Thousand Eight Hundred Ninety Five Dollars

PROPOSAL A - ADD ALTERNATE C (MICROGRID FROM 4TH STREET TO 7TH STREET)

Item	Description	Quantity	Unit	Unit Price Bid	Amount
C-1	UNIFORMED POLICE TRAFFIC DIRECTORS	1	ALLOW ANCE	$19,000	$19,000
C-2	UTILITY TEST PIT (MIN. BID PRICE $100/CY)	10	CY	$ 100.00	$ 1000.00
C-3	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	650	SY	$ 6.00	$ 3900.00
C-4	TEMPORARY PAVEMENT RESTORATION - HOT MIX ASPHALT 19M64 BASE COURSE, 8" THICK	650	SY	$ 45.00	$ 29,250.00
C-5	6" PVC CONDUIT MAIN LINE (2 LINES) (POWER)	2,840	LF	$ 50.00	$ 142,000.00
C-6	4" PVC CONDUIT MAIN LINE (COMMUNICATIONS)	1,460	LF	$ 40.00	$ 58,400.00
C-7	6" PVC BRANCH CONDUIT (2 LINES) (POWER)	860	LF	$ 50.00	$ 43,000.00
C-8	4" PVC BRANCH CONDUIT (COMMUNICATIONS)	420	LF	$ 35.00	$ 14,700.00
C-9	3" PVC BRANCH CONDUIT (COMMUNICATIONS)	175	LF	$ 30.00	$ 5250.00
C-10	ELECTRICAL HANDHOLES WITH INSTALLATION	16	UN	$ 1800.00	$ 28,800.00
C-11	ELECTRICAL MANHOLES WITH INSTALLATION	17	UN	$ 5900.00	$ 100,300.00
C-12	CONDUIT PLUGS	43	UN	$ 100.00	$ 4300.00
C-13	DENSE GRADED AGGREGATE BACKFILL (MICROGRID)	110	CY	$ 30.00	$ 3300.00
C-14	CONCRETE ENCASEMENT (24" X 16") (MIN. BID PRICE $50/CY)	110	CY	$ 220.00	$ 24,200.00

TOTAL AMOUNT ADD ALTERNATE BID C (Items C-1 through C-14): $ 477,400.00

WRITE TOTAL AMOUNT ADD ALTERNATE BID C (Items C-1 through C-14):

Four hundred Seventy Seven Thousand, Four Hundred Dollars

PROPOSAL A - ADD ALTERNATE D (MICROGRID FROM 7TH STREET TO 11TH STREET)

Item	Description	Quantity	Unit	Unit Price Bid	Amount
D-1	UNIFORMED POLICE TRAFFIC DIRECTORS	1	ALLOW ANCE	$21,000	$21,000
D-2	UTILITY TEST PIT (MIN. BID PRICE $100/CY)	15	CY	$100.00	$1,500.00
D-3	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	900	SY	$6.00	$5400.00
D-4	TEMPORARY PAVEMENT RESTORATION - HOT MIX ASPHALT 19M64 BASE COURSE, 8" THICK	900	SY	$45.00	$40,500.00
D-5	6" PVC CONDUIT MAIN LINE (2 LINES) (POWER)	4,000	LF	$50.00	$200,000.00
D-6	4" PVC CONDUIT MAIN LINE (COMMUNICATIONS)	2,000	LF	$40.00	$80,000.00
D-7	6" PVC BRANCH CONDUIT (2 LINES) (POWER)	1,000	LF	$50.00	$50,000.00
D-8	4" PVC BRANCH CONDUIT (COMMUNICATIONS)	500	LF	$35.00	$17,500.00
D-9	3" PVC BRANCH CONDUIT (COMMUNICATIONS)	270	LF	$30.00	$8100.00
D-10	ELECTRICAL HANDHOLES WITH INSTALLATION	4	UN	$1800.00	$7200.00
D-11	ELECTRICAL MANHOLES WITH INSTALLATION	4	UN	$5900.00	$23,600.00
D-12	CONDUIT PLUGS	17	UN	$100.00	$1700.00
D-13	DENSE GRADED AGGREGATE BACKFILL (MICROGRID)	140	CY	$30.00	$4200.00
D-14	CONCRETE ENCASEMENT (24" X 16") (MIN. BID PRICE $50/CY)	154	CY	$220.00	$33,880.00

TOTAL AMOUNT ADD ALTERNATE BID D (Items D-1 through D-14): $494580.00

WRITE TOTAL AMOUNT ADD ALTERNATE BID D (Items D-1 through D-14):

Four Hundred Ninety Four Thousand, Five Hundred Eighty Dollars

PROPOSAL A - ADD ALTERNATE E (MICROGRID FROM 11TH STREET TO 14TH STREET)

Item	Description	Quantity	Unit	Unit Price Bid	Amount
E-1	UNIFORMED POLICE TRAFFIC DIRECTORS	1	ALLOW ANCE	$21,000	$21,000
E-2	UTILITY TEST PIT (MIN. BID PRICE $100/CY)	15	CY	$ 100-	$ 1,500-
E-3	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	675	SY	$6-	$ 4,050-
E-4	TEMPORARY PAVEMENT RESTORATION - HOT MIX ASPHALT 19M64 BASE COURSE, 8" THICK	675	SY	$45-	$30,375-
E-5	6" PVC CONDUIT MAIN LINE (2 LINES) (POWER)	2,710	LF	$ 50-	$135,500-
E-6	4" PVC CONDUIT MAIN LINE (COMMUNICATIONS)	1,350	LF	$40-	$ 54,000-
E-7	6" PVC BRANCH CONDUIT (2 LINES) (POWER)	950	LF	$50-	$47,500-
E-8	4" PVC BRANCH CONDUIT (COMMUNICATIONS)	450	LF	$ 35-	$15,750-
E-9	3" PVC BRANCH CONDUIT (COMMUNICATIONS)	290	LF	$ 30-	$ 8,700-
E-10	ELECTRICAL HANDHOLES WITH INSTALLATION	3	UN	$1,800-	$ 5,400-
E-11	ELECTRICAL MANHOLES WITH INSTALLATION	4	UN	$5,900-	$23,600-
E-12	CONDUIT PLUGS	13	UN	$ 100-	$ 1,300-
E-13	DENSE GRADED AGGREGATE BACKFILL (MICROGRID)	100	CY	$ 30-	$ 3,000-
E-14	CONCRETE ENCASEMENT (24" X 16") (MIN. BID PRICE $50/CY)	115	CY	$220-	$25,300-

TOTAL AMOUNT ADD ALTERNATE BID E (Items E-1 through E-14): $ 376,975.00

WRITE TOTAL AMOUNT ADD ALTERNATE BID E (Items E-1 through E-14):

Three Hundred Seventy-Six Thousand Nine Hundred Seventy-Five Dollars & No/Cents

NOTE: This is a Unit Price Bid. The Unit Prices provided for each item are dispositive of the Bidders intent. The Total Amount Bid is the correct sum of the Unit Prices bid multiplied by the Proposal quantities. Errors by the Bidder in determining the Amount Bid for an item or the correct Total Amount Bid or in expressing the correct Total Amount Bid in words will be corrected by the Engineer or OWNER.

PROPOSAL B - WATER MAIN INSTALLATION (NJEIFP PROJECT NO. 0905001-001)
SCHEDULE OF PRICES
BID NO. 16-09
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY

Item	Description	Quantity	Unit	Unit Price Bid	Amount
1	UNIFORMED POLICE TRAFFIC DIRECTORS	1	ALLOWANCE	$414,000	$414,000
2	UTILITY TEST PIT (MIN. BID PRICE $100/CY)	105	CY	$ 100.-	$ 10,500.-
3	DENSE GRADED AGGREGATE BASE COURSE, 6" THK. (IF & WHERE DIRECTED)	3,500	SY	$ 6.50	$ 22,750.-
4	TEMPORARY PAVEMENT RESTORATION Hot Mix Asphalt 19M64 Base Course, 8" Thick	3,500	SY	$ 45.-	$ 157,500.-
5	COURSE AGGREGATE PIPE BEDDING, CLASS C (IF & WHERE DIRECTED)	700	CY	$ 35.-	$ 24,500.-
6	BACKFILLING AND COMPACTION	10,330	LF	$ 1.-	$ 10,330.-
7	6" DUCTILE IRON WATER PIPE, CLASS 54	550	LF	$ 50.-	$ 27,500.-
8	8" DUCTILE IRON WATER PIPE, CLASS 54	2,180	LF	$ 60.-	$ 130,800.-
9	12" DUCTILE IRON WATER PIPE, CLASS 54	7,370	LF	$ 78.-	$ 574,860.-
10	16" DUCTILE IRON WATER PIPE, CLASS 54	230	LF	$ 103.-	$ 23,690.-
11	12" WET TAP & VALVE	1	UNIT	$ 20,000.-	$ 20,000.-
12	6" GATE VALVE	5	UNIT	$ 1,000.-	$ 5,000.-
13	8" GATE VALVE	10	UNIT	$ 1,500.-	$ 15,000.-
14	12" GATE VALVE	24	UNIT	$ 3500.-	$ 84,000.-
15	16" GATE VALVE	2	UNIT	$ 10,000.-	$ 20,000.-
16	FIRE HYDRANT ASSEMBLY	31	UNIT	$ 4,500.-	$ 139,500.-
17	EXISTING FIRE HYDRANT REMOVAL	24	UNIT	$ 1,000.-	$ 24,000.-
18	6" CUT AND CAP EXISTING WATERMAIN	12	UNIT	$ 1,500.-	$ 18,000.-
19	12" CUT AND CAP EXISTING WATERMAIN	34	UNIT	$ 1800.-	$ 61,200.-

PROPOSAL B – WATER MAIN INSTALLATION (NJEIFP PROJECT NO. 0905001-001)
SCHEDULE OF PRICES
BID NO. 16-09
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY

Item	Description	Quantity	Unit	Unit Price Bid	Amount
20	1" WATER SERVICE TO CURB STOP	294	UNIT	$2,500-	$735,000-
21	1.5" & 2" WATER SERVICE TO CURB STOP	47	UNIT	$3,500-	$164,500-
22	3" & 4" WATER SERVICE TO CURB STOP	65	UNIT	$6,000-	$390,000-
23	6" WATER SERVICE TO CURB STOP	3	UNIT	$ 20,000-	$ 60,000-
24	1" WATER SERVICE EXTENSION OR RECONNECTION FOR EXISTING COPPER	98	UNIT	$ 846-	$ 82,908-
25	1.5" & 2" WATER SERVICE EXTENSION OR RECONNECTION FOR EXISTING COPPER	15	UNIT	$ 740-	$ 11,100-
26	3" & 4"WATER SERVICE EXTENSION OR RECONNECTION FOR EXISTING COPPER	9	UNIT	$ 7,160-	$ 64,440-
27	CONCRETE ENCASEMENT (IF & WHERE DIRECTED) (MIN. BID PRICE $50/CY)	440	CY	$ 220-	$ 96,800-
28	RESTORATION AND CLEANUP ($5,000 MININUM BID)	1	LS	$50,000-	$ 50,000-
29	INSERTION VALVE 6" FOR SIDE STREET ISOLATION	15	UNIT	$ 10,500-	$157,500-
30	INSERTION VALVE 8" FOR SIDE STREET ISOLATION	8	UNIT	$ 11,600-	$ 92,800-
31	INSERTION VALVE 12" FOR SIDE STREET ISOLATION	27	UNIT	$ 18,500-	$499,500-
32	INSERTION VALVE 16" FOR SIDE STREET ISOLATION	5	UNIT	$ 30,000-	$150,000-
33	CURB STOP AND BOX (IF & WHERE DIRECTED)	200	UNIT	$ 1,500-	$300,000-
34	DENSE GRADED AGGREGATE TRENCH BACKFILL (WATER MAIN)	8,800	CY	$ 35-	$308,000-
35	BYPASS FOR TEMPORARY SERVICES	3,600	LF	$ 50-	$180,000-
36	SAMPLE AND WASTE CLASSIFY SOILS	10	UNIT	$2,000-	$ 20,000-

PROPOSAL B – WATER MAIN INSTALLATION (NJEIFP PROJECT NO. 0905001-001)
SCHEDULE OF PRICES
BID NO. 16-09
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY

37	LOAD, HAUL, AND DISPOSE OF REGULATED MATERIAL	1	ALLOW ANCE	$400,000	$400,000
38	LOAD, HAUL, AND DSIPOSE OF REGULATED MATERIAL, HAZARDOUS	1	ALLOW ANCE	$20,000	$20,000
39	MONITORING FOR SERVICE SWITCH-OVERS ON BUILDINGS WITH FIRE SUPPRESSION	1	ALLOW ANCE	$55,000	$55,000
40	FUEL PRICE ADJUSTMENT	1	LS	$2,000	$2,000
41	FUEL PRICE ADJUSTMENT	1	LS	$4,000	$4,000

TOTAL AMOUNT BASE BID, PROPOSAL B (Items 1 through 41): $ 5,376,378.00

WRITE TOTAL AMOUNT BASE BID, PROPOSAL B (Items 1 through 41):

Five Million, Three hundred Seventy Six Thousand Three Hundred Seventy Eight Dollars

NOTE: This is a Unit Price Bid. The Unit Prices provided for each item are dispositive of the Bidders intent. The total Amount Bid is the correct sum of the Unit Prices bid multiplied by the Proposal quantities. Errors by the Bidder in determining the Amount Bid for an item or the correct Total Amount Bid or in expressing the correct Total Amount Bid in words will be corrected by the Engineer or OWNER.

PROPOSAL C – GREEN INFRASTRUCTURE (NJEIFP PROJECT NO. S340635-07)
SCHEDULE OF PRICES
BID NO. 16-09
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY

Item	Description	Quantity	Unit	Unit Price Bid	Amount
1	UNIFORMED POLICE TRAFFIC DIRECTORS	1	ALLOW ANCE	$279,000	$ 279,000
2	FUEL PRICE ADJUSTMENT	1	LS	$800	$ 800
3	ASPHALT PRICE ADJUSTMENT	1	LS	$1,100	$1,100
4	UTILITY TEST PIT (MIN. BID PRICE $100/CY)	100	CY	$ 250.-	$ 25,000.-
5	DENSE GRADED AGGREGATE BASE COURSE, 6" THK. (IF & WHERE DIRECTED)	800	SY	$ 6.50	$ 5200
6	TEMPORARY PAVEMENT RESTORATION - HOT MIX ASPHALT 19M64 BASE COURSE, 8" THICK	800	SY	$ 45.-	$ 36,000.00
7	COARSE AGGREGATE PIPE BEDDING, CLASS C (IF & WHERE DIRECTED)	300	CY	$ 33.-	$ 9900.00
8	8" DUCTILE IRON PIPE (IF & WHERE DIRECTED)	40	LF	$ 65.-	$ 2600.00
9	10" DUCTILE IRON PIPE (IF & WHERE DIRECTED)	40	LF	$ 70.-	$ 2800.00
10	12" DUCTILE IRON PIPE	2,500	LF	$ 80.-	$ 200,000.00
11	CITY STANDARD MANHOLE	5	EA	$ 3,000.-	$ 15,000.00
12	INLET CONVERSION TO MANHOLE	1	EA	$ 3,000.-	$ 3000.00
13	9" X 20" CONCRETE VERTICAL CURB	5,300	LF	$ 25.-	$ 132,500.00
14	CITY STANDARD HOODED INLET	50	UNIT	$ 6,000.-	$ 300,000.00
15	MODIFIED CITY STANDARD HOODED INLET	3	UNIT	$ 5,000.-	$ 15,000.-
16	MODIFIED CURB INLET, DBS	15	UNIT	$ 2500.-	$ 37,500.00
17	RECONSTRUCTED MANHOLE, USING EXISTING CASTING	45	UNIT	$ 1250.-	$ 56,250.00
18	CONCRETE CURB WALL	1400	LF	$ 52.-	$ 72,800.00
19	CONCRETE SIDEWALK, 4" THICK	6,500	SY	$ 81.-	$ 526,500.00

PROPOSAL C – GREEN INFRASTRUCTURE (NJEIFP PROJECT NO. S340635-07)
SCHEDULE OF PRICES
BID NO. 16-09
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY

Item	Description	Quantity	Unit	Unit Price Bid	Amount
20	DETECTABLE WARNING SURFACE	140	SY	$200.-	$28000.00
21	MONITORING CABINET ENCLOSURE	8	UNIT	$2860.-	$22,880.00
22	1" RIGID STEEL CONDUIT (NO WIRING)	444	LF	$31.-	$13,764.00
23	POLE BASE FOUNDATION (IF & WHERE DIRECTED)	40	UNIT	$1,000.-	$40,000.00
24	RAIN GARDEN AREA FENCE	760	LF	$150.-	$114,000.00
25	RAIN GARDEN (8' X 28')	7	UNIT	$15,000.-	$105,000.00
26	RAIN GARDEN (15' X 26')	6	UNIT	$18,000.-	$108,000.00
27	RAIN GARDEN (BUS STOP)	2	UNIT	$20,000.-	$40,000.00
28	R-TANK (SD) QUAD MODULAR STORAGE UNIT	1,200	UNIT	$250.-	$300,000.00
29	6" SHEAR GATE	16	UNIT	$1600.-	$25,600.00
30	1" RIDGED STEEL CONDUIT WITH 2 #10G WIRE	1,330	LF	$44.-	$58,520.00
31	2' X 4' CURB INLET	14	UNIT	$1800.-	$25,200.00
32	4' X 4' CURB INLET	3	UNIT	$3,000.-	$9000.00
33	DENSE GRADED AGGREGATE TRENCH BACKFILL	3,100	CY	$30.-	$93,000.00
34	LOAD, HAUL, AND DISPOSE OF REGULATED MATERIAL	1	ALLOWANCE	$200,000	$200,000
35	LOAD, HAUL, AND DSIPOSE OF REGULATED MATERIAL, HAZARDOUS	1	ALLOWANCE	$10,000	$10,000
36	TREE PIT CONSTRUCTION	15	EA	$1,466.-	$21,990.00
37	PLANTING	1	LS	$115,000.-	$115,000.00
38	NARROW FLOOD OPTIC (LIGHT)	120	UNIT	$1600.-	$192,000.00
39	12" HDPE STANDPIPE WITH BEEHIVE DOMECAP (5' PIPE LENGTH)	1	EA	$2,000.-	$2000.00

PROPOSAL C – GREEN INFRASTRUCTURE (NJEIFP PROJECT NO. S340635-07)
SCHEDULE OF PRICES
BID NO. 16-09
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY

Item	Description	Quantity	Unit	Unit Price Bid	Amount
40	PEST CONTROL	1	LS	$ 20,000.00	$ 20,000.00

TOTAL AMOUNT BASE BID, PROPOSAL C (Items 1 through 40): $ 3,264,904.00

WRITE TOTAL AMOUNT BASE BID, PROPOSAL C (Items 1 through 40):

NOTE: This is a Unit Price Bid. The Unit Prices provided for each item are dispositive of the Bidders Intent. The total Amount Bid is the correct sum of the Unit Prices bid multiplied by the Proposal quantities. Errors by the Bidder in determining the Amount Bid for an item or the correct Total Amount Bid or in expressing the correct Total Amount Bid in words will be corrected by the Engineer or OWNER.

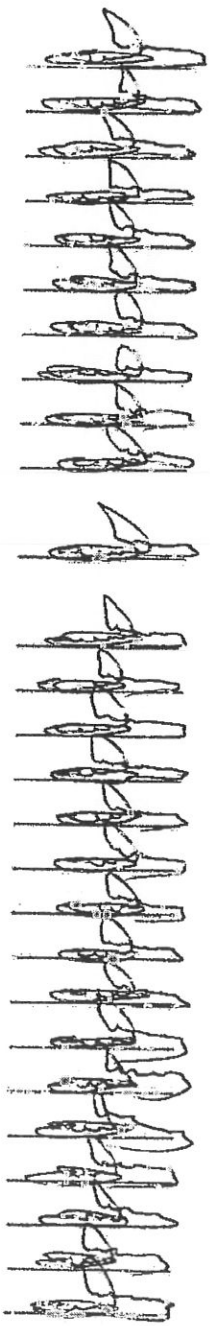
CITY OF HOBOKEN

WASHINGTON STREET REDESIGN - BID 16-09
(NJEIFP Project No's. 0905001-001 and S340635-07)

MANDATORY FORMS TO BE SUBMITTED WITH BIDS

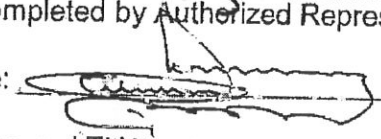
Each bidder is required to complete this checklist of all mandatory items that are required for this bid. The absence of any of these mandatory forms from the sealed bid package will be sufficient for the rejection of the entire bid. **Two copies (one original and one duplicate) of these mandatory forms shall be submitted.**

1. Affirmative Action Data Form
2. Americans with Disabilities Act of 1990 Acknowledgement Form
3. Affirmative Action Compliance Notice
4. Prevailing Wage Affidavit
5. Stockholder Disclosure Form
6. Non-Collusion Form
7. Nuclear-Free Hoboken Ordinance Statement
8. Statement of Understanding
9. Bid Proposal (Price Schedule)
10. Proof of Business Registration (Copy of Business Registration Certificate)
    (Must be provided prior to the award of contract, includes subcontractors)
11. Evidence of Public Works Contractor Registration
    (Must be provided prior to the award of contract, includes subcontractors)
12. List of Subcontractors
13. Subcontractor Certificate
14. Schedule of Prices
15. Bidder's Affidavit
16. Ownership Statement Compliance Form
17. Bid Bond
18. Consent of Surety
19. Acknowledgement of Surety Company
20. Bidders Safety Acknowledgement
21. Bidders Qualification Form
22. Plant and Equipment Questionnaire (4 pages)
23. Exceptions and Addendum
24. Iran Disclosure Form
25. Certification of Equal Employment Opportunity
26. Certification of Non-Segregated Facilities
27. Statement of Acknowledgement of American Iron and Steel Requirements



SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: Underground Utilities Corp.
(To be completed by Authorized Representative)

Signature: 

Print Name and Title: Joe Gomes - President

Date: August 24, 2016

Underground Utilities Corporation
711 Commerce Road
Linden, New Jersey 07036
908.862.8936 / 908.862.8690Fax

CORPORATE RESOLUTION

The undersigned, the president of Underground Utilities Corporation, a New Jersey corporation, does hereby certify that:

1. At a meeting of the Board of Directors of the above-mentioned corporation, duly called and held this day at which a quorum was present and acted throughout, the Board of Directors unanimously adopted the following Resolution, which has not been modified or rescinded:

RESOLVED,

Mr. Jose Gomes president of Underground Utilities Corporation and Richard Gomes secretary of Underground Utilities Corporation are hereby granted the authority by the Board of Directors of Underground Utilities Corporation, to sign on the behalf of Underground Utilities Corporation, bid bond and all other papers pertaining to the business of Underground Utilities Corporation.

2. The Certificate of Incorporation of the Corporation does not require any vote or consent of the Shareholders to authorize the change in the membership of the Board of Directors.

IN WITNESS WHEREOF, the undersigned has hereunto affixed his hand and seal of the above-mentioned Corporation this 30th day of June 2016.

Attest: _____
Richard Gomes, Secretary
Date: June 30, 2016

By: _____
Jose Gomes, President
100% Stockholder
Corporate Seal

CITY OF HOBOKEN

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the representative of the Division of Purchasing, for the City of Hoboken, County of Hudson, State of New Jersey on **August 24, 2016 1:00 PM** prevailing time at, City Hall, Office of the City Clerk, 94 Washington Street Hoboken N.J. 07030 at which time and place bids will be opened and read in public for:

BID NUMBER: 16 - 09

WASHINGTON STREET REDESIGN

The project generally consists of construction of various roadway improvements on Washington Street including the replacement of 15 new traffic signals, installation of new conduit for an electrical microgrid, replacement of sidewalk, roadway paving and traffic striping. Other improvements to be funded under the New Jersey Environmental Infrastructure Financing Program (NJEIFP) include the replacement of 12" and 8" water mains, hydrants and approximately 530 water service connections, as well as, construction of up to 15 rain garden structures and various drainage improvements. All work stipulated in the Contract shall be fully completed within five hundred fifty (550) calendar days of the date of mailing, by certified mail, or of receipted delivery, by hand or facsimile, of a Notice to Proceed. Additionally, all work stipulated in the Contract between Observer Highway and Eight Street shall be fully completed within three hundred sixty five (365) calendar days of the date of mailing, by certified mail, or of receipted delivery, by hand or facsimile, of a Notice to Proceed.

Specifications, plans, drawings and contract documents for the proposed work, prepared by the firm of T&M Associates, Consulting and Municipal Engineers, 1455 Broad Street, Suite 250, Bloomfield, NJ 07003 ("Engineer"), are on file in the office of the Engineer and may be inspected by prospective bidders during business hours.

Bidders will be furnished with a copy of the bid documents and plans by the Engineer upon proper notice and payment of a non-refundable charge of Two Hundred Dollars ($200.00) to defray the cost thereof.

Bidders are highly encouraged to attend the pre bid conference and walk thru on August 4, 2016 at 10:00 AM prevailing time at City Hall, 94 Washington Street, Hoboken, NJ 07030:

Bidders are hereby put on notice that this Bid, and the contract entered into thereunder, are subject to liquidated damages for failure to complete the project within the specified time of completion. By submitting a bid, Bidders acknowledge and accept the time of completion and the liquidated damage terms of the bid and underlying contract.

Bidders are required to comply, where applicable, with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27-1 et seq., New Jersey Statutes Title 19 Fair and Open Process, the City of Hoboken Chapter 20A Fair and Open Process, and all other applicable laws.

All corporations and partnerships must comply with Chapter 33, of the P.L. of 1977, regarding disclosure of partners and stockholders.

Each bid shall be enclosed in a sealed envelope addressed to the owner bearing the bid number, title of bid, name and address of the bidder on the outside of the envelope.

All bids shall be irrevocable, not subject to withdrawal and shall stand available for a period of sixty (60) days.

The Owner reserves the right to reject any and all bids pursuant to applicable law and regulations, to waive informalities or irregularities in the bids received and to accept the bid from the lowest, responsive and responsible bidder.

This contract or subcontract is expected to be funded in part with funds from the New Jersey Department of Environmental Protection (NJDEP) and the New Jersey Environmental Infrastructure Trust (NJEIT). Neither the State of New Jersey, the New Jersey Environmental Infrastructure Trust nor any of their departments, agencies, or employees is, or will be, a party to this contract or subcontract or any lower tier contract or subcontract. Portions of this contract are subject to the provisions of NJAC 7:22-3, 4, 5, 9 and 10.

Under the terms of any contract awarded under this invitation for bids, the successful bidder shall fully comply with the requirements, terms, and conditions of the NJDEP's Socially and Economically Disadvantaged Individuals (SEDs) Regulations, NJAC 7:22-3.7(a)24 and 7:22-4.17(a), or 7:22-6.17(a)24 for those portions of the contract being funded by the NJDEP and the NJEIT. Contractor must award not less than 10% of the costs for construction, materials, or services to small business concerns owned and controlled by SEDs.

Bidders are required to comply with the current requirements of N.J.S.A.10:5-31 et. seq. P.L. 1975, c.127 (Affirmative Action); N.J.S.A. 52:25-24.2 P.L. 1977, c.33 (Disclosure of Ownership) and N.J.S.A. 52:32-44P.L. 1999, c. 39, as amended by P.L. 2004, c. 57, (NJ Contractor Business Registration Act).

The contract shall not be approved until a favorable eligibility determination has been made by the New Jersey Department of Transportation.

The successful bidder shall be required to comply with the provisions of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq Chapter 150 of the Laws of 1963, effective January 1, 1964 and the Public Works Contractor Registration Act (NJSA 34:11-56.48).

The City reserves the right to reject any or all bids or to waive any informality in accordance with N.J.S.A. 40A:11-13.2 and/or N.J.S.A. 40A:11-23.2.

BY ORDER OF THE CITY OF HOBOKEN
Al B. Dinercs, QPA
Purchasing Agent

INSTRUCTIONS TO BIDDERS & STATUTORY REQUIREMENTS

I. SUBMISSION OF BIDS

A. The City of Hoboken in Hudson County, New Jersey (hereinafter referred to as "City") invites sealed bids pursuant to the Notice of Bidders.

B. Sealed bids will be received by the designated representative at the time and place stated in the Notice of Bidders, and at such time and place will be publicly opened and read aloud.

C. **The bid proposal form shall be submitted, in a sealed envelope: (1) addressed to the City, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "Bid" with the contract title and/or bid# being bid. (4) Two (2) copies (one original and one duplicate) shall be submitted.**

D. It is the bidder's responsibility to see that bids are presented to the City on the hour and at the place designated. Bids may be hand delivered or mailed; however, the City disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Bids received after the designated time and date will be returned unopened.

E. Sealed bids forwarded to the City before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.

F. <u>All prices and amounts must be written in ink or preferably typewritten</u>. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the City. Any changes, white-outs, strike-outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.

G. Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person(s) signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

H. Bidders must insert prices for furnishing all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. *All transportation charges shall be fully prepaid by the contractor FOB destination and placement at locations specified by the City.* As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation cost resulting from partial shipments made at the contractor's convenience.

I. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.

J. All construction under this project shall be compliant with the City's noise control ordinance, Hoboken Code Chapter 133, and, specifically the time constraints required by Hoboken Code Section 133-9(c).

K. Pursuant to N.J.A.C. 17:44-2.2), the vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Furthermore, the contractor hereby agrees to provide invoices and other non-proprietary documents in accordance with OPRA and/or the Common Law Right to Access and the vendor shall be required to do any and all redaction of invoice which becomes necessary at their sole cost and expense. Should the contractor fail and/or refuse to provide documents as required hereunder the contractor shall hold the City harmless from any OPRA claims and/or damages associated therewith.

II. BID SECURITY

The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bidding documents:

A. [X] BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of $20,000, payable unconditionally to the City. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the City. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidders to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

If this section is applicable, then, failure to submit this shall be cause for rejection of the bid.

B. [X] CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the City stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

If required, then, failure to submit this shall be cause for rejection of the bid.

C. [X] PERFORMANCE BOND

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

If required, then, failure to submit this shall be cause for rejection of the bid.

D. [X] LABOR AND MATERIAL (PAYMENT) BOND

Successful bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

If required, then, failure to deliver this with the performance bond shall be cause for declaring the contract null and void.

E. [X] MAINTENANCE BOND

Successful bidder shall upon acceptance of the work submit a maintenance bond in the amount of 15% guaranteeing against defective quality of work or materials for the period of:

[ ] One (1) year
[X] Two (2) years

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied and any maintenance bonds required have been executed and approved by the City.

If required, then, the surety of such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey N.J.S.A. 17:31-5.

III. INTERPRETATION AND ADDENDA

A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the City. The bidder accepts the obligation to become familiar with these specifications.

B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. In the event the bidder fails to notify the City of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the City's representative stipulated in the bid. In order to be given consideration, written requests for interpretation must be received at least ten (10) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders no later than seven (7) working days prior to the date fixed for the opening of the bids, in accordance with N.J.S.A.

40A:11-23. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The City's interpretations or corrections thereof shall be final.

D. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summations of the extended totals, the computation by the City of the extended totals shall govern.

IV. BRAND NAMES, PATENTS & STANDARDS OF QUALITY

A. Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.

B. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The City reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements.

C. In submitting its bid, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the City harmless from any damages resulting from such infringement.

D. Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to N.J.S.A. 40A:11-18.

E. Wherever practical and economical to the City, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

V. INSURANCE & INDEMNIFICATION

A. Insurance Requirements

1. Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability $1,000,000.

2. General Liability Insurance

This insurance shall have limits of not less than $ 1,000,000 per occurrence and $ 2,000,000 in aggregate covering property damage, bodily injury and products & completed operations and shall be maintained in force during the life of this contract by the bidder. The policy shall include Bidder's Protective Liability Insurance (also known as Contingent Liability Insurance) with the same limits.

3. Automobile Liability Insurance

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than $1,000,000 Combined Single Limit for property damage and bodily injury shall be maintained in force during the life of this contract by the bidder.

4. Umbrella/Excess Liability Insurance

General, Auto, and Employer's Liability shall all fall under this insurance with an additional limit no less than $5,000,000 per occurrence and in aggregate. Coverage shall be on 'follow-form' basis with coverage at least as broad as the underlying policies.

B. Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, necessary Worker's Compensation and Employer's Liability Insurance.

Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the City of Hoboken and its officers, agents and employs as additional assured.

Such coverage shall have a thirty (30) day notice of cancellation, which shall be noticed to the City of Hoboken upon any cancellation of policy.

C. INDEMNIFICATION

PROVIDER'S INDEMNITY OBLIGATION. PROVIDER COVENANTS, AGREES TO, AND SHALL DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE CITY), INDEMNIFY, AND HOLD HARMLESS THE CITY OF HOBOKEN, NEW JERSEY AND THE ELECTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE CITY OF HOBOKEN, NEW JERSEY, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE CITY OF HOBOKEN, NEW JERSEY, AND THE ELECTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE CITY OF HOBOKEN, NEW JERSEY EACH BEING A "HOBOKEN PERSON" AND COLLECTIVELY THE "HOBOKEN PERSONS"), FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, JUDGMENTS, LAWSUITS, DEMANDS, HARM, LOSSES, DAMAGES, PROCEEDINGS, SUITS, ACTIONS, CAUSES OF ACTION, LIENS, FEES, FINES, PENALTIES, EXPENSES, OR COSTS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY THE CITY OF HOBOKEN, NEW JERSEY AND/OR ANY OTHER HOBOKEN PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT

FROM, OR RELATE TO: (I) ANY OF THE WORK AND SERVICES OF THE PROVIDER AS DESCRIBED IN SECTION 1 OF THIS AGREEMENT, (II) ANY REPRESENTATIONS AND/OR WARRANTIES BY PROVIDER UNDER THIS AGREEMENT, AND/OR (III) ANY ACT OR OMISSION UNDER, IN PERFORMANCE OF, OR IN CONNECTION WITH THIS AGREEMENT BY PROVIDER, OR BY ANY OF PROVIDER'S OWNERS, DIRECTORS, OFFICERS, SHAREHOLDERS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS, ENGINEERS, ARCHITECTS, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, PATRONS, GUESTS, CUSTOMERS, TENANTS, SUBTENANTS, LICENSEE, SUBLICENSEE, CONCESSIONAIRES, OR ANY OTHER PERSON OR ENTITY FOR WHOM PROVIDER IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, SHAREHOLDERS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS, ENGINEERS, ARCHITECTS, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, PATRONS, GUESTS, CUSTOMERS, PROVIDERS, AND CONCESSIONAIRES. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY HOBOKEN PERSON, OR CONDUCT BY ANY HOBOKEN PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. PROVIDER SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY HOBOKEN PERSON RELATED TO OR ARISING OUT OF PROVIDER'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT PROVIDER'S SOLE COST AND EXPENSE. THE HOBOKEN PERSONS SHALL HAVE THE RIGHT, AT THE HOBOKEN PERSONS' OPTION AND OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING PROVIDER OF ANY OF ITS OBLIGATIONS HEREUNDER. THE DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATIONS SET FORTH HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

VI. PREPARATION OF BIDS

A. The City is exempt from any local, state or federal sales, use or excise tax.

B. Estimated Quantities (Open-End Contracts)

The City has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:34-4.9. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

C. Successful bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include this cost in the bid price agreement.

D. All construction under this project shall be compliant with the City's noise control ordinance, Hoboken Code Chapter 133, and, specifically the time constraints required by Hoboken Code Section 133-9(c).

VII. STATUTORY AND OTHER REQUIREMENTS

A. Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127).

1. Procurement, Professional and Service Contracts

All successful vendors must submit, within seven (7) days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter, or

ii. A photocopy of an approved Certificate of Employee Information Report, or

iii. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

Public Works Contractor License number.

2. Construction Contracts

Successful contractors must submit within three (3) days of the signing of the contract an Initial Project Manning Report (AA201-available upon request from the State's Affirmative Action Office) for any contract award that meets or exceeds the bidding threshold.

B. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful bidder is required to read Americans With Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the City harmless.

C. Prevailing Wage Act (When Applicable)

Pursuant to N.J.S.A. 34:11-56.25 et seq., successful bidders on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the City within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

Pursuant to N.J.S.A. 34:11-56.27, the contract documents must contain a provision "that in the

event it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the City may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise."

Furthermore, the contractor hereby agrees to provide invoices and other non-proprietary documents in accordance with OPRA and/or the Common Law Right to Access and the vendor shall be required to do any and all redaction of invoice which becomes necessary at their sole cost and expense. Should the contractor fail and/or refuse to provide documents as required hereunder the contractor shall hold the City harmless from any OPRA claims and/or damages associated therewith.

D. Stockholder Disclosure

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract 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 statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10%) percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

E. The New Jersey Worker and Community Right to Know Act

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) - HAZARDOUS SUBSTANCE FACT SHEET - must be furnished.

F. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

G. Nuclear-Free Hoboken Ordinance Statement

The Nuclear-Free Hoboken Ordinance Statement, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

H. Statement of Understanding

The Statement of Understanding, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

J. IRANIAN INVESTMENT ACTIVITY FORM

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of

the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party, in default and seeking debarment or suspension of the person or entity.

VIII. METHODS OF AWARD

A. All contracts shall be for 12 consecutive months unless otherwise noted in technical or supplemental specifications.

B. The City may award the work on the basis of the Base Bid, combined with such Alternates as selected, until a net amount is reached which is within the funds available.

C. If the award is to be made on the basis of Base Bids only, it will be made to that responsible bidder who's Base Bid, therefore, is the lowest. If the award is to be made on the basis of a combination of a Base Bid with Options, it will be made to that responsible bidder whose net bid on such combination is the lowest.

D. The City may also elect to award the work on the basis of line items or unit prices, whichever results in the lowest total amount.

E. The successful bidder will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City.

IX. REJECTION OF BIDS

A. Availability of Funds

Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

B. Multiple Bids Not Allowed

More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

C. Unbalanced Bids

Bids which are obviously unbalanced may be rejected.

D. Unsatisfactory Past Performance

Bids received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the City in an unacceptable manner, may be rejected.

E. Failure to Enter Contract

Should the bidder, to whom the contract is awarded, fail to enter into a contract within 21 days, Sundays and holidays excepted, the City may then, at its option, accept the bid of the next lowest responsible bidder.

X. TERMINATION OF CONTRACT

A. If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the City of any obligation for balances to the contractor of any sum or sums set forth in the contract.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the contractor and the City may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the City from the contractor is determined.

C. The contractor agrees to indemnify and hold the City harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the City under this provision.

D. In case of default by the successful bidder, the City may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.

E. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the City reserves the right to cancel this contract.

XI. TIME IS THE ESSENCE

The work contemplated under this Contract shall be completed within **five hundred fifty days (550) after the Notice of Proceed.** Additionally, all work stipulated in the Contract between Observer Highway and Eight Street shall be fully completed within **three hundred sixty five (365) calendar days after Notice to Proceed.**

The Contractor shall commence the work not later than 20 calendar days after the execution of the Contract. The completion time shall include, but not be limited to, the time necessary to prepare shop drawings, to order, process, and deliver all equipment and materials, to obtain necessary permits and approvals, to perform the proper installation contemplated under this contract and all else necessary and incidental in connection with the performance of this Contract. By submitting a bid, the contractor acknowledges that time is of the essence and that time specifications contained within the bid, including without limitation, the date of completion shall be strictly construed. If the Contractor fails to complete the work within the specified time plus any extensions authorized in writing by the City's authorized agent, the Contractor shall be responsible to the City as liquidated damages for the sum of $5,00.00 per day (Sundays, and legal holidays excepted) for every day thereafter until the completion and acceptance of work. Such liquidated damages shall not be considered as a penalty. The City

shall deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages.

XII. BUSINESS INTERRUPTION

In the event that business interruption is necessary due to testing, switchover or for any other reason, it must be properly arranged with the Business Administrator. 48 hour advance notice is absolutely necessary.

Testing and switchover shall take place during non-business hours to limit disruption to municipal offices and services.

XIII. LIMIT ON OVERHEAD AND PROFIT FOR CHANGE ORDER

Unless otherwise provided in the Bid Documents and/or unless otherwise determined by the Owner's Engineer based on the specific circumstances of the bid, overhead shall include all other expenses for which the contractor seeks reimbursement which are not included in material and labor costs.

The Prime Contractor's maximum allowable overhead and profit shall be as follows:

Work performed by own forces – 15% combined overhead and profit.
Work performed by Subcontractors – 7% combined overhead and profit.

(REVISED 4/10)

EXHIBIT A

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

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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, affection-al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprentice-ship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

(REVISED 4/10)

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each

construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures pre-scribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

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

(I) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

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

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

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

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

(i) The contactor or subcontractor shall interview the referred minority or women worker.

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

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

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

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD,

Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprentice-ship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its web-site, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be re-quested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Exhibit C
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The Bidder and the City of Hoboken, (hereafter "City") 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 City pursuant to this contract, the Bidder agrees that the performance shall be in strict compliance with the Act. In the event that the Bidder, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Bidder shall defend the City in any action or administrative proceeding commenced pursuant to this Act. The Bidder shall indemnify, protect, and save harmless the City, 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 Bidder 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 City's grievance procedure, the Bidder agrees to a proposal by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Bidder shall satisfy and discharge the same at its own expense.

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

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

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

AMERICANS WITH DISABILITIES ACT OF 1990
ACKNOWLEDGEMENT FORM

This form is an agreement of the successful Bidder's obligations to comply with the requirements of 42 U.S.C. §121.01 et seq., referred to as the Americans Disability Act of 1990.

The undersigned Bidder hereby acknowledges receipt of the Americans With Disabilities Act of 1990 found at Appendix B of this packet.

The undersigned Bidder hereby certifies that he/she is aware of the commitment to comply with the requirements of 42 U.S.C. §121.01 et seq. and agrees to furnish any required forms as evidence of compliance.

The undersigned Bidder further certifies that he/she understands that his/her bid shall be rejected as non-responsive, and any contract entered into shall be void and of no effect if said Bidder fails to comply with the requirements of 42 U.S.C. §121.01 et seq.

COMPANY: Underground Utilities Corp. SIGNATURE:
PRINT NAME: Jose Gomez TITLE: President
DATE: August 21, 2018

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.
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. 17:27-1 et seq. 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 bidder 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

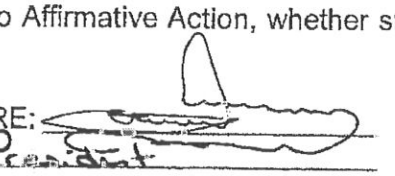
(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the bidder in accordance with N.J.A.C. 17:27-4.

The successful bidder may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours. The successful bidder(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 bidder copy is retained by the bidder.

The undersigned bidder 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. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned bidder further understands that his/her bid shall be rejected as non-responsive if said bidder fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The undersigned agrees to comply with all laws relating to Affirmative Action, whether state, local or federal, for the entire period of the contract.

COMPANY: Underground Utilities Corp. SIGNATURE: 
PRINT NAME: Joe Gomes TITLE: President
DATE: August 24, 2016

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
City of Hoboken

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK EITHER BOX:

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

OR

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

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.
PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name:_____ Relationship to Bidder/Vendor:_____

Description of Activities:

_____

_____

Duration of Engagement:_____ Anticipated Cessation Date_____

Bidder/Vendor_____

Contact Name:_____ Contact Phone Number:_____

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

Full Name (Print): Jose Gomez Signature: [signature]

Title: President Date: August 24, 2016

Bidder/Vendor: Underground Utilities Corp.

Tax Exempt Certificate

Internal Revenue Service

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

RECEIVED
JUN 1 3 2002
DIVISION OF
REVENUE & FINANCE

Date: June 3, 2002

City of Hoboken
94 Washington Street
Hoboken, NJ 17030-4556

Person to Contact:
Brenda Fox 31-07209
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263 3756
Employer Identification Number:
22-6001993

Dear Sir or Madam:

This is in response to your request dated May 10, 2002 for information concerning your organization's exemption from Federal income tax.

As an instrumentality of a governmental unit, your organization is not subject to Federal income tax under the provisions of Section 115(1) of the Internal Revenue Code of 1954 which states in part:

> "Gross income does not include income derived from the exercise of any essential governmental function and accruing to a State or any political subdivision thereof ..."

Because your organization is an instrumentality of a governmental unit, its income is not taxable as explained above. Contributions to instrumentalities are deductible under Section 170(c)(1) of the Code.

Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Barbara Gibbons

for John E. Ricketts, Director, TE/GE
Customer Account Services

State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF TAXATION
PO Box 269
Trenton NJ 08695-0269

RECEIVED
OCT 16 2001
DIVISION OF
REVENUE & FINANCE

DONALD T. DIFRANCESCO
Acting Governor

PETER R. LAWLANCE
Acting State Treasurer

In reply refer to:

October 15, 2001

(609) 292-5994
Fax (609) 989-0113

City of Hoboken
Division of Revenue and Finance
94 Washington St.
Hoboken, NJ 07030-4585

Dear Purchasing Officers and Vendors:

The City of Hoboken is a political subdivision of the State of New Jersey and is exempt from sales and use taxes, pursuant to Section 9(a)(1) of the New Jersey Sales and Use Tax Act (N.J.S.A. 54:32B-1 et seq.). An exempt organization certificate (ST-5) or number is not required for the City of Hoboken to make tax-exempt purchases. Your official letterhead or official purchase order signed by a qualified officer is sufficient proof for your vendor that you are exempt from paying the sales tax. Payment must be made by government check or voucher.

Federal agencies, New Jersey state agencies and municipal agencies making purchases in the amount of one hundred fifty dollars ($150) or less from imprest funds may use the Exempt Use Certificate (Form ST-4) to be relieved of making such purchases by government check or voucher. The Exempt Use Certificate must be signed by a qualified officer of the agency. In the block marked "Purchaser's Certificate of Authority Number" on the Exempt Use Certificate, the words "Governmental Agency" should be inserted. In the block provided for the exemption citation, the indicia "9(a)" should be written. The name and position of the person dealing with the vendor must be given at the bottom of the certificate. We are enclosing a copy of the Exempt Use Certificate for your convenience.

Very truly yours,

Arthur J. Guenther
Assistant Chief
Regulatory Services Branch

AJG:dh
Enclosure

CITY OF HOBOKEN
HUDSON COUNTY

PREVAILING WAGE AFFIDAVIT

The successful bidder agrees to comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 (P.L. 1963, Chapter 150) for contracts entered into with the City of Hoboken, except those contracts which are not within the scope of the Act.

The successful bidder and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls as documentation of compliance, if requested, and to permit on-site monitoring, including interviews with employees and review subcontracts by City representatives. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractor he might employ to perform the work covered by this bid are listed or are on record in the Office of the Commission of the New Jersey Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this Act.

Every contractor and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate or wages paid, hours worked and total wages paid to each workman employed by him/her in connection with a public work. Payroll records shall be preserved for a period of two (2) years from the date of payment.

Pursuant to N.J.S.A. 34:11-56.27, the contract documents must contain a provision "that in the event it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the City may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise."

Furthermore, the contractor hereby agrees to provide invoices and other non-proprietary documents in accordance with OPRA and/or the Common Law Right to Access and the vendor shall be required to do any and all redaction of invoice which becomes necessary at their sole cost and expense. Should the contractor fail and/or refuse to provide documents as required hereunder the contractor shall hold the City harmless from any OPRA claims and/or damages associated therewith.

The successful bidder agrees to indemnify and hold harmless the City of Hoboken, the City Council of Hoboken and all of its officers, agents and employees of, and from, any and all liability for damages and attorney fees associated with a New Jersey Department of Labor investigation and/or determination that the New Jersey Prevailing Wage Act was not complied with.

Signed this 24th day of August, 2016

as a binding act in deed of Underground Utilities Corp.
Name of Organization

Authorized signature & title

Witness Signature

Jose Gomez - President
PRINT - Authorized name & title

Richard Gomez
Print Name

STOCKHOLDER DISCLOSURE FORM

The names and addresses of all partners, officers and parties interested in the foregoing bid are as follows: (Please type or print)

Full Name	Title of Office Held if Bidder is a Corporation	Address
Jose Gomes - 100%	President	22 Sawmill Road
		Warren, NJ

The undersigned bidder hereby designates the address stated below as its business address and as the place to which all notices and letters may be delivered or mailed.

Underground Utilities Corp.
Name of Bidder

Attest or Witness:

By:

President
Title

The Business address of the Bidder is: 711 Commerce Road
Linden, NJ 07036

Corporation of the State of New Jersey
The above named bidder is a (~~Partnership~~) (~~Individual~~)
(Please strike out designations which do not apply.)

(Please note: The bidder must fill in and execute this page and submit it as part of the sealed bid.)

NON - COLLUSION AFFIDAVIT

State of New Jersey:

SS

County of Hudson

I, Jose Gomes of the City of Linden in the County of Union and the State of New Jersey being of age, being duly sworn according to the law on my oath deposes and says: I am President of the firm of Underground Utilities Corp. the bidder making the sealed bid for the attached bid, and that I executed the said sealed bid with full authority so to do; that said bidder has not, directly or indirectly, taken any action in restraint of free, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the attached bid; and that all statements contained in said sealed bid and in this Affidavit are true and correct, and made with full knowledge that the City of Hoboken relies upon the truth of the statements contained is said sealed bid and in the statements in this Affidavit in awarding the contract for said bid.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employee(s) or bond fide established commercial or selling agencies maintained by Underground Utilities Corp. Jose Gomes (N.J.S.A. 52:34-15)

(Name of person for firm submitting bid)

Sworn and Subscribed to
before me this

Signature of Affiant

24th day of August 2016

Notary Public

(Please note: The bidder must fill in and execute this page and submit it as part of the sealed bid.)

THE NUCLEAR-FREE HOBOKEN ORDINANCE

(1) FINDINGS: The People of the City of Hoboken hereby find that:

(a) Nuclear weapons production, in the United States and in other countries, is draining the world's resources and presenting humanity with an ever-increasing threat of nuclear war.

(b) Any participation in the nuclear war industry, locally, federally, or otherwise, directly condones the possible annihilation of our civilization. We see this as a crime against the sacredness of our humanity.

(c) The emphatic expression of our community, along with communities throughout the world, can help initiate steps by the United States, the Soviet Union, and other nuclear weapons powers to end the arms race and the proliferation of all nuclear weapon systems.

(2) POLICY: Hoboken shall be established as a Nuclear Free Zone.

A Nuclear Free Zone shall be defined by these requirements:

(a) No nuclear weapons, delivery systems for such weapons, or components expressly intended to contribute to the operation, guidance or delivery of a nuclear weapon shall be produced or stored within the City of its' port.

(b)No waste from the production of nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.

(c) No research furthering nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.

(d) The Mayor and Council of the City of Hoboken shall request the United States Department of Transportation and the New Jersey Department of Transportation to provide the City with advance notification of any radioactive waste shipment through the City limits. Upon such notification, the Mayor and Council shall act to prevent transportation of radioactive waste through the City by seeking an exemption for preemption by Department of Transportation regulations or using other legal means at their disposal.

(e) The Mayor and Council of the City of Hoboken shall not do business or award any municipal contract to any person, firm, or organization engaged in the production of nuclear weapons or components.

(3) This ordinance expresses the policy of the City of Hoboken. It is not intended to make violations subject to forfeiture and nothing in this ordinance shall be construed to prohibit or regulate any activity not specifically described in Subsection (2).

(4) SEVERABILITY: If any portion of this Ordinance is hereafter declared invalid, all remaining portions shall remain in full force and effect, and to this extent, the provisions of this Ordinance are severable.

NUCLEAR-FREE HOBOKEN ORDINANCE STATEMENT

I hereby certify that Underground Utilities Corp.
(Name of Bidder)

does not engage in the production of nuclear weapons or components.

August 24, 2016
Date

Signature

President
Title

(Please note: The bidder must fill in and execute this page and submit it as part of their sealed bid.)

STATEMENT OF UNDERSTANDING

I, the undersigned, as a duly authorized agent of the Contractor,

Jose Gomez
Title President

hereby attest to having read and understand all items, paragraphs, conditions, regulations, specifications, etc., contained within this bidding/contract document and will abide by them. Where Federal requirements cite the term "Grantee", the Contractor and the City shall be included. The Contractor and the City now known as "Grantee" shall comply with all requirements, paragraphs, conditions, regulations,
specifications, etc., contained within this bidding/contract document.

Signed _____ (Seal)

Name Typed Jose Gomez

Title President

Firm Underground Utilities Corp.

Date August 24, 2016

(Please note: The Bidder must fill in and execute this page and submit it as part of the sealed bid.)

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

A contractor shall provide proof of its own business registration and proofs of business registration for any named subcontractors. The proof shall be in the form of a copy of the organization's "Business Registration Certificate" issued by the Division of Revenue. The proof of business registration shall be provided when the contract is properly executed.

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

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

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c.134 (C.52:32-44 et al.) or Subsection e. or f. of Section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25.00 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.

Certificate Number
55489

Registration Date: 08/26/2013
Expiration Date: 08/25/2015

State of New Jersey

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

Public Works Contractor Registration Act

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

Underground Utilities Corporation

2013

Responsible Representative(s):
Jose Gomes, President

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

NON TRANSFERABLE

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

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:
UNDERGROUND UTILITIES CORP.

TRADE NAME:

TAXPAYER IDENTIFICATION#:
223-281-416/000

SEQUENCE NUMBER:
0622340

ADDRESS:
711 COMMERCE RD
LINDEN NJ 07036

ISSUANCE DATE:
02/24/03

EFFECTIVE DATE:
02/24/94

FORM-BRC(08-01)

Acting Director

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

Certificate Number
588834

Registration Date: 03/28/2016
Expiration Date: 03/27/2018

State of New Jersey

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

Public Works Contractor Registration Act

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

Fair Electric, Inc.

2016

Responsible Representative(s):
Thomas Fair, President

Responsible Representative(s):
Frank Gonnella, Vice-President

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

NON TRANSFERABLE

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

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

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

THIS IS TO CERTIFY THAT THE
Board of Exam. of Electrical Contractors

HAS LICENSED

THOMAS M. FAIR
140 11th St.
Piscataway, NJ 08854

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

02/06/2015 TO 03/31/2018
VALID

Signature of Licensee/Registrant/Certificate Holder

34EI00839300
LICENSE/REGISTRATION/CERTIFICATION #

ACTING DIRECTOR

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

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

THIS IS TO CERTIFY THAT THE
Board of Exam. of Electrical Contractors

HAS LICENSED

FAIGON ELECT INC
THOMAS M FAIR
140 11TH STREET
PISCATAWAY NJ 08854-1952

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Business Permit

02/18/2015 TO 03/31/2018
VALID

Signature of Licensee/Registrant/Certificate Holder

34EB00839300
LICENSE/REGISTRATION/CERTIFICATION #

ACTING DIRECTOR

x

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	FAIGON ELECTRIC, INC.
Trade Name:	
Address:	140 11TH STREET PISCATAWAY, NJ 08854
Certificate Number:	0097565
Effective Date:	April 14, 1986
Date of Issuance:	March 04, 2010

For Office Use Only:

20100304155121442

Certificate Number
693505

Registration Date: 02/13/2015
Expiration Date: 02/12/2017

State of New Jersey

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

Public Works Contractor Registration Act

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

Versatile Welding Group, LLC

2015

Responsible Representative(s):
James Druckenmiller, President
Rodney Druckenmiller, Manager

Responsible Representative(s):

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

NON TRANSFERABLE

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

02/07/13

Taxpayer Identification# **461-664-512/000**

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
VERSATILE WELDING GROUP LLC

TRADE NAME:

ADDRESS:
340 COX ST
ROSELLE NJ 07203

SEQUENCE NUMBER:
1772003

EFFECTIVE DATE:
02/07/13

ISSUANCE DATE:
02/07/13

Director
New Jersey Division of Revenue

FORM-BRC

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

Certificate Number
628846

Registration Date: 01/28/2015
Expiration Date: 01/27/2017

State of New Jersey

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

Public Works Contractor Registration Act

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

Cooper Electric and Mechanical

2015

Responsible Representative(s):
William J. Cooper Jr., Partner
William J. Cooper Sr., Partner

Responsible Representative(s):

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

NON TRANSFERABLE

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

STATE OF NEW JERSEY

Certificate of Authority

DIVISION OF TAXATION
TRENTON, N. J. 08695

The [illegible] ownership or corporation named below is hereby authorized to collect:

NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location named herein.
This authorization is null and void if any change of ownership or address occurs.

Director, Division of Taxation

COOPER PLUMBING AND MECHANICAL
40 PATTERSON AVE
HAMILTON NJ 08690

Registration No.: XXX-XXX-015/000
Tax Effective Date: 01-01-03
Document Locator No.: C00000030408
Date Issued: 02-27-13

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

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON NJ 08625-0252

TAXPAYER NAME:
COOPER PLUMBING AND MECHANICAL, L.L.C.

TRADE NAME:

ADDRESS:
40 PATTERSON AVE
HAMILTON NJ 08690

SEQUENCE NUMBER:
0362710

EFFECTIVE DATE:
01/31/03

ISSUANCE DATE:
02/27/13

Director
New Jersey Division of Revenue

FORM BRC

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

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

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

HAS LICENSED

William J. Cooper Jr
T/A COOPER PLBG & MECHANICAL LLC
40 Patterson Ave
HAMILTON NJ 08610-1334

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

05/12/2016 TO 06/30/2017
VALID

Signature of Licensee/Registrant/Certificate Holder

36B101079000
LICENSE/REGISTRATION/CERTIFICATION #

ACTING DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Exam. of Master Plumbers
HAS LICENSED
William J. Cooper Jr
Master Plumber

05/12/2016 TO 06/30/2017
VALID
36B101079000
LICENSE/REGISTRATION/CERTIFICATION #

SIGNATURE

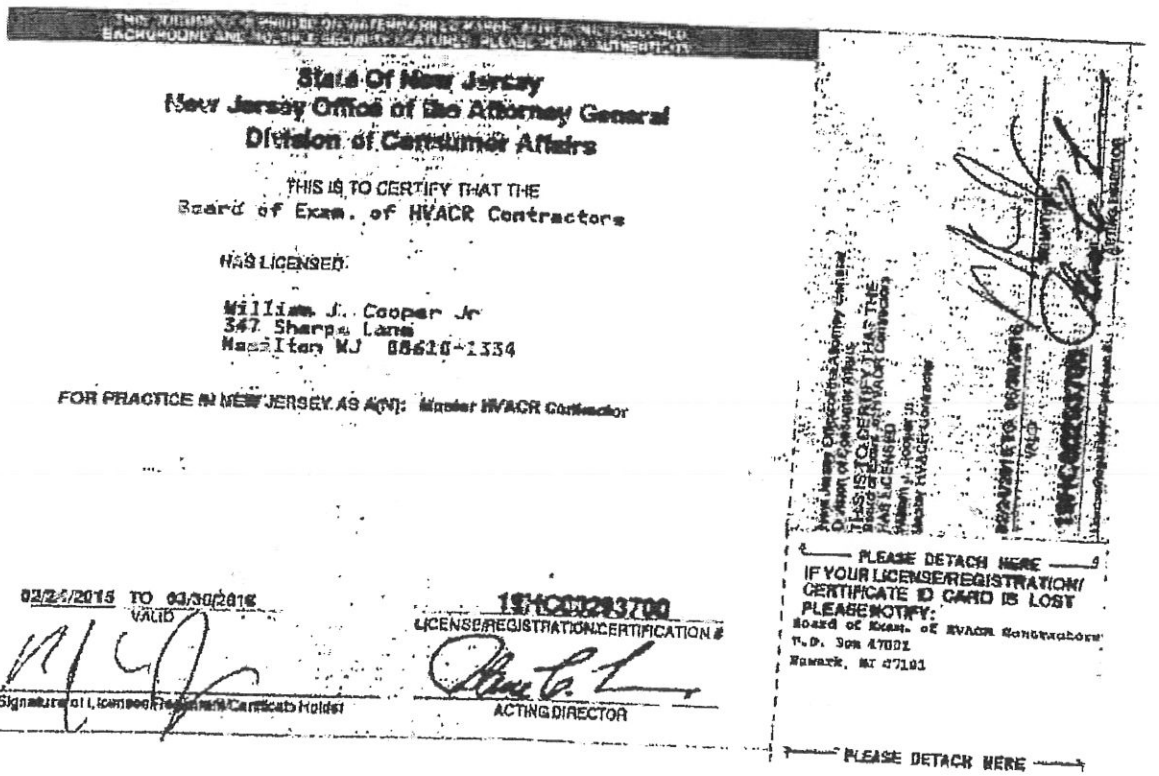
ACTING DIRECTOR

PLEASE DETACH HERE

IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Board of Exam. of Master Plumbers
P.O. Box 45008
Newark, NJ 07101

PLEASE DETACH HERE

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



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

THIS IS TO CERTIFY THAT THE
Board of Exam. of HVACR Contractors

HAS LICENSED:

William J. Cooper Jr
347 Sharpe Lane
Hamilton NJ 08610-1334

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

02/24/2015 TO 03/30/2016
VALID

Signature of Licensee/Registrant/Certificate Holder

19HC00293700
LICENSE/REGISTRATION/CERTIFICATION #

ACTING DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Exam. of HVACR Contractors
HAS LICENSED
William J. Cooper Jr
Master HVACR Contractor

02/24/2015 TO 03/30/2016
VALID
19HC00293700
Master Registrant/Certificate #

SIGNATURE
ACTING DIRECTOR

PLEASE DETACH HERE

IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Board of Exam. of HVACR Contractors
P.O. Box 47001
Newark, NJ 07101

PLEASE DETACH HERE

BCooperJr@cooper-plumbing.com

From:	CClass@treas.state.nj.us
Sent:	Friday, July 11, 2014 8:23 AM
To:	BCooperJr@cooper-plumbing.com
Subject:	Notice of Classification
Attachments:	ATT00001.bin; ATT00002.bin

COOPER PLUMBING & MECH LLC
40 PATTERSON AVE
HAMILTON, NJ 08610

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 WEST STATE STREET - P.O. BOX 034
TRENTON, NEW JERSEY 08625-0034

DPMC

NOTICE OF CLASSIFICATION

In accordance with N.J.S.A. 18A:18A-27 *et seq* (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
$3,000,000	C033 -BOILERS (NEW/REPAIR) C030 -PLUMBING license #: 36BI01079000	08/07/2014 08/07/2014	08/06/2016

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27_03_07.pdf.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE DPMC WEB SITE.

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE
P.O. BOX 026
TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6579

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

APPROVED

under the

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

This certificate acknowledges **COOPER PLUMBING AND MECHANICAL LLC** as a Category 2 & 4 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

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

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

THE GREAT SEAL OF THE STATE OF NEW JERSEY

Andrew Pantelides
Assistant Director

Issued: April 6, 2015
Certification Number: 66571-20

Expiration: April 5, 2018

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
20 W. STATE STREET
PO BOX 042
TRENTON, NEW JERSEY 08625-0042

REPLY TO:

TEL: (609) 943-3400
FAX: (609) 222-7851

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

(This form is to be used with the NOTICE OF CLASSIFICATION when submitting bids to the Department of Education.)

I certify that the amount of uncompleted work on contracts is $ 650,000

The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.13.

I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.

Respectfully submitted,

Affix corporate seal here

By Cooper Plumbing and Mechanical LLC;
Name of Firm

Signature

William Cooper (Partner
Title

Cooper Plumbing and Mechanical LLC;
Business Address

40 Patterson Ave.

Hamilton NJ 08610

(609)586-1813
Phone

Sworn to and subscribed before me this 16 *day of* Nov *20* 15

Notary Public

DPMC 707 (9/04)

KATIE MALLON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 4/27/2017

DUPLICATE

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training
Certificate of Registration

PLUMBERS & PIPEFITTERS LOCAL UNION NO. 9, JATC
for the trade classifications of PLUMBER & PIPEFITTER
Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

JANUARY 29, 1979
Date

NJ002790015
Registration No.

Secretary of Labor

Administrator, Apprenticeship Training, Employer and Labor Services

Job List

Job Status 4 to 4

Current Job List Jan 2015

Job#	Job Name	Job Phone#	Client	Client Phone1#
327	Brick Township Well #15	215 538-6177	Layne Christensen Company	215 538-6177
401	Sayerville Pump Station Reno	732 257-0772	Allied Construction Group	(732) 257-0772
452	Frenchtown WWTP	732 238-0700	Tomar Construction LLC;	732 238-0700
472	Vehicle Wash Facility NJTP	908 351-1177	M & M Construction	908 351-1177
522	Absecon Station	215 340-1840	Stone Hill Contracting Co, Inc	215 340-1840
527	Tennant Rd WTP	732 238-0700	Tomar Construction LLC;	732 238-0700
534	Woodland Ave STP	(732) 257-0772	Allied Construction Group	(732) 257-0772
560	NJ Home for Boys II	732 238-0700	Tomar Construction LLC;	732 238-0700
586	Marlton Substation	(908) 925-3200	J. Fletcher Creamer & Son	(908) 925-3200
629	Livingston Well Upgrades	(609) 877-2700	Layne Christensen Company	215 538-6177
630	MCUA Water Reuse	(732) 577-6100	Northeast/Ramsco Constructio	732 557-6100
636	ELSA WWTP Upgrades		Pact Two, LLC.	(908) 788-1985
642	Emory Ave PS		Allied Construction Group	(732) 257-0772
646	Montgomery Township PS	215 340-1840	Stone Hill Contracting Co, Inc	215 340-1840
693	MC Park Marina	856 767-7750	Dandrea Construction Co. Inc.	856 767-7750
696	Project Hope		OA Peterson	201-914-5567
711	Freehold Borough HS HVAC		Performance Mechanical Corp.	732 280-0055
715	Western Monmouth PS Rehab	973-992-1010	Coppola Services	973-992-1890
720	Hopewell HS Robotics Lab	856-547-0707	Levy Construction Company	856-547-0707
725	Kingswood PS		Allied Construction Group	(732) 257-0772
737	Hightstown HS Science Lab	356-227-8777	TNT Construction	356-227-8777
744	NJSP Bordentown		Golden Crown Contractors	609 585-0265
750	Cottage 1 Sewage Line		NJ Dept of Education	609 292-3866
756	Union Fire House	917-359-8466	Union FH	
758	Cablevision	973-818-01297	OA Peterson	201-914-5567
761	Monmouth Ambulatory Demo		National Demolition	(609) 890-2456
763	Residence Hall Water Heater		NJ Dept of Education	609 292-3866
765	Aberdeen WTP ASR		Allied Construction Group	(732) 257-0772
768	Rowan Towers Water Main		Waters & Bugbee Inc.	609 584 1100

-Projects are in various stages of completion.
-Change orders are not included in this contract price.

Cooper Plumbing & Mechanical, LLC 40 Patterson Ave. Hamilton, NJ 08610 Phone: 609-586-1813 Fax 609-586-1814

Contracts

Current Contracts List Jan 2015

Job Status 4 to 4

Job#	Job Name	Client#	Client Name	Original Contract
327	Brick Township Well #15	85	Layne Christensen Company	37,700.00
401	Sayerville Pump Station Reno	46	Allied Construction Group	101,100.00
452	Frenchtown WWTP	37	Tomar Construction LLC;	76,500.00
472	Vehicle Wash Facility NJTP	22	M & M Construction	140,000.00
522	Absecon Station	3	Stone Hill Contracting Co, Inc	98,300.00
527	Tennant Rd WTP	37	Tomar Construction LLC;	89,000.00
534	Woodland Ave STP	46	Allied Construction Group	151,000.00
560	NJ Home for Boys II	37	Tomar Construction LLC;	201,100.00
586	Marlton Substation	105	J. Fletcher Creamer & Son	33,700.00
629	Livingston Well Upgrades	85	Layne Christensen Company	26,800.00
630	MCUA Water Reuse	1	Northeast/Remsco Constructio	41,500.00
636	ELSA WWTP Upgrades	158	Pact Two, LLC.	29,700.00
642	Emory Ave PS	45	Allied Construction Group	7,300.00
646	Montgomery Township PS	3	Stone Hill Contracting Co, Inc	9,400.00
693	MC Park Marina	98	Dandrea Construction Co. Inc.	190,000.00
695	Project Hope	161	OA Peterson	167,000.00
711	Freehold Borough HS HVAC	93	Performance Mechanical Corp.	317,000.00
715	Western Monmouth PS Rehab	114	Coppola Services	41,200.00
720	Hopewell HS Robotics Lab	159	Levy Construction Company	12,400.00
725	Kingswood PS	46	Allied Construction Group	4,900.00
737	Hightstown HS Science Lab	162	TNT Construction	242,000.00
744	NJSP Bordentown	8	Golden Crown Contractors	17,900.00
750	Cottage 1 Sewage Line	88	NJ Dept of Education	18,200.00
756	Union Fire House	163	Union FH	21,600.00
758	Cablevision	161	OA Peterson	19,500.00
761	Monmouth Ambulatory Demo	164	National Demolition	21,000.00
763	Residence Hall Water Heater	88	NJ Dept of Education	9,300.00
765	Aberdeen WTP ASR	46	Allied Construction Group	10,200.00
768	Rowan Towers Water Main	20	Waters & Bugbee Inc.	28,000.00
			Total:	**2,163,300.00**

are in various stages of completion.
ers are not included in this contract price.

Hamilton, NJ 08610 Phone: 609-586-1813 Fax: 609-586-1814

COOPER PLUMBING & MECHANICAL

Job List
01/21/15

Job List

Projects Finalized in 2014

Job Status 6 to 6

Job#	Job Name	Job Phone#	Client	Client Phone1#
177	N. Jersey Water Supply	732 557-6100	Stone Hill Contracting Co, Inc	215 340-1840
399	South River Library	(732) 247-9700	Tekton Development	(732) 247-9700
402	Bordentown Ave. WTP	732 257-0772	Allied Construction Group	(732) 257-0772
405	Moorestown Pump Station 9	732 257-0772	Allied Construction Group	(732) 257-0772
408	NHSA Pump Station Improvements	732 257-0772	Allied Construction Group	(732) 257-0772
440	Linden Liquid Ends Facility	973 589-0277	Spectraserv Inc,	
444	Grows Landfill	215 340-1840	Stone Hill Contracting Co, Inc	215 340-1840
462	Wyandotte WTP	215 538-6177	Layne Christensen Company	215 538-6177
488	Pennsylvania Ave. PS	(732) 257-0772	Allied Construction Group	(732) 257-0772
496	Lyndhurst PS Improvements		Coppola Services	973-962-1890
528	New World Pump Station	(609) 704-1700	B & H Contracting	(609) 704-1700
572	Hilltop at Raritan	(732) 257-0772	Allied Construction Group	(732) 257-0772
590	Roosevelt Ave PS		Allied Construction Group	(732) 257-0772
592	Hamilton BOE Backflow Certs		Hamilton Twp. Board of Ed.	(609) 631-4173
596	Claremont Well No.8	(732) 257-0772	MBE Mark III	973 377-9240
598	MC Park Plaza Improvements		Waters & Bugbee Inc.	609 584-1100
610	Westfield Senior		Tri-Star Mechanical	
613	Franklin Lakes - Er Gen	908.862.8936	Underground Utilities Corp.	908.862.8936
631	Nottingham Backflow Cert		Hamilton Twp. Board of Ed.	(609) 631-4173
640	Hanover Sewerage Authority		Spectraserv Inc,	
653	Commercial Services 2014			
654	Residential Service 2014			
655	Estimating Service 2014			
676	Flair Pump Station		Coppola Services	973-962-1890
688	Chill Pipe PA Library		Performance Mechanical Corp.	732 280-0055
712	JFK & Colonia HS		Performance Mechanical Corp.	732 280-0055
726	Orchards At Bartley Water Tank		Bartley Associates	

-Projects were finalized in 2014
-Price does not reflect change orders

Cooper Plumbing & Mechanical, LLC 40 Patterson Ave. Hamilton, NJ 08610 Phone: 609-586-1813 Fax: 609-586-1814

Contracts

Projects Finalized in 2014

Job Status 6 to 6

Job#	Job Name	Client#	Client Name	Original Contract
177	N. Jersey Water Supply	3	Stone Hill Contracting Co, Inc	58,700.00
399	South River Library	108	Tekton Development	63,300.00
402	Bordentown Ave. WTP	46	Allied Construction Group	20,400.00
405	Moorestown Pump Station 9	46	Allied Construction Group	21,000.00
408	NHSA Pump Station Improvements	46	Allied Construction Group	19,000.00
440	Linden Liquid Ends Facility	12	Spectraserv Inc,	43,900.00
444	Grows Landfill	3	Stone Hill Contracting Co, Inc	71,800.00
462	Wyandotte WTP	85	Layne Christensen Company	70,000.00
488	Pennsylvania Ave. PS	46	Allied Construction Group	31,300.00
496	Lyndhurst PS Improvements	114	Coppola Services	38,800.00
528	New World Pump Station	139	B & H Contracting	33,300.00
572	Hilltop at Raritan	46	Allied Construction Group	8,200.00
590	Roosevelt Ave PS	46	Allied Construction Group	16,250.00
592	Hamilton BOE Backflow Certs	147	Hamilton Twp. Board of Ed.	0.00
596	Claremont Well No.8	81	MBE Mark III	3,350.00
598	MC Park Plaza Improvements	20	Waters & Bugbee Inc.	16,200.00
610	Westfield Senior	151	Tri-Star Mechanical	3,300.00
613	Franklin Lakes - Er Gen	120	Underground Utilities Corp.	2,000.00
631	Nottingham Backflow Cert	147	Hamilton Twp. Board of Ed.	150.00
640	Hanover Sewerage Authority	12	Spectraserv Inc,	0.00
653	Commercial Services 2014			0.00
654	Residential Service 2014			0.00
655	Estimating Service 2014			0.00
676	Flair Pump Station	114	Coppola Services	0.00
688	Chill Pipe PA Library	93	Performance Mechanical Corp.	0.00
712	JFK & Colonia HS	93	Performance Mechanical Corp.	17,500.00
726	Orchards At Bartley Water Tank	160	Bartley Associates	20,800.00
			Total:	**558,250.00**

-Projects were finalized in 2014
-Price does not reflect change orders

Cooper Plumbing & Mechanical, LLC 40 Patterson Ave. Hamilton, NJ 08610 Phone: 609-586-1813 Fax: 609-586-1814

NAMING OF SUBCONTRACTORS FORM

ALL CONTRACTORS MUST COMPLETE THE FOLLOWING:

N.J.S.A. 40A:11-16 requires that where all the work and materials required to complete the construction project are to be included in a single overall contract, bidders that propose using subcontractors for any of the four specialized "sub-prime" categories (i.e. Plumbing and gas fitting and all kindred work; Steam and hot water heating, ventilating apparatus, steam power plants and kindred work (HVAC); Electrical work; and Structural steel and ornamental iron work) must submit a certificate with their bids listing each subcontractor named in the bid for that category.

If Underground Utilities Corp. (Name of Firm) is successfully awarded this project, I, Jose Gomes (Authorized Representative), of the City of Linden, in the County of Union and State of New Jersey, certify pursuant to N.J.S.A. 40A:11-16 that I shall utilize the following subcontractors if this Bid is successfully awarded to my firm.

NAME OF SUBCONTRACTOR	SCOPE OF WORK
Falcon Electric	Electrical
Versatile Welding	Ornamental Iron Work
Plumbing (Hookups Only if Required)	If Required For Hookups or HVAC

(Use additional sheet of paper if more space required)

Signature of Bidder

Jose Gomes - President
Name and Title (Print or Type)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 24th DAY OF August 2016.

Ana S. Fernandes

ANA S. FERNANDES
NOTARY PUBLIC OF NEW JERSEY
ID # 2436272
My Commission Expires 7/13/2018

BIDDER'S AFFIDAVIT

STATE OF New Jersey

COUNTY OF Union

Jose Gomes being duly sworn, deposes and says that he

resides at 22 Sawmill Road, Warren, New Jersey

and that he is the President
(Give Title)

of Underground Utilities Corp.
(Name of Organization)

who signed the above Proposal of Bid, that he was duly authorized to sign, that the Bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all declarations and statements contained in the Bid are true to the best of his knowledge and belief.

He further deposes that he has submitted herewith a list of names and addresses of all stockholders and/or partners owning a 10 percent or greater interest in compliance with P.L. 1977, Chapter 33, effective March 8, 1977.

Affiant

Subscribed and Sworn before me
this 24th day of August, 2016.

(Seal)
(Notary Public)
ANA S. FERNANDES
NOTARY PUBLIC OF NEW JERSEY
ID # 2436272
My Commission Expires 7/16/2018
(Commission expiration date)

OWNERSHIP STATEMENT COMPLIANCE FORM
PUBLIC LAW 1977 CHAPTER 33

NEW JERSEY PUBLIC LAW 1977, CHAPTER 33 REQUIRES EACH CORPORATION OR PARTNERSHIP SUBMITTING A BID TO ANY GOVERNMENTAL AGENCY TO ACCOMPANY THAT BID WITH A STATEMENT OF OWNERSHIP LISTING THE NAME AND ADDRESS AND PERCENTAGE OWNERSHIP OF EACH INDIVIDUAL OWNING TEN PERCENT (10%) OR MORE OF THE CORPORATION OR PARTNERSHIP. THIS FORM OR AN APPROPRIATE LISTING ON THE BIDDERS LETTERHEAD CONTAINING SIMILAR INFORMATION, MUST BE INCLUDED IN THE BIDDERS PROPOSAL WHEN THE BID IS ORIGINALLY SUBMITTED.

OWNERSHIP STATEMENT – PER PL 1977 CHAPTER 33

Underground Utilities Corp.
(NAME OF CORPORATION OR PARTNERSHIP) PRINT

711 Commerce Road, Lindenwold, NJ 08021
(ADDRESS OF RECORD) PRINT

NAME	ADDRESS	PERCENT OWNED
Jose Gomes	22 Sawmill Road	100 %
	Voorhees, NJ	

IF ONE OR MORE SUCH STOCKHOLDER OR PARTNER IS ITSELF A CORPORATION OR IS A PARTNERSHIP, THE STOCKHOLDERS HOLDING TEN PERCENT (10%) OR MORE OF THAT CORPORATION'S STOCK OR THE INDIVIDUAL PARTNERS OWNING TEN PERCENT (10%) OR GREATER INTEREST IN THAT PARTNERSHIP MUST BE LISTED ON A SUPPLEMENTAL SHEET ON THE BIDDER'S LETTERHEAD.

THE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THIS BID AS PRINCIPALS ARE AS FOLLOWS:

Jose Gomes

CONTRACTOR'S LEGAL STATUS: Corporation

(CORPORATION LIMITED LIABILITY CORPORATION, SUBCHAPTERS COOPERATIVE, PARTNERSHIP, LIMITED LIABILITY PARTNERSHIP, JOINT VENTURE, OR INDIVIDUAL OPERATING UNDER A TRADENAME.)

I CERTIFY THAT THE FOREGOING INFORMATION IS CORRECT.

SIGNATURE Jose Gomes - President TITLE

SUBSCRIBED AND SWORN TO
BEFORE ME THIS 24th DAY
OF August, 20 16.

Ana S. Fernandes
NOTARY PUBLIC OF
MY COMMISSION EXPIRES 20

ANA S. FERNANDES
NOTARY PUBLIC OF NEW JERSEY
ID # 2436272
My Commission Expires 7/18/2018

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

Underground Utilities Corp. as Principal, and Travelers Casualty and Surety Company of America as Surety, are hereby held and firmly bound unto the City of Hoboken in the penal sum of not less than ten percent of the bid amount to a maximum of $20,000.00 for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 24th day of August, 20 16

The condition of the above obligation is such that whereas the Principal has submitted to the City of Hoboken a certain Bid, attached hereto, and made a part of hereof, to enter into a contract in writing for Bid Number: 16-09 Washington Street Redesign

---

NOW THEREFORE,

A) If said Bid shall be rejected, or, in the alternate,

B) if said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract to be prepared by the City Attorney (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and shall in all other respects perform the agreement created by the acceptance of the said Bid,

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood that all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Principal may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have set their hands and seals, and such of them as are corporations having their corporate seals to be hereto affixed and these presents to be signed by their proper corporate officers, the day and year first set forth above.

Travelers Casualty and Surety Company of America

Surety: Lisa F. McIlvaine

Lisa F. McIlvaine, Attorney-In-Fact

Underground Utilities Corp. (L.S.)

Principal:

By:

CONSENT OF SURETY

In consideration of the promises (Proposal to which this is attached), the undersigned consents and agrees that if the contract for which the preceding Proposal is made be awarded to the corporation, person or persons making the same, it shall become bound as surety and a guarantor for its faithful performance, and shall execute a bond in the form required by the New Jersey R.S. 2A:44-147, said bond to be in an amount equal to one hundred percent (100%) of the contract price and to be conditioned so as to indemnify the Owner City of Hoboken, Hudson County, New Jersey, against loss due to the failure of the Contractor to meet the stipulation of the contract, contract documents, and the bond, and to guarantee payment to all persons performing for furnishing labor or materials for performance of said contract and if the said corporation, person or persons shall omit or refuse to execute such contract if so awarded, it will pay, on demand to the said City of Hobokenand difference between the sum to which said corporation, person or persons would have been entitled upon the completion of such contract and the sum which the said City or Township may hereafter be obliged to pay the corporation, person or persons to who a substitute contract may be afterwards awarded, the amount of the difference to be determined by the bids.

IN WITNESS WHEREOF, said corporation has set its seal and caused these present to be signed by its duly authorized officers, this 24th day of August,

2016.

Travelers Casualty and Surety Company of America

ATTEST: _____ By: _____

Darrin Errichiello, Witness as to Surety

Lisa F. McIlvaine, Attorney-In-Fact (Seal)

Surety

Underground Utilities Corp.

ATTEST: _____ By: _____

COUNTERSIGNED:

711 Commerce Road

Linden, NJ 07036

Bidder's Signature & Business Address

SURETY ACKNOWLEDGMENT

State of New Jersey

County of Morris

On this 24th day of August 2016, before me personally came Lisa F. McIlvaine to me known, who, being by me duly sworn, did depose and say that he/she is an attorney-in-fact of Travelers Casualty and Surety Company of America the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolution thereof.

C Van Lenten

Notary Public Christina G. VanLenten
Notary Public
New Jersey
My Commission Expires 03-23-2021
No. 2408132

My commission expires

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225709

Certificate No. 006893750

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

David H. Page, Rachelle Hadden, Gregory A. Frankel, Larry Chasin, Christina Van Lenten, and Lisa F. McIlvaine

of the City of Cedar Knolls, State of New Jersey, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of July, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 18th day of July, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-5-16 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2015

AS FILED IN THE STATE OF NEW JERSEY

CAPITAL STOCK $ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	$ 54,550,881	UNEARNED PREMIUMS	$ 862,633,464
BONDS	3,500,572,638	LOSSES	735,725,171
STOCKS	245,901,111	LOSS ADJUSTMENT EXPENSES	278,900,106
INVESTMENT INCOME DUE AND ACCRUED	43,905,720	COMMISSIONS	35,398,814
OTHER INVESTED ASSETS	3,580,975	TAXES, LICENSES AND FEES	11,351,717
PREMIUM BALANCES	200,990,913	OTHER EXPENSES	39,466,867
NET DEFERRED TAX ASSET	65,751,196	CURRENT FEDERAL AND FOREIGN INCOME TAXES	15,158,520
REINSURANCE RECOVERABLE	22,532,968	REMITTANCES AND ITEMS NOT ALLOCATED	4,995,722
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	11,772,178	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	33,959,553
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	29,659,492	RETROACTIVE REINSURANCE RESERVE ASSUMED	898,144
OTHER ASSETS	5,665,697	POLICYHOLDER DIVIDENDS	9,080,181
		PROVISION FOR REINSURANCE	3,834,904
		ADVANCE PREMIUM	1,572,635
		PAYABLE FOR SECURITIES	8,000,000
		PAYABLE FOR SECURITIES LENDING	11,772,178
		CEDED REINSURANCE NET PREMIUMS PAYABLE	26,036,328
		ESCHEAT LIABILITY	664,927
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,858,650
		TOTAL LIABILITIES	$ 2,081,307,981
		CAPITAL STOCK	$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,683,312,028
		TOTAL SURPLUS TO POLICYHOLDERS	$ 2,103,595,788
TOTAL ASSETS	$ 4,184,903,769	TOTAL LIABILITIES & SURPLUS	$ 4,184,903,769

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2015.

Michael J Doody

SECOND VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS
18TH DAY OF MARCH, 2016

Susan M. Weissleder

NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2017

SUSAN M. WEISSLEDER NOTARY PUBLIC CONNECTICUT

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the City of Hoboken in the penal sum of not less than ten percent of the bid amount to a maximum of $20,000.00 for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20____

The condition of the above obligation is such that whereas the Principal has submitted to the City of _____ a certain Bid, attached hereto, and made a part of hereof, to enter into a contract in writing for _____

_____

NOW THEREFORE,

A) If said Bid shall be rejected, or, in the alternate,

B) if said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract to be prepared by the City Attorney (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and shall in all other respects perform the agreement created by the acceptance of the said Bid,

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood that all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Principal may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have set their hands and seals, and such of them as are corporations having their corporate seals to be hereto affixed and these presents to be signed by their proper corporate officers, the day and year first set forth above.

Principal: _____ (L.S.)

Surety: _____ By: _____

CONSENT OF SURETY

In consideration of the promises (Proposal to which this is attached), the undersigned consents and agrees that if the contract for which the preceding Proposal is made be awarded to the corporation, person or persons making the same, it shall become bound as surety and a guarantor for its faithful performance, and shall execute a bond in the form required by the New Jersey R.S. 2A:44-147, said bond to be in an amount equal to one hundred percent (100%) of the contract price and to be conditioned so as to indemnify the Owner _____, _____ County, New Jersey, against loss due to the failure of the Contractor to meet the stipulation of the contract, contract documents, and the bond, and to guarantee payment to all persons performing for furnishing labor or materials for performance of said contract and if the said corporation, person or persons shall omit or refuse to execute such contract if so awarded, it will pay, on demand to the said _____, and difference between the sum to which said corporation, person or persons would have been entitled upon the completion of such contract and the sum which the said City or Township may hereafter be obliged to pay the corporation, person or persons to who a substitute contract may be afterwards awarded, the amount of the difference to be determined by the bids.

IN WITNESS WHEREOF, said corporation has set its seal and caused these present to be signed by its duly authorized officers, this _____ day of _____,

20____.

ATTEST:

_____By: _____

_____(Seal)
Surety

ATTEST:

_____By: _____

COUNTERSIGNED:

_____

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_____

_____

_____
Bidder's Signature & Business Address

BIDDER'S SAFETY ACKNOWLEDGMENT

The undersigned hereby states that as a principal of the firm submitting this proposal, he or she is fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Industry shall be adhered to on this project and that he or she shall instruct his or her personnel to follow these regulations. These regulations include, but not limited to, the regulations concerning Trench Excavation, Competent Persons and Confined Space Regulations.

If it is observed by an official representative of the municipality that these safety regulations are not being followed and there exists a potential serious safety deficiency that could result in accident, I acknowledge that this municipal representative may stop the project until the safety deficiency is corrected without any claim for additional compensation by this firm.

TLP

WITNESS OR ATTESTED BY

August 24, 2016

DATE

SIGNATURE

Underground Utilities Corp.

NAME OF ORGANIZATION

Joe Gomes

President

PRINT NAME AND TITLE OF PERSON SIGNING

(Must be signed and submitted with Bid Proposal)

Underground Utilities Corporation
711 Commerce Road
Linden, New Jersey 07036
Phone:908.862.8936
Fax: 908.862.8690

March 31, 2016

PERFORMANCE RECORD
Completed Projects

Underground Utilities Corp. is approved by:

Small Business Enterprise
New Jersey Turnpike Authority
State of New Jersey Division Property Management & Construction
Schools Development Authority
State of New Jersey - Dept of Transportation

Owner: Town of Clinton
43 Leigh Street
Clinton, NJ 08809
Contact: Jonathan R. Tardie, PE
Job Number: 13-071
Job Name: Myrtle Ave & Brunswick Ave Water Main Replacement
Job Location: Town of Clinton
Job Description: Water Main Replacement
Amount: $ 797,968.88
Engineer: Andrew S. Holt, PE
Suburban Consulting Engineers, Inc.
100 Valley Rd, Suite 202
Mount Arlington, NJ 07856
Tel: 973-398-1776

Total Pipe Footage: 3400 LF
Pipe Diameters: 8" DIP
Completed April 2014
Depth of Excavation: 6'

Owner: City of Newark
Division of Sewers & Water Supply
239 Central Avenue
Newark, NJ 07103
Contact: Viorel V. Trusca
973-733-8414
Job Number: 13-059
Job Name: Replacement of Fire Hydrants
Job Location: City of Newark
Job Description: Replacement of Fire Hydrants
Amount: $1,443,000.00
Engineer: John T. George, P.E.
973-256-4965

Total Pipe Footage: 300 Hydrant Replacement
Pipe Diameters: Various
Completed January 2015
Depth of Excavation: 6'

Owner: City of Newark
255 Central Avenue
Newark, NJ 07103
Contact: Zafar Alvi, Principal Engineer
973-733-8118
Job Number: 12-060
Job Name: Wilson Avenue Reconstruction Eastern Phase Project
Job Location: City of Newark
Job Description: Curb, Sidewalk Pavement
Amount: $2,747,825.80
Engineer: Boswell Engineering
330 Phillips Avenue
P.O. Box 3152
South Hackensack, NJ 07606
Pete pannucci, PE
201-641-0770

Total Pipe Footage: 3250 L.F.
Pipe Diameters: 18"& 24 RCP, 16" & 18" Ductile Iron Pipe
Completed August 2014
Depth of Excavation: 8'

Owner:	Camden County MUA 1645 Ferry Avenue Camden, NJ 08104	**Amount:**	**$**	**2,396,129.99**
Contact:	Wayne Planamento 856-541-3700 ext 1266	**Engineer:**	Jose Calderon, PE T&M Associates 1256 North Church St Moorestown, NJ 08057 Tel: 856-722-6700	
Job Number:	12-030			
Job Name:	Clementon Forcemain Contract # 409			
Job Location:	Clementon, NJ			
Job Description:	Sewer Interceptor Replacement			
Total Pipe Footage:	7000 LF	**Completed**	Spring 2014	
Pipe Diameters:	30" & 36" PVC	**Depth of Excavation:**	20VF	

Owner:	Northwest Bergen County Utilities Authority 30 Wyckoff Ave, P.O. Box 255 Waldwick, NJ 07463	**Amount:**	**$**	**4,291,954.73**
Contact:	Howard Hurwitz, Exec Director 201-447-2660	**Engineer:**	Stephen Bagadinski T&M Associates Eleven Tindal Rd Middletown, NJ 07748 Tel: 732-865-9534	
Job Number:	11-104			
Job Name:	Contract # 259 Franklin Lakes Sewer Project			
Job Location:	Franklin Lakes, NJ			
Job Description:	Gravity Sewer & Structure / Force Main & Pump Station			
Total Pipe Footage:	7000' Gravity 10,500' Forcemain	**Completed**	Spring 2014	
Pipe Diameters:	8" & 10" PVC	**Depth of Excavation:**	26 VF	

Owner:	PKF-Mark III, Inc. P.O. Box 390, 170 Pheasant Run Newtown, PA 18940	**Amount:**	**$**	**834,594.69**
Contact:	Mindy Rindgen 215-968-5031	**Engineer:**	Jose Calderon, PE T&M Associates 1256 North Church St Moorestown, NJ 08057 Tel: 856-722-6700	
Job Number:	12-049			
Job Name:	Contract # 365, Cross Keys Road Pump Station			
Job Location:	Winslow Twp, NJ			
Job Description:	Gravity & Force Main Sewer			
Total Pipe Footage:	1200 LF	**Completed:**	January 2014	
Pipe Diameters:	30" DIP & 48" PVC	**Depth of Excavation:**	20 VG	

Owner:	County of Middlesex 333 Townsend Street New Brunswick, NJ 08901	**Amount:**	$	1,908,831.45
Contact:		**Engineer:**		
Job Number:	13-069			
Job Name:	Replacement of Storm Sewer Washington Rd			
Job Location:	Sayreville			
Job Description:	Reconstruct Inlet, Curb & Sidewalk			
Total Pipe Footage:	250 LF	**Complete:**	December 2013	
Pipe Diameters:	14" & 29" HERCP	**Depth of Excavation:**	8'	

Owner:	Lakewood Township MUA 390 New Hampshire Avenue Lakewood, NJ 08701	**Amount:**	$	8,988,000.00
Contact:	732-363-4422	**Engineer:**	Kyle A. Smith Hatch Mott MacDonald 3 Paragon Way Freehold, NJ 07728 Tel: 732-780-6565	
Job Number:	10-107			
Job Name:	Expansion & Upgrades to New Hampshire Ave Water Treatment Plant			
Job Location:	390 New Hampshire Avenue			
Job Description:	Expand and upgrade Water Treatment Plant 1400cy concrete, 2400 tons stone, 2000 tns asphalt			
Total Pipe Footage:	2200 lineal feet	**Completed:**	December 2013	
Pipe Diameters:	4" to 18" DIP	**Depth of Excavation:**	0' to 15 feet	

Owner:	Gloucester County Utilities Authority 2 Paradise Road West Deptford, NJ 08066	**Amount:**	$	3,337,200.00
Contact:		**Engineer:**	Remington & Vernick Engineers	
Job Number:	10-163			
Job Name:	Water Reuse Project for Pitman Golf Course			
Job Location:				
Job Description:				
Total Pipe Footage:		**Completed:**	December 2013	
Pipe Diameters:		**Depth of Excavation:**		

Owner:	Tabernacle Township 163 Carranza Road Tabernacle, NJ 08088	**Amount:**	$	249,227.18
Contact:		**Engineer:**	Richard A. Alaimo Alaimo Group 200 High Street Mount Holly, NJ 08060 Tel: 609-267-8310	
Job Number:	13-042			
Job Name:	New Road Bread & Cheese Run Culvert Replacement			
Job Location:				
Job Description:	Precast Culvert w/ Wing walls			
Total Pipe Footage:	n/a	**Completed:**	November 2013	
Pipe Diameters:	n/a	**Depth of Excavation:**	n/a	

Owner:	County of Monmouth 1 East Main Street, Room 236 Freehold, NJ 07728	**Amount:**	$	1,908,831.45
Contact:	Joseph M. Ettore, PE 732-683-8841	**Engineer:**		
Job Number:	11-015			
Job Name:	Reconstruction of Bridge MN-29			
Job Location:	County Route 527 A, Iron Ore Road at North Township of Manalapan			
Job Description:	Reconstruction of Bridge MN-29	**Complete:**	November 2013	
Total Pipe Footage:	500 LF			
Pipe Diameters:	15" & 18" RCP	**Depth of Excavation:**		

Owner:	Ewing Lawrence Sewerage Authority 600 Whitehead Road Lawrenceville, NJ 08648	**Amount:**	$	5,022,457.18
Contact:		**Engineer:**	Jerry Mitchell, P.E. Arcadis US 105 Crestfield Ave Edison, NJ 08837 Tel: 732-225-5061	
Job Number:	10-165			
Job Name:	Mountainview Pump Station			
Job Location:				
Job Description:	Jack Bore Forcemain			
Total Pipe Footage:		**Complete:**	April 2013	
Pipe Diameters:		**Depth of Excavation:**	12'-16'	

Owner:	Township of Hamilton 2090 Greenwood Avenue Hamilton Twp, NJ 08650-0150	**Amount:**	$	279,459.00
Contact:		**Engineer:**	Carmela Roberts, PE R&R Engineering, LLC 1670 Whitehorse-Hamilton Square Rd Hamilton, NJ 08690 Tel: 609-586-1141	
Job Number:	12-029			
Job Name:	Route 130 Sanitary Sewer Project			
Job Location:				
Job Description:	Jack Bore			
Total Pipe Footage:		**Complete:**	October 2012	
Pipe Diameters:	8" & 12" PVC	**Depth of Excavation:**	15'	

Owner:	County of Union 10 Elizabethtown Plaza Elizabeth, NJ 07207	**Amount:**	$	245,175.07
Contact:	Thomas O. Mineo, PE 908-789-3690	**Engineer:**		
Job Number:	11-074			
Job Name:	Vauxhall Rd Culvert			
Job Location:	Twp of Union			
Job Description:	Culvert Replacement			
Total Pipe Footage:	55 ft	**Complete:**	October 2012	
Pipe Diameters:	15 RCP & Culvert	**Depth of Excavation:**	10'	

Owner:	City of Elizabeth 50 Winfield Scott Plaza Elizabeth, NJ 07201	**Amount:**	$	1,908,831.45
Contact:		**Engineer:**		
Job Number:				
Job Name:	North Ave Flood Control Project			
Job Location:				
Job Description:				
Total Pipe Footage:		**Complete:**		
Pipe Diameters:		**Depth of Excavation:**		

Owner:	City of Elizabeth 50 Winfield Scott Plaza Elizabeth, NJ 07201	**Amount:**	$ 926,898.94
Contact:	John F. Papetti, Jr. 908-820-4100	**Engineer:**	
Job Number:	11-140		
Job Name:	South St Flood Control Project		
Job Location:	South St, Elizabeth NJ		
Job Description:	Flood Control		
Total Pipe Footage:	1826 LF	**Completed:**	October 2012
Pipe Diameters:	15", 18", 21" & 36" RCP, 18" & 24" DIP	**Depth of Excavation:**	

Owner:	Borough of Dumont 50 Washington Avenue Dumont, NJ 07628	**Amount:**	$ 310,980.56
Contact:	Susan Connelly Tel: 201-387-5024	**Engineer:**	Antonio Panagopoulos, PE T&M Associates 1373 Broad St, Suite 306 Clifton, NJ 07013 Tel: 973-614-0005
Job Number:	11-080		
Job Name:	White Beeches Drive Pump Station Force Main		
Job Location:	Dumont, NJ		
Job Description:	Pump Station Control Upgrades		
Total Pipe Footage:	780 LF	**Complete:**	April 2012
Pipe Diameters:	8" DIP	**Depth of Excavation:**	

Owner:	Gloucester Township MUA Landing Road, P.O. Box 216 Glendora, NJ 08029-0216	**Amount:**	$ 697,355.95
Contact:	Bob Benson	**Engineer:**	Joseph T. Brickley, PE 856-228-2200 Consulting Engineer Services (CES) 150 Delsea Drive, Suite 1 Sewell, NJ 08080
Job Number:	29-15		
Job Name:	Pump Station Installation & Rehabilitation Project Sanitary Sewer System Rehabiliation NJDEP Project No. S340364-04		
Job Location:	Laurel Hill, Tilford Road, Woodslane, Gloucester NJ		
Job Description:	Demolish 2 Pump Stations and Construct New Rehabilitate Woodslane Station	**Completed:**	January 2012 - 270 Calendar Days
Total Pipe Footage:			
Pipe Diameters:	N/A	**Depth of Excavation:**	

Owner:	County of Passaic 401 Grand Street Paterson, NJ 07505	**Amount:**	$ 3,509,473.65
Contact:	Steven Edmond, P.E. (973) 881-4450	**Engineer:**	The Louis Berger Group Inc.
Job Number:	28-51		
Job Name:	Paterson Hamburg Turnpike at Jackson Ave Intersection Improvement Project		
Job Location:	Wayne, NJ		
Job Description:	Reconstruction and Widen Existing Roadway Intersection		
Total Pipe Footage:	n/a	**Completed:**	July 2012
Pipe Diameters:	n/a	**Depth of Excavation:**	n/a

Owner:	Haddon Township 504 Oneida Avenue Haddon Twp, NJ 08108	**Amount:**	$ 5,481,366.87
Contact:	James Stevenson 856-854-1825	**Engineer:**	Gregory B. Fusco, P.E. (856) 767-6111 Key Engineers
Job Number:	29-12		
Job Name:	Improvements to the Sanitary Sewer Collection System		
Job Location:	Bettlewood Section of Haddon Township		
Job Description:	7635 LF HDPE / 6112 LF PVC / 244 House services for water and sewe 25 manholes, 13185 LF Concrete Curb, 21626 SY Surface Pavement		
Total Pipe Footage:	7635 lf HDPE / 6112 lf PVC	**Completed:**	November 2011
Pipe Diameters:	8", 12", 15", 18", 24", 36" HDPE 8", 10" PVC	**Depth of Excavation:**	0 to 10 feet

Owner:	Township of Morris 50 Woodland Avenue, P.O. Box 7603 Convent Station, NJ 07961-7603	**Amount:**	$ 305,752.72
Contact:	James R. Slate, PE 973-326-7430	**Engineer:**	David L. Klemm, PE Hatch Mott MacDonald 27 Bleeker St Millburn, NJ 07041 Tel: 973-379-3400
Job Number:	10-134		
Job Name:	Gaston Road Pump Station Force Main and Pump Replacement Project		
Job Location:			
Job Description:			
Total Pipe Footage:	1949 LF	**Completed:**	December 2011
Pipe Diameters:	4" & 6" DIP	**Depth of Excavation:**	6'

Owner:	County of Middlesex P.O. Box 871 New Brunswick, NJ 08903	**Amount:**	$ 718,239.00
Contact:	John Reiser Jr. 732-745-3080	**Engineer:**	Jack Nagle, PE Alaimo Group 200 High Street Mount Holly, NJ 08060
Job Number:	10-177		
Job Name:	Replacement of Bridge 4-B-28 Ireland Brook on Beekman Road		
Job Location:	East Brunswick		
Job Description:	Replacement of Bridge 4-B-28		
Total Pipe Footage:	n/a	**Completed:**	March 2012
Pipe Diameters:	n/a	**Depth of Excavation:**	n/a

Owner:	City of Vineland 640 E. Wood St, P.O. Box 1508 Vineland, NJ 08362-1508	**Amount:**	$ 1,044,975.60
Contact:	Yvonne Lewis, RPPO 856-794-4040	**Engineer:**	Ronald N. Curcio, PE Adams, Rehmann & Heggan Associates 609-561-0482
Job Number:	10-138		
Job Name:	Lincoln Ave Water Main Project		
Job Location:	Butler Ave to Spring Road		
Job Description:	Water Main		
Total Pipe Footage:	7500 LF	**Completed:**	November 2011
Pipe Diameters:	6", 8", 10" & 12" DIP	**Depth of Excavation:**	

Owner:	Lakewood Township MUA 390 New Hampshire Avenue Lakewood, NJ 08701	**Amount:**	$ 154,525.00
Contact:	732-363-4422	**Engineer:**	Douglas M. Rohmeyer, PE CME Associates 1460 Route 9 South Howell, NJ 07731 Tel: 732-462-7400
Job Number:	11-025		
Job Name:	New Hampshire Ave Water Main Improvements		
Job Location:	390 New Hampshire Avenue		
Job Description:	Water Main Improvements		
Total Pipe Footage:	350 LF	**Completed:**	September 2011
Pipe Diameters:	12" & 14" DIP	**Depth of Excavation:**	

Owner:	Township of Ocean Sewer Authority 224 Roosevelt Avenue Oakhurst, NJ 07755	**Amount:**	$ 1,716,079.49
Contact:	William Schemeling 732-531-2213	**Engineer:**	John McKealvey T&M Associates
Job Number:	10-068		
Job Name:	Collection System Upgrades		
Job Location:	Ocean Township, Monmouth County		
Job Description:	Pull & replace sanitary system Pipe and Manhole lining		
Total Pipe Footage:	3300 lineal feet	**Schedule Completion:**	June 2012
		% Completed:	
Pipe Diameters:	8" and 15" SDR-35 & 8" & 10" DIP	**Depth of Excavation:**	0' to 21 feet

Owner:	Township of Hamilton 2090 Greenwood Avenue P.O. Box 00150, Hamilton, NJ 08650	**Amount:**	$ 413,287.17
Contact:	Richard W. Watson, P.E., P.P., C.M.E. 609-890-3648	**Engineer:**	Rosario R. Santos, P.E. T&M Associates 732-671-6400
Job Number:	10-145		
Job Name:	East State Street Pump Station Rehabilitation		
Job Location:	Township of Hamilton		
Job Description:			
Total Pipe Footage:		**Completed:**	February 2012
Pipe Diameters:		**Depth of Excavation:**	

Owner:	County of Ocean 129 Hooper Ave, P.O. Box 2191 Toms River, NJ 08754	**Amount:**	$ 359,048.03
Contact:	Frank S. Scarantino 732-929-2130	**Engineer:**	
Job Number:	10-170		
Job Name:	Lakeside Drive Drainage, Phase II		
Job Location:	Lacey Township		
Job Description:	Drainage Improvements		
Total Pipe Footage:	1512 LF	**Completed:**	August 2011
Pipe Diameters:	18",24"&30" High Density Polyethylene	**Depth of Excavation:**	

Owner:	Essex County Improvement Authority 155 Passaic Avenue Fairfield, NJ 07004			
Contact:		**Amount:** **Engineer:**	$ C&S Engineers, Inc. 315-455-2000	418,875.00
Job Number:	10-96			
Job Name:	Essex County Airport-Improvement Runway Safety Area & Obstruction Removal - Phase I			
Job Location:				
Job Description:				
Total Pipe Footage:		**Completed:**	June 2011	
Pipe Diameters:		**Depth of Excavation:**		

Owner:	City of Elizabeth 50 Winfield Scott Plaza Elizabeth, NJ 07201			
Contact:	Mr. John F. Papetti, Jr. 908-820-4100	**Amount:** **Engineer:**	$	704,554.04
Job Number:	29-131			
Job Name:	Summer Street CSO Flood Relief New Storm Sewer			
Job Location:	Summer Street, Elizabeth, NJ			
Job Description:	2050 LF Pipe, 39 Storm Catchbasin, Manholes 1015 SY Asphalt Pavement, 1000 LF Curb / Sidewalks			
Total Pipe Footage:	2050 LF	**Completed:**	April 2011	
Pipe Diameters:	10", 16", 30" DIP, 42" RCP	**Depth of Excavation:**		

Owner:	Township of Mahwah 475 Corporate Drive Mahwah, NJ 07430			
Contact:	Denise Storms 201-529-5757	**Amount:** **Engineer:**	$ Alex J. Sabetta Malcolm Pirnie, Inc. 17-17 Route 208 North Fair Lawn, NJ 07410	838,351.99
Job Number:	29-77			
Job Name:	Nilsen Water Booster Pump Station			
Job Location:	Mahwah Township			
Job Description:	Prefabricated 10" Factory Built Booster Water Station 10'x45'x10' High, 2 - 10" Wet Taps, 1 - 10" Insertion Valve			
Total Pipe Footage:	180 LF	**Completion:**	March 2011 - 240 Calander Days	
Pipe Diameters:	10" DIP Class 52	**Depth of Excavation:**	0 to 8 feet deep	

Owner:	County of Hunterdon 71 Main Street Flemington, NJ 08822			
Contact:	John P. Davenport III, QPA 908-788-1197	**Amount:** **Engineer:**	$	395,798.22
Job Number:	10-046			
Job Name:	Reconstruction of County Bridge C-88 over Beaver Brook			
Job Location:	Township of Clinton			
Job Description:	Remove & Construct Bridge			
Total Pipe Footage:	N/A	**Completion:**	December 2010	
Pipe Diameters:	N/A	**Depth of Excavation:**	N/A	

Owner:	East Brunswick Sewer Authority 25 Harts Lane East Brunswick, NJ	**Amount:**	$ 231,048.76
Contact:		**Engineer:**	Michael J. McClelland, PE CME Associates
Job Number:	10-065		
Job Name:	Welsh Park Pump Station Elimination		
Job Location:			
Job Description:	Removal of existing Pump Station and Installation of Sanitary Sewer		
Total Pipe Footage:	680 LF	**Completion:**	December 2010 120 calander days
Pipe Diameters:	8" PVC	**Depth of Excavation:**	0 to 16 feet deep

Owner:	Township of Lawrence 2207 Lawrence Road Lawrenceville, NJ 08648	**Amount:**	$ 191,860.25
Contact:	James Parvesse	**Engineer:**	in house
Job Number:	10-099		
Job Name:	Johnson Trolley Line Footbridge		
Job Location:	Lawrenceville, Mercer County		
Job Description:	Install new bridge with connecting path		
Total Pipe Footage:	N/A	**Completion:**	December 2010
Pipe Diameters:	N/A	**Depth of Excavation:**	N/A

Owner:	City of Rahway One City Hall Plaza Rahway, NJ 07065	**Amount:**	$ 269,041.42
Contact:	Jacqueline M. Dirmann, PE, CME	**Engineer:**	James R. Housten, Jr. , PE& PLS 908-668-8300 Bohler Engineering 35 Technology Drive Warren, NJ 07059
Job Number:	10-045		
Job Name:	Inflow Correction at Parking Lot B & Installation of Sanitary Sewer Overflow		
Job Location:	Dock Street, Rahway		
Job Description:	Sewer & Storm Installation		
Total Pipe Footage:	1300 LF	**Completion:**	October 2010
Pipe Diameters:	18" & 15" DIP	**Depth of Excavation:**	0 to 10 feet deep

Owner:	County of Hunterdon 71 Main Street, Bldg #1 Flemington, NJ 08822	**Amount:**	$ 557,512.77
Contact:	John Davenport III 908-788-1197	**Engineer:**	
Job Number:	29-67		
Job Name:	Reconstruction of Bridge D-345		
Job Location:	CR#523 over 3rd Neshanic River, Delaware Township		
Job Description:	Demolish existing concrete bridge structure and replace with 11'x20' rigid frame precast arch birdge at 42 lf long		
Total Pipe Footage:	450 lineal feet		
		Completion:	April 2010
Pipe Diameters:	15" & 24" RCP, 8 catchbasins	**Depth of Excavation:**	8 feet

Owner:	Borough of Elmwood Park 182 Market Street Elmwood Park, NJ 07407	**Amount:**	$	2,362,749.05
Contact:	Larry Lastiglia (201) 796-1457	**Engineer:**	Michael Nannini (201) 641-0770 Boswell McClave Engineering	
Job Number:	28-102			
Job Name:	Sanitary Sewer Extenion, Pump Station # 5			
Job Location:	Elmwood Park, NJ			
Job Description:	Demolish Existing Pump Station and Construct New 14'x16' Precast Wet Well, 8' Comminutor Chamber and EMV Block Building			
Total Pipe Footage:	n/a			
Pipe Diameters:	n/a	**Completion:**	April 2010	
		Depth of Excavation:	30 feet	

Owner:	Somerset County 20 Grove Street Somerville, NJ 08876	**Amount:**	$	400,722.82
Contact:	Brian Mundhenk 908-231-7024	**Engineer:**	Craig Mawbinney 732-312-9752 French & Parrello Associates	
Job Number:	29-60			
Job Name:	Replacement Bridge H0914 Blazier Road			
Job Location:	over Dock Watch Hollow Brook, Warren Township			
Job Description:	Demolish existing concrete culvert and replace with concrete footing, abutment and wing walls and prefabricated Glulam Timber Deck and Guide Rails			
Total Pipe Footage:	N/A			
Pipe Diameters:	N/A	**Completion:**	October 2009	
		Depth of Excavation:	N/A	

Owner:	Somerset County 20 Grove Street Somerville, NJ 08876	**Amount:**	$	461,363.32
Contact:	Brian Mundhenk 908-231-7024	**Engineer:**		
Job Number:	29-50			
Job Name:	Replacement Bridge No. G1407 Hardscrabble Road			
Job Location:	over Indian Grave Brook, Bernardsville Borough			
Job Description:	Demolish existing bridge structure and replace with precast concrete abutment footing and precast concrete deck beams			
Total Pipe Footage:	N/A	**Completion:**	October 2009	
Pipe Diameters:	N/A	**Depth of Excavation:**	N/A	

Owner:	Township of Montville 195 Changebridge Road Montville, NJ 07045	**Amount:**	$	1,987,736.47
Contact:	Thomas Mazzaccaro (973) 331-3300	**Engineer:**	William D. Ryden (973) 887-2270 Anderson & Denzler Associates Inc.	
Job Number:	28-46			
Job Name:	Area 18 Sewer Project, Contract 2005.24			
Job Location:	Hook Mountain Road, Montville, NJ			
Job Description:	Pump Station Building and New Gravity Sanitary Sewer			
Total Pipe Footage:	8,945 LF Main Sewer 1,350 LF Lateral			
		Completion:	July 2009	
Pipe Diameters:	8" PVC & 4" PVC 59 - 48" Manholes & 79 House Services	**Depth of Excavation:**	0 feet to 18 feet	

Owner:	Township of Woodbridge One Main Street Woodbridge, NJ 07095	**Amount:**	$	1,134,461.12
Contact:	Scott Lee Thompson, PE (732) 602-6001	**Engineer:**	Rosario R. Santos, PE (732) 671-6400 T&M Associates	
Job Number:	28-37			
Job Name:	Merrill Park Trunk Sewer Replacement Phase IIB, Contract # 0643			
Job Location:	Woodbrige, NJ			
Job Description:	Replace Part of Existing Gravity Sanitary Sewer			
Total Pipe Footage:	2,500 LF			
		Completion:	July 2009	
Pipe Diameters:	12" & 24" PVC, 36" & 48 PCCP	**Depth of Excavation:**		
	Jack / Bore and 4', 6' 8' & 10' Manholes (11 ea), By Pass Pumping			

Owner:	Township of Bridgewater 700 Garretson Road Bridgewater, NJ 08807	**Amount:**	$	387,506.20
Contact:	William J. Conniff (908) 725-6300	**Engineer:**	George Stavrou (732) 671-6400 T&M Associates	
Job Number:	28-97			
Job Name:	Eastbrook Road Drainage Improvement Project			
Job Location:	Eastbrook Road, Bridgewater, NJ			
Job Description:	Storm Drain Upgrade			
Total Pipe Footage:	1,547 LF	**Completion:**	June 2009	
Pipe Diameters:	8" DIP, 30" RCP, 42" RCP, 48" RCP	**Depth of Excavation:**	8 feet to 10 feet	
	14 Inlets, 9x18 Curb, Landscape Restoration			

Owner:	Bayonne Municipal Utilities Authority 630 Avenue C Bayonne, NJ	**Amount:**	$	2,261,275.35
Contact:	John S. Rolak Jr. PE (201) 339-3200	**Engineer:**	Jack Fernandes (908) 912-2458 Hatch Mott MacDonald	
Job Number:	27-100			
Job Name:	Peninsula @ Bayonne Harbor Phase I & II Water Infrastructure Improvements			
Job Location:	Military Ocean Terminal, Bayonne			
Job Description:	Water Main, Various Tie Ins, 1200 lf of Directional Drilling under River Excavate & Dispose ID 27 Material			
Total Pipe Footage:	1,200 lf	**Completion:**	August 2009	
Pipe Diameters:	12" DIP	**Depth of Excavation:**	12 feet	

Owner:	County of Middlesex P.O. Box 871 New Brunswick, NJ 08903	**Amount:**	$	833,873.13
Contact:	John J. Reiser Jr. (732) 745-3080	**Engineer:**	T&M Assoicates (732) 671-6400	
Job Number:	27-115			
Job Name:	Culvert Replacement, Freedon Ave & Commonwealth Ave			
Job Location:	Piscataway, NJ			
Job Description:	Remove Existing RCP Culverts and Replace with New Precast 4x4 and 4x3 Box Culverts, One on Freedom Ave and One on Commonwealth Ave			
Total Pipe Footage:	n/a	**Completion:**	May 2009	
Pipe Diameters:	n/a	**Depth of Excavation:**	n/a	

Owner:	Town of Newton 39 Trinity Street Newton, NJ 07860	**Amount:**	$ 1,496,695.52
Contact:	Thomas S. Russo Jr. (973) 383-3521	**Engineer:**	David Simmons Jr. PE (973) 948-6463 Harold E. Pellow & Associates
Job Number:	27-126		
Job Name:	Mill Street & Trinity Street Water Main Improvements		
Job Location:	Newton, NJ		
Job Description:	4", 6", 8" & 12" Water Lines, 20 House Services Trench Restoration		
Total Pipe Footage:	5,700 lf	**Completion:**	May 2009
Pipe Diameters:	4", 6", 8" & 12" DIP	**Depth of Excavation:**	0 feet to 6 feet

Owner:	Town of Clinton 43 Leigh Steet Clinton, NJ 08809	**Amount:**	$ 700,428.22
Contact:	Roger Tishuk (908) 735-8616	**Engineer:**	Robert F. Kugler (908) 238-1776 Suburban Consulting Engineering Inc.
Job Number:	27-99		
Job Name:	12" Water Main		
Job Location:	Clinton Township		
Job Description:	Install New Water Main, Fire Hydrants Jack / Bore 160 LF - 24" Steel Casing, 10 - 1" House Services		
Total Pipe Footage:	4,664 LF	**Completion:**	April 2009
Pipe Diameters:	12" DIP Class 52	**Depth of Excavation:**	0 feet to 6 feet

Owner:	Township of Cranford 8 Springfield Avenue Cranford, NJ 07016	**Amount:**	$ 4,757,393.31
Contact:	Richard Marsden (908) 709-7200	**Engineer:**	John Ruschke (973) 912-2432 Hatch Mott MacDonald
Job Number:	26-44		
Job Name:	Northeast Quadrant Stormwater Project Contract 2A, Riverside Drive Stormwater Pumping Station		
Job Location:	Riverside Drive, Cranford, NJ		
Job Description:	40'x50' Poured in Place Concrete Control and Pump Chamber - 28' deep New CMV Block Building over Chamber and 20' sq Concrete Outfall Chamber to Raritan River		
Total Pipe Footage:	n/a	**Completion:**	April 2009
Pipe Diameters:	n/a	**Depth of Excavation:**	30 feet

Owner:	County of Warren 165 County Route 519 South Belvidere, NJ 07824	**Amount:**	$ 289,643.00
Contact:	James Bernaski (908) 475-6545	**Engineer:**	Design - Maser Consulting, PA 845-727-1160 West Nyack, NY
Job Number:	28-61		
Job Name:	Reconstruction Bridge # 09003		
Job Location:	Gaisler Road over the Jacksonburg Creek, Hardwick Township, Contract # WC0825		
Job Description:	24.5' wide x 4.0' high Rigid Frame Culvert at 27 lf long 18" roof and wall thickness, 3 sections at 37 tons each		
Total Pipe Footage:	N/A	**Completion:**	October 2008
Pipe Diameters:	N/A	**Depth of Excavation:**	

Owner:	Bayonne Municipal Utilities Authority 630 Avenue C Bayonne, NJ	**Amount:**	$	102,293.46
Contact:	John S. Rolak Jr. PE (201) 339-3200	**Engineer:**	John Armstrong (908) 912-2458 Hatch Mott MacDonald	
Job Number:	28-65			
Job Name:	Ave E and Linett Street Sanitary Sewer Extension			
Job Location:	Ave E & Linett Street			
Job Description:	Replace Existing 12" VCP, Sidewalks & Asphalt Pavement			
Total Pipe Footage:	308 LF	**Completion:**	December 2008	
Pipe Diameters:	6" PVC	**Depth of Excavation:**	o to 8 feet	

Owner:	Clinton Township Board of Education P.O. Box 6 Annandale, NJ 08801	**Amount:**	$	73,207.00
Contact:	(908) 236-7235	**Engineer:**	Robert Kugler 908-238-1776 Suburban Consulting Engineers Inc.	
Job Number:	27-99A			
Job Name:	Pipe Installation			
Job Location:	Grayrock Road			
Job Description:	Water Line to Grade School			
Total Pipe Footage:	450 LF	**Completion:**	March 2008	
Pipe Diameters:	8" DIP	**Depth of Excavation:**	0 to 7 feet	

Owner:	United States Postal Service 2 Hudson Place, 5th Floor Hoboken, NJ 07030	**Amount:**	$	500,216.96
Contact:	Ashor Verma, PE (201) 714-5459	**Engineer:**	William Slack (973) 635-5900 CTS Group	
Job Number:	25-54			
Job Name:	Water Vault Restoration - 2 each			
Job Location:	Bulk Main Center, Jersey City			
Job Description:	Remove Existing Water Meters and Valves from 2 Water Meter Chambers and replace with new meters, valves and internal piping			
Total Pipe Footage:	N/A			
Pipe Diameters:	N/A	**Completion:**	October 2007	
		Depth of Excavation:	N/A	

Owner:	Township of West Milford MUA 1480 Union Valley Road West Milford, NJ 07480	**Amount:**	$	1,680,439.56
Contact:	Dennis Karakos, PE (973) 728-2711	**Engineer:**	Robert Collins (973) 300-9003 Cerenzio & Panaro P.C.	
Job Number:	26-04			
Job Name:	Awosting Phase 2 & 3 Sanitary Sewer			
Job Location:	West Milford, NJ			
Job Description:	Install New Sanitary Main, 45 manholes, 81 House Connections 12000 SY Mill and Overlay			
Total Pipe Footage:	9140 LF	**Completion:**	October 2007	
Pipe Diameters:	8" PVC; 8" & 12" DIP	**Depth of Excavation:**	0 to 12 feet	

Owner:	Borough of Flemington 38 Park Avenue Flemington, NJ 08822			
Contact:	William Hance (908) 782-8840	**Amount:** **Engineer:**	$ Robert M. Martucci, P.E. (908) 735-9500 Van Cleef Engineering Associates	575,044.03
Job Number:	27-04			
Job Name:	Water Main Improvement Project			
Job Location:	Reaville Avenue and Church Street			
Job Description:	New Water Main System, 26 House Connections 6560 SF Sidewalks			
Total Pipe Footage:	3460 LF			
Pipe Diameters:	6", 8", 10" DIP	**Completion:** **Depth of Excavation:**	September 2007	

Owner:	County of Warren 165 County Route 519 South Belvidere, NJ 07824			
Contact:	James Bernaski (908) 475-6545	**Amount:** **Engineer:**	$ Masur Consulting 845-727-1160 West Nyack, NY	237,716.63
Job Number:	27-47			
Job Name:	Reconstruction Culvert # 04024			
Job Location:	County Route 607 over Tributary to Paulns Kill, Blairstown			
Job Description:	Demolish Existing Bridge and Install New Precast 6'0"x5'0" Rigid Frame Culvert with Precast Wing Walls, Roadway Approch Pavement Reconstruction			
Total Pipe Footage:	N/A			
Pipe Diameters:	N/A	**Completion:** **Depth of Excavation:**	August 2007 N/A	

Owner:	City of Linden 301 N. Wood Avenue Linden, NJ 07036			
Contact:	John A. Ziemian, PE (908) 474-8444	**Amount:** **Engineer:**	$ Mark Chambers (315) 455-2000 C&S Engineers Inc.	5,015,227.06
Job Number:	24-29			
Job Name:	Linden Flood Drainage Project, Contract # 2			
Job Location:	Linden, NJ			
Job Description:	New Storm Drain System from Merck Pharma to Edward St. Outfall Chamber 48"x120 Precast Box Culvert at 130 LF			
Total Pipe Footage:	6,017 LF	**Completion:**	July 2007	
Pipe Diameters:	72" Fibergalss Reinforced 68x106 HERCP; 8", 12", 16" & 20 " DIP varying lengths	**Depth of Excavation:**	8 feet to 20 feet	

Owner:	County of Passaic 401 Grand Street Paterson, NJ 07505			
Contact:	Steven Strassburger (973) 881-4466	**Amount:** **Engineer:**	$ In House County Engineer Steven Strassburger 973-881-4454	42,692.98
Job Number:	26-25			
Job Name:	Wall Rehabilitation in West Milford			
Job Location:	West Milford, NJ			
Job Description:	Remove Existing Deteriorating Concrete Wall and Install New Modular Block Wall, 1100 SF, along Union Valley Road			
Total Pipe Footage:	N/A	**Completion:**	August 2006	
Pipe Diameters:	N/A	**Depth of Excavation:**	N/A	

Owner:	Franklin Township 475 DeMott Lane Somerset, NJ 08873			
Contact:	William Tanner, PE (732) 873-2500	**Amount:** **Engineer:**	$ In House Engineer William Tanner 732-873-2500	1,764,193.70
Job Number:	25-28			
Job Name:	Easton Farms Drainage Project			
Job Location:	Various Streets, Franklin Township			
Job Description:	Furnish and Install new Storm System			
Total Pipe Footage:	25,000 LF	**Completion:**	May 2006	
Pipe Diameters:	HDPE 12" through 36"	**Depth of Excavation:**	0 feet to 8 feet	

Owner:	Monroe Township MUA 143 Union Valley Road Monroe Twp, NJ 08831			
Contact:	Richard Domalewski (732) 521-1700	**Amount:** **Engineer:**	$	7,102,462.37
Job Number:	23-09			
Job Name:	Outcalt Forcemain Phase VIII Contract #188			
Job Location:	Monroe Twp, NJ			
Job Description:				
Total Pipe Footage:	21,563 LF			
Pipe Diameters:	30" C-905 and DIP Force Main	**Completion:** **Depth of Excavation:**	May 2006 0 feet to 30 feet	

Owner:	Hunterdon County 71 Main Street Flemington, NJ 08822			
Contact:	Denis Heil (908) 788-1227	**Amount:** **Engineer:**	$ In House County Engineer James Martin 908-788-1200	487,903.35
Job Number:	24-01			
Job Name:	Reconstruction Bridge L-4			
Job Location:	County Route 513 over the Little Brook, Lebanon Township			
Job Description:	Precast 20'x5'6" Rigid Frame Culvert at 59 lf long, 8 sections at 27 tons each Pour in place concrete foot abutment walls, retaining walls and parapets - 234 cy			
Total Pipe Footage:	198 LF			
Pipe Diameters:	15" & 30" RCP	**Completion:** **Depth of Excavation:**	December 2004 0 to 8 feet	

Owner:	Township of Winslow 125 South Route 73 Winslow Twp, NJ 08037			
Contact:		**Amount:** **Engineer:**	$ Louis Garcia (856) 767-6901 Churchhill Engineers	3,042,030.27
Job Number:	23-16			
Job Name:	Albion Sanitary Sewer Project - Gravity Sewer & Force Main			
Job Location:	Various Streets, Winslow Township			
Job Description:	New Sanitary Mains, 98 Manholes, 208 House Services 20400 SY Base Course, 63400 SY Surface Course, 200 ft Jack & Bore			
Total Pipe Footage:	30,000 LF	**Completion:**	September 2004	
Pipe Diameters:	8" PVC	**Depth of Excavation:**	0 feet to 24 feet	

BIDDER'S QUALIFICATION FORM

(This form is part of the Proposal)

On the form provided, indicate at least five (5) jobs performed within the last three (3) years of a similar nature and contract amount. The Bidding Contractor shall demonstrate the following:

1) Prior water-main installation projects of $4,000,000 or greater in an urban environment.
2) Ability to supply multiple water construction crews to successfully complete a phased approach to water installation.

1. Name of Job: Please See Attached Schedules
   Major Construction Items: _____
   _____
   Engineer Name, Address, & Telephone Number: _____
   _____

2. Name of Job: _____
   Major Construction Items: _____
   _____
   Engineer Name, Address, & Telephone Number: _____
   _____

3. Name of Job: _____
   Major Construction Items: _____
   _____
   Engineer Name, Address, & Telephone Number: _____
   _____

4. Name of Job: _____
   Major Construction Items: _____
   _____
   Engineer Name, Address, & Telephone Number: _____
   _____

5. Name of Job: _____
   Major Construction Items: _____
   _____
   Engineer Name, Address, & Telephone Number: _____
   _____

Underground Utilities Corporation
711 Commerce Road
Linden, New Jersey 07036
908.862.8936 / 908.862.8690Fax

Management Directory

Principal Individuals

Name	Position	Years of Experience	Magnitude & Type of Work	
Jose Gomes	President	40 Years	to 25 Mil	Project Manager & Chief of Operations
Richard Gomes	Vice President	20 Years	to 10 Mil	Project Manager
Fred Fanders	Project Manager	35 Years	to 35 Mil	Project Manager
Edward Plank	Project Manager	40 Years	to 35 Mil	Project Manager
Thomas Corcoran	Chief Estimator	25 Years	to 25 Mil	Estimator / Superintendent
Angelo Almeida	Super-intendent	40 Years	to 20 Mil	Superintendent
Daniel Santos	Super-intendent	20 Years	to 10 Mil	Superintendent

PLANT AND EQUIPMENT QUESTIONNAIRE

Submitted to City of Hoboken

By Underground Utilities Corp. (A Corporation / A Co-partnership / An Individual)

Principal Office 711 Commerce Blvd, Linden, NJ 07036

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

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

Site Visit

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

Licensed Professional Engineer, Engineer

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

Richard Gomes V.P.

4. Do you intend to do the proposed work with your own forces? yes

STATUS OF CONTRACTS ON HAND

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

Please See Attached.

Owner	Location	Description	Adjusted Contract Amount	Amount Completed and Billed	Additional Earned Since Last Estimate	Balance To Be Completed	Estimated Date of Completion
		Totals					

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

TABLE 1

Please See Attached

Quantity	Item	Description, Size Capacity, Etc.	Condition	Years of Service	Present Location

7. What equipment do you intend to purchase or lease for use on the proposed work, should the contract be awarded to you?

TABLE 2

Quantity	Item	Description, Size Capacity, Etc.	Approximate Purchase	Cost Lease

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

✓ Yes _____ No

The Undersigned hereby declare(s) that the items of equipment in Table 1 are owned by Underground Utilities Co., Inc., and are available for and intended to be used on the Project, if Underground Utilities Corp. is awarded the Contract, and that (he) (she) (they) propose(s) to purchase or lease for the Project the additional items of equipment stated in Table 2.

If awarded the Contract, the Undersigned will furnish certificates from the owners of leased equipment to the effect that, in case of default of contract, as set forth in Article 25 the Governing Body has the right to take over the leased equipment for use in completing the work.

Dated at Wednesday this 24th day of August, 20 16.

Underground Utilities Corp.
Name of Organization

By _____

President
Title or Person Signing

STATE OF New Jersey
COUNTY OF Union

_____, Being duly sworn, deposes and says that he is President of the above Underground Utilities Corp.
Name of Organization
and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this 24th day of August, 20 16

_____
Notary Public

My Commission Expires _____

ANA S. FERNANDES
NOTARY PUBLIC OF NEW JERSEY
ID # 2436272
My Commission Expires 7/19/2018

YOUR GOALS. OUR MISSION.

ADDENDUM NO. 1

OWNER:	City of Hoboken
PROJECT:	Washington Street Redesign
ENGINEER:	T&M Associates 1455 Broad Street Bloomfield, NJ 07003
DATE:	August 15, 2016
BID OPENING:	Bid Opening August 24, 2016 at 1:00 PM, prevailing time

I. INSTRUCTIONS

A. The following additions, deletions, revisions, clarifications and/or amendments to the original specifications and drawings are hereby made a part thereof, and a part of the contract documents. All provisions of said documents shall remain inforce and effect, except as herein clarified.

B. This addendum to the specifications and drawings is issued prior to the receipt of bids. All work covered in this addendum shall be included in the bid proposal; and the addendum will be considered part of the Contract Documents. Bidder must acknowledge receipt of this addendum on this form and mail the copy to T&M Associates, 1455 Broad Street, Suite 205, Bloomfield, NJ 07003, or submit with your bid proposal package.

Very truly yours,
T&M ASSOCIATES

PETER BONDAR, P.E.
PRINCIPAL ENGINEER

PROJECT NO.: HOBK-00090
RECEIPT ACKNOWLEDGED:

Underground Utilities Corp
CONTRACTOR

CONTRACTOR'S NAME Jose Gomez, President

8/15/2016
DATE

T&M ASSOCIATES, 1455 Broad Street, Suite 250, Bloomfield, NJ 07003 973.614.0005 973.338.5867 tandmassociates.com

A. **ADDENDUM TO CONSTRUCTION DOCUMENTS**

THE FOLLOWING CLARIFICATIONS ARE PROVIDED TO THE BID DOCUMENTS:

Attached please find Meeting Minutes from the August 4, 2016 Pre-Bid Meeting.

Additionally, in response to several questions submitted by prospective bidders, we offer the following (Questions are restated herein and responses are provided in **bold text**):

1. Will the City provide a stockpile area for excavated materials? ***No, excavated material is not to be stockpiled within the project limits. See Specification Section 02003 "Handling of Contaminated Materials", Part 2 – Products 2.03A Temporary Storage Areas which states "temporary storage areas, if required for the contractors operations, shall be secured by the Contractor outside limits of this project.***
2. What are the testing requirements for the excavated material to be removed from the site? ***The soil samples for waste clasification can be collected in-situ throughout the project area. Once collected, the discrete sample(s) extracted should be composited and prepared for lab analysis in accordance with the NJDEP Field Sampling Procedures Manual. The sample frequency, sample type (composite vs. discrete) and specific analytical parameters must be performed in accordance with the requirements of the perspective disposal facilities, these requirements may vary between facilities. The analysis needs to be performed by an NJ certified laboratory.***
3. In the bump out areas, if there is an existing junction box or new junction box to be installed, is only PSE&G allowed to handle the junction boxes or can the contractor relocate the existing and/or install the new boxes? ***PSE&G's Procedures for Resetting or Replacing of Manhole Frames and Covers are included within the Specifications.***
4. If the junction boxes are required to be raised, who will raise them? PSEG? Contractor? This can potentially result in downtime waiting for PSE&G. ***PSE&G's Procedures for Resetting or Replacing of Manhole Frames and Covers are included within the Specifications.***
5. Can work on both sides of the street be in progress simultaneously? ***Yes, provided the requirements of the Maintenance and Protection of Traffic Plan are satisfied which include providing continuous two-way traffic on Washington Street consisting of 12 foot wide travel lanes.***
6. In the case of potential back pitch in the bump out areas, is the design for the water to drain towards the side street? ***Each bumpout area has been graded differently, as shown on the construction plans the bumpout may be graded to direct stormwater to the side streets.***

7. Please provide a detail, spec, and/or description of the proposed communication handholes as shown on the Micro-grid drawing MGL-2 "PART PLAN" detail, for both the precast concrete box as well as the casting. ***Provide NJDOT standard junction boxes such as that shown on NJDOT Standard Electrical Details Drawing Sheet L-0607. Boxes may be cast in place or precast.***
8. On that same sheet, MGL-2 and others, there is a note that mentions "PROVIDE NEW FOUNDATION PER PSE&G STANDARDS…", are we to include this work and if so, under what item will we be compensated? ***This work is to be paid for under item #23 "Pole Base Foundation (if & where directed)" within Proposal C.***

B. ADDENDUM TO BID DOCUMENTS

THE FOLLOWING IS MODIFIED:

1. Attached Sheets CSD-4 and CSD-5 numbered 171 and 172, respectively, prepared by Peter F. Bondar P.E. dated June 30, 2016 and last revised August 4, 2016 shall supersede and replace Sheets CSD-4 and CSD-5 numbered 171 and 172, respectively, prepared by Peter F. Bondar P.E. dated June 30, 2016 which were included in the original bid package. The plans have been revised to include a 40 Mil PVC Bottom Liner to be installed along the bottom of each rain garden as needed during construction as directed by the Engineer. The cost shall be included in the various rain garden bid items.

2. Attached Memorandum entitled "Implementation of American Iron and Steel Provisions of P.L. 113-76, Consolidated Appropriations Act, 2014" from the United States Environmental Protection Agency dated March 20, 2014 and consisting of twenty (20) pages is hereby included as Appendix D.

3. THE **NJ PREVAILING WAGE RATES HAVE BEEN UPDATED** ON THE DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT WEBSITE AND THEREFORE, THE NEWLY PUBLISHED WAGE RATES SHALL BE USED FOR THE PROJECT. REVISED WAGE RATES ARE ATTACHED HEREIN (Prevailing Wage Rate Determination dated 8/9/2016 consisting of 68 pages and Statewide Rates dated 3/9/2016 consisting of 52 pages).

4. THE **FEDERAL WAGE RATES HAVE BEEN UPDATED** ON THE DEPARTMENT OF LABOR WEBSITE AND THEREFORE, THE NEWLY PUBLISHED WAGE RATES SHALL BE USED FOR THE PROJECT. REVISED WAGE RATES ARE ATTACHED HEREIN (Prevailing Wage Rate Determination dated 8/5/16 consisting of 23 pages).

END OF ADDENDUM NO. 1

YOUR GOALS. OUR MISSION.

HOBK-00090

Meeting Minutes Memorandum

DATE: August 4, 2016

TO: Prospective Bidders

FROM: Peter Bondar PE, T&M Associates

ATTACHMENT: Agenda, Sign in Sheet

SUBJECT: Pre-Bid Review Meeting for Washington Street Redesign Project

The following are meeting minutes for the Washington Street Redesign Pre-Bid Site Visit Meeting held on August 4, 2016. See attendance sign-in sheet with all attendees.

Scope of Work – Peter Bondar, T&M

The writer opened the meeting welcoming all attendees and provided an overview of the project and scope of work.

The project limits include the entire length of Washington Street, from Observer Highway to Fifteenth Street.

The project will include full length 12" water main replacement from Observer to Fourteenth as well as upgrading three sections of 6" water main to an 8" main.

The project will also include 24 fire hydrant replacements, as well as the installation of 7 new hydrants throughout the project limits.

The project is separated into three proposals but will be awarded as one contract.

Proposal C

- Includes 15 rain gardens which typically include an inlet, soil medium, water storage, piping, and an outlet.
- 12" DIP to connect rain gardens to existing manholes located at intersections.
- Also includes curb bumpouts at the intersections.

Microgrid System – Alternates B-E

- Includes two 6" and one 4" conduits to be installed as well as manholes and hand holes to allow for future microgrid installation.
- No wire will be pulled as part of this project, just the installation of conduit.

Project will include soil sampling, classifying, and removal of all necessary soils excavated during construction.

Full upgrade of 15 traffic signals throughout the project limits.

Project will include milling & overlay throughout the entire project as well as full-depth pavement reconstruction at the intersections and other locations as specified by the Engineer.

Bike lane to be striped downtown from Observer to Eighth Street as well as a shared bike lane uptown from Eighth Street to Fourteenth Street. Back-in parking spaces to be striped throughout the project as well.

Full ADA ramps and curb improvements at intersections throughout entirety of project.

The project is a Linear Construction Project and subject to NJDEP Requirements and there will be an LSRP to oversee the project.

One traffic signal must be activated within the first 5 months of the project, with an additional traffic signal activated every 3 weeks following.

A full survey has been done along with ground penetrating radar and all available utility information has been compiled from the Utility Companies to minimize the number of possible conflicts.

The project includes a large amount of test pits. No materials may be ordered before test pitting is completed.

The City of Hoboken will allow 3 work zones during construction with a minimum of two intersections between each work zone.

Contractor must maintain 12 foot travel lanes and 2-way traffic.

Mobilizing and staging allowed on street within the work zone during the week and weekends EXCEPT during the weekends from November 22, 2016 to January 15, 2017.

Water Main Scope of Work – Rose Santos, T&M

Two main components of the project are the water main replacement and drainage improvements.

The City of Hoboken is requesting 2 EIT loans.

State and prevailing wage rates to apply (the higher of the two).

10% SED Goal, not required but encouraged. Contractor must show attempts to higher minority/woman owned/operated businesses.

- Only applicable to Proposal B & C

All requirements are outlined in detail within the Special Provisions of the Specs and will be addressed in additional detail with the successful bidder.

The August 15th addenda to include DEP adjustment to the rain gardens to include a liner.

The existing 12", 7400 LF water main to remain in place during construction to allow for water service to operate uninterrupted. The new water main line will be put in place closer to the centerline of the roadway.

The project will include 31 new hydrants and many of the water services have been recently upgraded to all copper and do not require an upgrade to a corporation stop.

Existing lead services are currently maintained by Suez.

Contractors are strongly urged to read the Special Provisions in its entirety and to look at the water main plans.

Contractor does not need to be a certified Suez contractor, but will need a certain level of experience as outlined in the Specs.

Contractor inquired about temporary stockpiling of soils during construction.

- LSRP to determine what constitutes a representative sample.
- All questions to be clarified and addressed by LSRP agent

Traffic Signaling Scope of Work – Bruce Klein, T&M

All signals throughout project limits to be replaced except signal at Observer intersection.

Four portable traffic signals to be *purchased* by contractor and used during construction.

- Portable signals to be turned over to the City of Hoboken after construction.
- Must be kept in good working condition, to be inspected after construction and repaired/replaced by contractor if need be.

Signaling to include underground wiring, conduits, junction boxes, and foundations.

Underground utilities at intersections must be coordinated with ADA ramps and signal poles.

Fourteenth Street is a county signal.

All necessary information to be provided to low-bid contractor at pre-construction meeting.

All traffic signals and poles to be black powder-coated. One steel pole, the rest will be aluminum.

General Project Comments

Peter Bondar, T&M

All construction between Observer and Eighth Street must be completed within 365 days and the whole project must be completed within 550 days.

Rose Santos, T&M

Two maintenance bonds required (General Construction & Environmental)

Bruce Klein, T&M

All signals will have battery backups and generator connections.

Answers to Contractor Questions

The City of Hoboken will be responsible for general landscaping maintenance.

- Will be reviewed on a case by case basis.
- Two year bond applies to everything.

Saturday work hours will be from 9am-3pm, cleanup 3pm-4pm, and will be considered normal working days.

November 22, 2016 to January 15, 2017, construction will be allowed on the weekends, however; no weekend stockpiling or storage allowed during this time period.

Normal weekday working hours, Monday-Friday 7am-7pm, 7pm-8pm cleanup, setup 6:30am to 7am.

Gas service relocation to be done by PSE&G.

- New high pressure gas line already put in place within the past year.

Peter Bondar, T&M

Hoboken Police traffic control item in estimate.

- Account to be setup with Hoboken police, minimum $30,000 at all times in escrow account with police.

Must maintain access to all business entrances during construction.

John Morgan, City of Hoboken

Hoboken will put up all No Parking signs at no additional cost.
Traffic plan to be submitted 1 or 3 days prior, depending on area of construction.

Contractor must provide available space for garbage disposal at curb for property owners, coordinate with parking authority.

Peter Bondar, T&M

Engineer's field office to be provided within one block of Washington Street.

Pest Control to be provided during construction, would be a sub-contractor and lump sum price.

Notice to Proceed expected to be issued around October 1st.

Contract extension to be provided as needed for extreme winter conditions.

There will be no additional payment for necessary asphalt changes.

CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY

WASHINGTON STREET REDESIGN
PRE-BID SITE VISIT AGENDA

THURSDAY, AUGUST 4, 2016 @ 10:00 A.M.

A. Scope of Work

- The project generally consists of construction of various roadway improvements on Washington Street between Observer Highway and 15th Street including the replacement of 15 new traffic signals; installation of new conduit for an electrical microgrid; replacement of sidewalk; roadway paving; and traffic striping.

- Other improvements to be funded under the New Jersey Environmental Infrastructure Financing Program (NJEIFP) include the replacement of 12" and 8" water mains, hydrants and approximately 530 water service connections, as well as, construction of up to 15 rain garden structures and various drainage improvements.

B. Bid Schedule

- Addenda, if any, to be issued by close of business on Monday, August 15, 2016. Questions should be submitted in writing by close of business on Monday, August 8, 2016. It is preferred that questions be submitted via email to pbondar@tandmassociates.com in word format.

- Bids to be received and opened on Wednesday, August 24, 2016 at 1:00 PM at the Office of the City Clerk, City Hall, 94 Washington Street, Hoboken, NJ.

- Anticipated award to occur at the September 7, 2016 City Council Meeting.

C. Project Requirements

- A portion of the project (water main and green infrastructure/drainage) is funded under the New Jersey Environmental Infrastructure Financing Program.

- New Jersey Prevailing and Davis Bacon Wage Rates apply (the higher of the two). Refer to Special Provisions section of the specification for additional information.

- Proposal Bid Package

D. **Miscelianeous**

- Questions
- Site Inspection

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APPENDIX D

AMERICAN IRON AND STEEL PROVISIONS

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

MAR 20 2014

OFFICE OF WATER

MEMORANDUM

SUBJECT: Implementation of American Iron and Steel provisions of P.L. 113-76, Consolidated Appropriations Act, 2014

FROM: Andrew D. Sawyers, Director
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Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors
Regions I - X

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel (AIS)" requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Federal Fiscal Year 2014.

Section 436 also sets forth certain circumstances under which EPA may waive the AIS requirement. Furthermore, the Act specifically exempts projects where engineering plans and specifications were approved by a State agency prior to January 17, 2014.

The approach described below explains how EPA will implement the AIS requirement. The first section is in the form of questions and answers that address the types of projects that must comply with the AIS requirement, the types of products covered by the AIS requirement, and compliance. The second section is a step-by-step process for requesting waivers and the circumstances under which waivers may be granted.

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Implementation

The Act states:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term ''iron and steel products'' means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the ''Administrator'') finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out

the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

The following questions and answers provide guidance for implementing and complying with the AIS requirements:

Project Coverage

1) What classes of projects are covered by the AIS requirement?

All treatment works projects funded by a CWSRF assistance agreement, and all public water system projects funded by a DWSRF assistance agreement, from the date of enactment through the end of Federal Fiscal Year 2014, are covered. The AIS requirements apply to the entirety of the project, no matter when construction begins or ends. Additionally, the AIS requirements apply to all parts of the project, no matter the source of funding.

2) Does the AIS requirement apply to nonpoint source projects or national estuary projects?

No. Congress did not include an AIS requirement for nonpoint source and national estuary projects unless the project can also be classified as a 'treatment works' as defined by section 212 of the Clean Water Act.

3) Are any projects for the construction, alteration, maintenance, or repair of a public water system or treatment works excluded from the AIS requirement?

Any project, whether a treatment works project or a public water system project, for which engineering plans and specifications were approved by the responsible state agency prior to January 17, 2014, is excluded from the AIS requirements.

4) What if the project does not have approved engineering plans and specifications but has signed an assistance agreement with a CWSRF or DWSRF program prior to January 17, 2014?

The AIS requirements do not apply to any project for which an assistance agreement was signed prior to January 17, 2014.

5) **What if the project does not have approved engineering plans and specifications, but bids were advertised prior to January 17, 2014 and an assistance agreement was signed after January 17, 2014?**

If the project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the approval date for purposes of the exemption in section 436(f).

6) **What if the assistance agreement that was signed prior to January 17, 2014, only funded a part of the overall project, where the remainder of the project will be funded later with another SRF loan?**

If the original assistance agreement funded any construction of the project, the date of the original assistance agreement counts for purposes of the exemption. If the original assistance agreement was only for planning and design, the date of that assistance agreement will count for purposes of the exemption only if there is a written commitment or expectation on the part of the assistance recipient to fund the remainder of the project with SRF funds.

7) **What if the assistance agreement that was signed prior to January 17, 2014, funded the first phase of a multi-phase project, where the remaining phases will be funded by SRF assistance in the future?**

In such a case, the phases of the project will be considered a single project if all construction necessary to complete the building or work, regardless of the number of contracts or assistance agreements involved, are closely related in purpose, time and place. However, there are many situations in which major construction activities are clearly undertaken in phases that are distinct in purpose, time, or place. In the case of distinct phases, projects with engineering plans and specifications approval or assistance agreements signed prior to January 17, 2014 would be excluded from AIS requirements while those approved/signed on January 17, 2014, or later would be covered by the AIS requirements.

8) **What if a project has split funding from a non-SRF source?**

Many States intend to fund projects with "split" funding, from the SRF program and from State or other programs. Based on the Act language in section 436, which requires that American iron and steel products be used in any project for the construction, alteration, maintenance, or repair of a public water system or treatment works receiving SRF funding between and including January 17, 2014 and September 30, 2014, any project that is funded in whole or in part with such funds must comply with the AIS requirement. A "project" consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all contracts and assistance agreements awarded are closely related in purpose, time and place. This precludes the intentional splitting of SRF projects into separate and smaller contracts or assistance agreements to avoid AIS coverage on some portion of a larger

project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreement for SRF and State or other funding would carry separate requirements.

9) What about refinancing?

If a project began construction, financed from a non-SRF source, prior to January 17, 2014, but is refinanced through an SRF assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, AIS requirements will apply to all construction that occurs on or after January 17, 2014, through completion of construction, unless, as is likely, engineering plans and specifications were approved by a responsible state agency prior to January 17, 2014. There is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to January 17, 2014.

10) Do the AIS requirements apply to any other EPA programs, besides the SRF program, such as the Tribal Set-aside grants or grants to the Territories and DC?

No, the AIS requirement only applies to funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12)

Covered Iron and Steel Products

11) What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

Lined or unlined pipes or fittings;
Manhole Covers;
Municipal Castings (defined in more detail below);
Hydrants;
Tanks;
Flanges;
Pipe clamps and restraints;
Valves;
Structural steel (defined in more detail below);
Reinforced precast concrete; and
Construction materials (defined in more detail below).

12) What does the term 'primarily iron or steel' mean?

'Primarily iron or steel' places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

13) Can you provide an example of how to perform a cost determination?

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem, coupling, valve, seals, etc). However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

15) What is the definition of steel?

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

16) What does 'produced in the United States' mean?

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the

material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

17) Are the raw materials used in the production of iron or steel required to come from US sources?

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

19) What is the definition of 'municipal castings'?

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

Access Hatches;
Ballast Screen;
Benches (Iron or Steel);
Bollards;
Cast Bases;
Cast Iron Hinged Hatches, Square and Rectangular;
Cast Iron Riser Rings;
Catch Basin Inlet;
Cleanout/Monument Boxes;
Construction Covers and Frames;
Curb and Corner Guards;
Curb Openings;
Detectable Warning Plates;
Downspout Shoes (Boot, Inlet);
Drainage Grates, Frames and Curb Inlets;
Inlets;
Junction Boxes;
Lampposts;
Manhole Covers, Rings and Frames, Risers;

Meter Boxes;
Service Boxes;
Steel Hinged Hatches, Square and Rectangular;
Steel Riser Rings;
Trash receptacles;
Tree Grates;
Tree Guards;
Trench Grates; and
Valve Boxes, Covers and Risers.

20) What is 'structural steel'?

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

21) What is a 'construction material' for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

22) What is not considered a 'construction material' for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and

data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

Compliance

25) How should an assistance recipient document compliance with the AIS requirement?

In order to ensure compliance with the AIS requirement, specific AIS contract language must be included in each contract, starting with the assistance agreement, all the way down to the purchase agreements. Sample language for assistance agreements and contracts can be found in Appendix 3 and 4.

EPA recommends the use of a step certification process, similar to one used by the Federal Highway Administration. The step certification process is a method to ensure that producers adhere to the AIS requirement and assistance recipients can verify that products comply with the AIS requirement. The process also establishes accountability and better enables States to take enforcement actions against violators.

Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer,

processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple. Typically, it includes the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Attached, as Appendix 5, are sample certifications. These certifications should be collected and maintained by assistance recipients.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information. Step certification is the best practice.

26) How should a State ensure assistance recipients are complying with the AIS requirement?

In order to ensure compliance with the AIS requirement, States SRF programs must include specific AIS contract language in the assistance agreement. Sample language for assistance agreements can be found in Appendix 3.

States should also, as a best practice, conduct site visits of projects during construction and review documentation demonstrating proof of compliance which the assistance recipient has gathered.

27) What happens if a State or EPA finds a non-compliant iron and/or steel product permanently incorporated in the project?

If a potentially non-compliant product is identified, the State should notify the assistance recipient of the apparent unauthorized use of the non-domestic component, including a proposed corrective action, and should be given the opportunity to reply. If unauthorized use is confirmed, the State can take one or more of the following actions: request a waiver where appropriate; require the removal of the non-domestic item; or withhold payment for all or part of the project. Only EPA can issue waivers to authorize the use of a non-domestic item. EPA may use remedies available to it under the Clean Water Act, the Safe Drinking Water Act, and 40 CFR part 31 grant regulations, in the event of a violation of a grant term and condition.

It is recommended that the State work collaboratively with EPA to determine the appropriate corrective action, especially in cases where the State is the one who identifies the item in noncompliance or there is a disagreement with the assistance recipient.

If fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-

888-546-8740 or OIG_Hotline@epa.gov. More information can be found at this website: http://www.epa.gov/oig/hotline.htm.

28) How do international trade agreements affect the implementation of the AIS requirements?

The AIS provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to such agreements. In general, SRF assistance recipients are not signatories to such agreements, so these agreements have no impact on this AIS provision. In the few instances where such an agreement applies to a municipality, that municipality is under the obligation to determine its applicability and requirements and document the actions taken to comply for the State.

Waiver Process

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow States, on behalf of the assistance recipients, to apply for waivers of the AIS requirement directly to EPA Headquarters. Only waiver requests received from states will be considered. Pursuant to the Act, EPA has the responsibility to make findings as to the issuance of waivers to the AIS requirements.

Definitions

The following terms are critical to the interpretation and implementation of the AIS requirements and apply to the process described in this memorandum:

Reasonably Available Quantity: The quantity of iron or steel products is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

Satisfactory Quality: The quality of iron or steel products, as specified in the project plans and designs.

Assistance Recipient: A borrower or grantee that receives funding from a State CWSRF or DWSRF program.

Step-By-Step Waiver Process

Application by Assistance Recipient

Each local entity that receives SRF water infrastructure financial assistance is required by section 436 of the Act to use American made iron and steel products in the construction of its project. However, the recipient may request a waiver. Until a waiver is granted by EPA, the AIS requirement stands, except as noted above with respect to municipalities covered by international agreements.

The waiver process begins with the SRF assistance recipient. In order to fulfill the AIS requirement, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American made iron and steel products. It is essential that the assistance recipient include the AIS terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 3 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:

1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Proper and sufficient documentation must be provided by the assistance recipient. A checklist detailing the types of information required for a waiver to be processed is attached as Appendix 1.

Additionally, it is strongly encouraged that assistance recipients hold pre-bid conferences with potential bidders. A pre-bid conference can help to identify iron and steel products needed to complete the project as described in the plans and specifications that may not be available from domestic sources. It may also identify the need to seek a waiver prior to bid, and can help inform the recipient on compliance options.

In order to apply for a project waiver, the assistance recipient should email the request in the form of a Word document (.doc) to the State SRF program. It is strongly recommended that the State designate a single person for all AIS communications. The State SRF designee will review the application for the waiver and determine whether the necessary information has been included. Once the waiver application is complete, the State designee will forward the application to either of two email addresses. For CWSRF waiver requests, please send the application to: cwsrfwaiver@epa.gov. For DWSRF waiver requests, please send the application to: dwsrfwaiver@epa.gov.

Evaluation by EPA

After receiving an application for waiver of the AIS requirements, EPA Headquarters will publish the request on its website for 15 days and receive informal comment. EPA Headquarters will then use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the State designee that a waiver request has been approved or denied as soon as such a decision has been made. Granting such a waiver is a three-step process:

1. Posting – After receiving an application for a waiver, EPA is required to publish the application and all material submitted with the application on EPA's website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: http://water.epa.gov/grants_funding/aisrequirement.cfm

2. Evaluation – After receiving an application for waiver of the AIS requirements, EPA Headquarters will use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program, and post the signed waiver on our website. The assistance recipient should keep a copy of the signed waiver in its project files.

Public Interest Waivers

EPA has the authority to issue public interest waivers. Evaluation of a public interest waiver request may be more complicated than that of other waiver requests so they may take more time than other waiver requests for a decision to be made. An example of a public interest waiver that might be issued could be for a community that has standardized on a particular type or manufacturer of a valve because of its performance to meet their specifications. Switching to an alternative valve may require staff to be trained on the new equipment and additional spare parts would need to be purchased and stocked, existing valves may need to be unnecessarily replaced, and portions of the system may need to be redesigned. Therefore, requiring the community to install an alternative valve would be inconsistent with public interest.

EPA also has the authority to issue a public interest waiver that covers categories of products that might apply to all projects.

EPA reserves the right to issue national waivers that may apply to particular classes of assistance recipients, particular classes of projects, or particular categories of iron or steel products. EPA may develop national or (US geographic) regional categorical waivers through the identification of similar circumstances in the detailed justifications presented to EPA in a waiver request or requests. EPA may issue a national waiver based on policy decisions regarding the public's interest or a determination that a particular item is not produced domestically in reasonably available quantities or of a sufficient quality. In such cases, EPA may determine it is necessary to issue a national waiver.

If you have any questions concerning the contents of this memorandum, you may contact us, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at dorfman.jordan@epa.gov or (202) 564-0614 or Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Attachments

Appendix 1: Information Checklist for Waiver Request

The purpose of this checklist is to help ensure that all appropriate and necessary information is submitted to EPA. EPA recommends t carefully and provide all appropriate information to EPA. This checklist is for informational purposes only and does not need to be in

Items
General
• Waiver request includes the following information: — Description of the foreign and domestic construction materials — Unit of measure — Quantity — Price — Time of delivery or availability — Location of the construction project — Name and address of the proposed supplier — A detailed justification for the use of foreign construction materials • Waiver request was submitted according to the instructions in the memorandum • Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor
Cost Waiver Requests
• Waiver request includes the following information: — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products — Relevant excerpts from the bid documents used by the contractors to complete the comparison — Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of t process for identifying suppliers and a list of contacted suppliers
Availability Waiver Requests
• Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality the materials for which the waiver is requested: — Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delive date for construction materials — Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers. — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of constructi materials • Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought • Has the State received other waiver requests for the materials described in this waiver request, for comparable projects?

Appendix 2: HQ Review Checklist for Waiver Request

Instructions: To be completed by EPA. Review all waiver requests using the questions in the checklist, and mark the appropriate box a
that fall inside the shaded boxes may be grounds for denying the waiver. If none of your review markings fall into a shaded box, the w
if it indicates that one or more of the following conditions applies to the domestic product for which the waiver is sought:

1. The iron and/or steel products are not produced in the United States in sufficient and reasonably available quantities and of a sa
2. The inclusion of iron and/or steel products produced in the United States will increase the cost of the overall project by more th

Review Items	Yes	N
Cost Waiver Requests		
• Does the waiver request include the following information? — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products — Relevant excerpts from the bid documents used by the contractors to complete the comparison — A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market		
• Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%?		
Availability Waiver Requests		
• Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the iron and/or steel product for which the waiver is requested? — Supplier information or other documentation indicating availability/delivery date for materials — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials		
• Does supporting documentation provide sufficient evidence that the contractors made a reasonable effort to locate domestic suppliers of materials, such as a description of the process for identifying suppliers and a list of contacted suppliers?		
• Based on the materials delivery/availability date indicated in the supporting documentation, will the materials be unavailable when they are needed according to the project schedule? (By item, list schedule date and domestic delivery quote date or other relevant information)		
• Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested? Examples include: — Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State — Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States — Correspondence with construction trade associations indicating the non-availability of the materials		
• Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the project plans, specifications, and/or permits?		

Appendix 3: Example Loan Agreement Language

ALL ASSISTANCE AGREEMENT MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN SRF ASSISTANCE AGREEMENTS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE LAW:

Comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project.

Comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

Appendix 4: Sample Construction Contract Language

ALL CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS IN PROJECTS THAT USE SRF FUNDS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the City of _ ("Purchaser") and the _ (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

The following specific bid items and/or project components are subject to the American Iron and Steel requirements: <listing of items>.

Appendix 5: Sample Certifications

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

EXCEPTIONS and ADDENDUM TO SPECIFICATIONS
BID NUMBER: 16 - 09
WASHINGTON STREET REDESIGN

COMPANY NAME Underground Utilities Corp.

Addendum:

1. Addendum #1 8/15/2016

Exceptions: None

CERTIFICATION BY BIDDER
REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Underground Utilities Corp. — 16-09
Name of Prime Contractor — Project Number

INSTRUCTIONS

This Certification is required pursuant Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-25). Any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filled all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instructions, such contractor shall be required to submit a compliance report.

CONTRACTOR CERTIFICATION

Contractor's Name: Underground Utilities Corp.

Address: 711 Commerce Road, Linden, NJ 07036

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes X No ____

2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes X No ____

   If YES, state what reports were filed and with what agency: AA-202 New Jersey Dept Workforce Development

3. Bidder has filed all compliance reports due under applicable instructions, including EEO-1. Yes X No ____

   If answer to Item 3 is NO, please explain in detail on reverse side of this certification.

Certification – The information above is true and complete to be best of my knowledge and belief. A willfully false statement is punishable by law. (U.S. Code, Title 18, Section 1001)

Jose Gomes - President
NAME AND TITLE OF SIGNER – Please Type

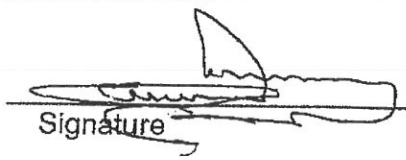
SIGNATURE — August 24, 2016 DATE

U.S. ENVIRONMENTAL PROTECTION AGENCY

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontractors exceeding $10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for this employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the bases of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that we will retain such certifications in his files.



Signature

August 24, 2016
Date

Jose Gomez - President
Name and Title of Signer (Please Type)

NOTE: The penalty for making false statements in offers is prescribed in 18 U. S. C. 1001.

STATE TREASURER'S LIST OF DEBARRED, SUSPENDED AND DISQUALIFIED BIDDERS

The Contractor shall submit with his bid a sworn statement, as set forth herein signed by an officer or partner of the Contractor, indicating whether or not the Contractor is at the time of the bid, included on the State Treasurer's List of Debarred, Suspended, or Disqualified Bidders. The Contractor will immediately notify the Owner whenever it appears that a Contractor is on the State Treasurer's List. The Contractor may be debarred, suspended, or disqualified from contracting with the State of New Jersey and NJDEP if the Contractor commits any of the acts listed in N.J.A.C. 7:1D-2.2.

STATE OF NEW JERSEY

COUNTY OF Union ss

I, Jose Gomes of the City of Linden
In the County of Union and the State of New Jersey
Being duly sown according to law on my oath depose and say that:
I am President, an office of the firm of Underground Utilities Corp. the bidder making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so that said bidder at the time of making of this bid, is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidder; and that all statements contained in said Proposal and in the affidavit are true and correct, and made with the full knowledge that the Owner as Local Unit relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at anytime prior to, and during the life of this Contract, including the Guarantee Period, that the City of Hoboken (Loan Applicant) shall be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor, pursuant to N.J.A.C. 7:1D-2.2 commits any of the acts listed therein, and as determined according to applicable law and regulation.

Underground Utilities Corp. - 711 Commerce Rd, Linden, NJ 07036
(Insert Name and Address of Contractor)

(Insert Name and Title of Affiant) President

Subscribed and sworn
before me this, 24th day
of August 2016

Notary Public of:
My commission expires:

ANA S. FERNANDES
NOTARY PUBLIC OF NEW JERSEY
ID # 2436272
My Commission Expires 7/16/2018

STATEMENT OF ACKNOWLEDGEMENT

OF IMPLEMENTATION OF THE AMERICAN IRON AND STEEL PROVISIONS OF

P.L. 113-76, CONSOLIDATED APPROPRIATIONS ACT, 2014

The Contractor acknowledges to and for the benefit of the Purchaser ("Purchaser") and the State (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund and such law contains provisions commonly known as "American Iron and Steel;" (P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), section 436) that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State. The following specific bid items and/or project components are subject to the American Iron and Steel requirements:

Lined or unlined pipes or fittings; Manhole Covers; Municipal Castings; Hydrants; Tanks; Flanges; Pipe clamps and restraints; Valves; Structural steel (Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater); Reinforced precast concrete; and Construction materials (Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems).

Municipal Castings:
Access Hatches; Ballast Screen; Benches (Iron or Steel); Bollards; Cast Bases; Cast Iron Hinged Hatches, Square and Rectangular Cast Iron Riser Rings; Catch Basin Inlet; Cleanout/Monument Boxes; Construction Covers and Frames; Curb and Corner Guards; Curb Openings; Detectable Warning Plates; Downspout Shoes (Boot, Inlet); Drainage Grates, Frames and Curb Inlets; Inlets; Junction Boxes; Lampposts; Manhole Covers, Rings and Frames, Risers; Meter Boxes; Service Boxes; Steel Hinged Hatches, Square and Rectangular; Steel Riser Rings; Trash receptacles; Tree Grates; Tree Guards; Trench Grates; and Valve Boxes, Covers and Risers.

Signature

August 24 2016
Date

Jose Gomez - President
Name and Title of Signer (Please Type)

TRUE COPY OF A RESOLUTION ADOPTED BY
E COUNCIL OF THE CITY OF HOBOKEN, N.J.
A MEETING HELD ON:
OCT 19 2016

James J. Farina
CITY CLERK

A6

INTRODUCED BY:
SECONDED BY:

CITY OF HOBOKEN

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF HOBOKEN, IN THE COUNTY OF HUDSON, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS "NOTE RELATING TO THE CONSTRUCTION FINANCING TRUST LOAN PROGRAM OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST", TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO $31,402,264, AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE CITY OF HOBOKEN IN FAVOR OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST, ALL PURSUANT TO THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST CONSTRUCTION FINANCING TRUST LOAN PROGRAM.

WHEREAS, the City of Hoboken (the "Local Unit"), in the County of Hudson, New Jersey, has determined that there exists a need within the Local Unit to acquire certain real property in and for the City, designated on the Official Tax Map of the City as Block 103, Lots 7-26 and Block 107, Lot 1, as part of the Local Unit's open space preservation program and construct thereon a new public park (commonly referred to as "Northwest Resiliency Park (BASF)") and as part of the construction thereof, the installation and construction of a new stormwater management and flood control system thereon and thereunder (collectively, the "Project"), and it is the desire of the Local Unit to obtain financing for such Project through participation in the financing program (the "Environmental Infrastructure Financing Program") of the New Jersey Environmental Infrastructure Trust (the "Trust");

WHEREAS, the Local Unit has determined to temporarily finance the Project prior to the closing with respect to the Environmental Infrastructure Financing Program, and to undertake such temporary financing with the proceeds of a short-term loan to be made by the Trust (the "Construction Loan") to the Local Unit, pursuant to the Construction Financing Trust Loan Program of the Trust (the "Construction Financing Program");

WHEREAS, in order to (i) evidence and secure the repayment obligation of the Local Unit to the Trust with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Program, it is the desire of the Local Unit to issue and sell to the Trust the "Note Relating to the Construction Financing Trust Loan Program of the New Jersey Environmental Infrastructure Trust" in an aggregate principal amount of up to $31,402,264 (the "Note");

WHEREAS, it is the desire of the Local Unit to authorize, execute, attest and deliver the

Note to the Trust pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the "Local Bond Law"), and other applicable law; and

WHEREAS, Section 28 of the Local Bond Law allows for the sale of the Note to the Trust without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the Note to the Trust without any public offering, all under the terms and conditions set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Local Unit as follows:

Section 1. In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Local Unit hereby authorizes the issuance, sale and award the Note in accordance with the provisions hereof. The obligation represented by the Note has been appropriated and authorized by bond ordinances Z-370 and Z-441 of the Local Unit, which bond ordinances are entitled "BOND ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY FOR OPEN SPACE PRESERVATION, THE CONSTRUCTION OF NORTHWEST RESILIENCY PARK (BASF) AND SOUTHWEST RESILIENCY PARK (BLOCK 12) AND THE CONSTRUCTION OF STORMWATER MANAGEMENT AND FLOOD CONTROL SYSTEMS AT EACH SUCH PARK, IN AND FOR THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF $16,742,414 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO $16,742,414; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING" and "BOND ORDINANCE AUTHORIZING SUPPLEMENTAL FUNDING FOR THE ACQUISITION OF CERTAIN REAL PROPERTY FOR OPEN SPACE PRESERVATION, THE CONSTRUCTION OF NORTHWEST RESILIENCY PARK (BASF) AND THE CONSTRUCTION OF STORMWATER MANAGEMENT AND FLOOD CONTROL SYSTEMS THEREON, IN AND FOR THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF $19,500,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO $19,500,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING" and were finally adopted by the Local Unit at meetings duly called and held on September 16, 2015 and October 19, 2016, respectively, at which time a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

Section 2. The Chief Financial Officer of the Local Unit (the "Chief Financial Officer") is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions hereof, (i) the final principal amount of the Note (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date of the Note.

Section 3. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note by the

Note to the Trust pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the "Local Bond Law"), and other applicable law; and

WHEREAS, Section 28 of the Local Bond Law allows for the sale of the Note to the Trust without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the Note to the Trust without any public offering, all under the terms and conditions set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Local Unit as follows:

Section 1. In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Local Unit hereby authorizes the issuance, sale and award the Note in accordance with the provisions hereof. The obligation represented by the Note has been appropriated and authorized by bond ordinances Z-370 and Z-441 of the Local Unit, which bond ordinances are entitled "BOND ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY FOR OPEN SPACE PRESERVATION, THE CONSTRUCTION OF NORTHWEST RESILIENCY PARK (BASF) AND SOUTHWEST RESILIENCY PARK (BLOCK 12) AND THE CONSTRUCTION OF STORMWATER MANAGEMENT AND FLOOD CONTROL SYSTEMS AT EACH SUCH PARK, IN AND FOR THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF $16,742,414 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO $16,742,414; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING" and "BOND ORDINANCE AUTHORIZING SUPPLEMENTAL FUNDING FOR THE ACQUISITION OF CERTAIN REAL PROPERTY FOR OPEN SPACE PRESERVATION, THE CONSTRUCTION OF NORTHWEST RESILIENCY PARK (BASF) AND THE CONSTRUCTION OF STORMWATER MANAGEMENT AND FLOOD CONTROL SYSTEMS THEREON, IN AND FOR THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF $19,500,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO $19,500,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING" and were finally adopted by the Local Unit at meetings duly called and held on September 16, 2015 and October 19, 2016, respectively, at which time a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

Section 2. The Chief Financial Officer of the Local Unit (the "Chief Financial Officer") is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions hereof, (i) the final principal amount of the Note (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date of the Note.

Section 3. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note by the

parties authorized pursuant to Section 4(h) hereof.

Section 4. The Local Unit hereby determines that certain terms of the Note shall be as follows:

(a) the principal amount of the Note to be issued shall be an amount up to $31,402,264;
(b) the maturity of the Note shall be determined by the Trust;
(c) the interest rate of the Note shall be determined by the Trust;
(d) the purchase price for the Note shall be par;
(e) the Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Note;
(f) the Note shall be issued in a single denomination and shall be numbered "CFP-2016-__";
(g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
(h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

Section 5. The Note shall be substantially in the form attached hereto as Exhibit A.

Section 6. The law firm of Parker McCay P.A., Mount Laurel, New Jersey, bond counsel to the Local Unit, is hereby authorized to arrange for the printing of the Note, which law firm may authorize McCarter & English, LLP, bond counsel to the Trust for the Construction Financing Program, to arrange for same.

Section 7. The Mayor, Director of Finance, Chief Financial Officer and Clerk of the Local Unit (collectively, the "Authorized Officers") are hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers or the Secretary of the Local Unit, as applicable, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit and after further consultation with the Trust and its representatives, agents, counsel and advisors, to be executed in connection the issuance and sale of the Note and the participation of the Local Unit in the Construction Financing Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Note and the participation of the Local Unit in the Construction Financing Program.

Section 8. This resolution shall take effect immediately.

Section 9. Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to Parker McCay P.A., Mount Laurel, New Jersey, bond counsel to the Local Unit, David Zimmer, Executive Director of the Trust, and Richard T. Nolan, Esq.,

McCarter & English, LLP, bond counsel to the Trust.

EXHIBIT "A"

Meeting date: October 19, 2016

APPROVED:

STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

CITY OF HOBOKEN, NEW JERSEY
NOTE
RELATING TO:
THE CONSTRUCTION FINANCING TRUST LOAN PROGRAM
OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST

$_____ _____, 20__
CFP-__-__

FOR VALUE RECEIVED, the **CITY OF HOBOKEN, NEW JERSEY**, a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns ("Borrower"), hereby promises to pay to the order of the **NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST**, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) ("Trust"), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this "Note").

SECTION 1. Definitions. As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

"Act" means the "New Jersey Environmental Infrastructure Trust Act", constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at *N.J.S.A.* 58:11B-1 *et seq.*), as the same may from time to time be amended and supplemented.

"Administrative Fee" means a fee of up to four-tenths of one percent (.40%) of that portion of the Principal identified in clause (i) of the definition thereof (as set forth in this Section 1), or such lesser amount, if any, as the Trust may determine from time to time.

"Anticipated Financing Program" means the financing program of the Trust, pursuant to which the Trust will issue its Trust Bonds for the purpose of financing, on a long term basis, the Project and other projects of certain qualifying borrowers.

"Anticipated Long Term Loan" means the long term loan made by the Trust to the Borrower from the proceeds of its Trust Bonds, as part of the Anticipated Financing Program.

"Authorized Officer" means any person authorized by the Borrower or the Trust, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

"Code" means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

"Cost" means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as the same may be amended by subsequent eligible costs as evidenced by a certificate of an Authorized Officer of the Trust.

"Environmental Infrastructure Facilities" means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

"Environmental Infrastructure System" means the Environmental Infrastructure Facilities of the Borrower, including the Project, for which the Borrower is receiving the Loan.

"Event of Default" means any occurrence or event specified in Section 6 hereof.

"Fund Portion" means, on any date, an amount equal to seventy-five percent (75%) of the Principal of the Loan on such date, which Fund Portion is expected to be refinanced on the Maturity Date from proceeds of a loan to be made to the Borrower by the State, acting by and through the New Jersey Department of Environmental Protection.

"Interest" means the interest charged on the outstanding Principal of the Loan at a rate of (a) with respect to the Trust Portion of the Principal, _____%, and (b) with respect to the Fund Portion of the Principal, 0.00%, and payable by the Borrower to the Trust: (i) on the Maturity Date; or (ii) with respect to any optional prepayment or acceleration of the Loan, on the date of such optional prepayment or acceleration, as the case may be.

"Loan" means the loan of the Principal, made by the Trust to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced by this Note.

"Loan Disbursement Requisition" means the requisition, to be executed by an Authorized Officer of the Borrower and approved by the New Jersey Department of Environmental Protection, in a form to be determined by the Trust and the New Jersey Department of Environmental Protection.

"Maturity Date" means _____, 20__, or such earlier or later date to be determined by the Trust in its sole discretion, which date shall be determined by the Trust to be the date of the closing for the Anticipated Financing Program.

"Principal" means the principal amount of the Loan, at any time being the lesser of: (i) _____ Dollars ($_____); or (ii) the aggregate outstanding amount as shall actually be disbursed to the Borrower by the Trust pursuant to one or more Loan Disbursement Requisitions, which Principal shall be payable by the Borrower to the Trust: (i) on the Maturity Date; or (ii) with respect to any optional prepayment or acceleration of the Loan, on the date of such optional prepayment or acceleration, as the case may be.

"Project" means the Environmental Infrastructure Facilities of the Borrower which constitutes a project for which the Trust is making the Loan to the Borrower.

"Regulations" means the rules and regulations, as applicable, now or hereafter promulgated pursuant to *N.J.A.C.* 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

"State" means the State of New Jersey.

"Trust Bonds" means the revenue bonds of the Trust to be issued, as part of the Anticipated Financing Program.

"Trust Portion" means, on any date, an amount equal to twenty-five percent (25%) of the Principal of the Loan on such date, which Trust Portion is expected to be refinanced on the Maturity Date from proceeds of a loan to be made to the Borrower by the Trust.

SECTION 2. Representations of the Borrower. The Borrower represents and warrants to the Trust:

(a) Organization. The Borrower: (i) is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest and deliver this Note, to sell this Note to the Trust, and to perform its obligations hereunder, and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the sale thereof to the Trust and the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) Authority. This Note has been duly authorized by the Borrower and duly executed, attested and delivered by Authorized Officers of the Borrower. This Note has been duly sold by the Borrower to the Trust and duly issued by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other laws or the application by a court of legal or equitable principles affecting creditors' rights.

(c) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect: (i) the condition (financial or otherwise) of the Borrower; (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder; (iii) the authorization, execution, attestation or delivery of this Note; (iv) the issuance of this Note and the sale thereof to the Trust; and (v) the Borrower's ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note.

(d) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the sale of this Note to the Trust; (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amount due hereunder; and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding

debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations are subject. The Borrower, or its duly authorized agent or assign, has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the sale of this Note to the Trust, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, and for the undertaking and completion of the Project.

(e) Reliance. The Borrower hereby acknowledges that the Trust is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the representations of the Borrower set forth in this Section 2.

SECTION 3. Covenants of the Borrower.

(a) Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the Trust relating to: (i) the participation by the Borrower in the Anticipated Financing Program; and (ii) the qualification by the Borrower for receipt of the Anticipated Long Term Loan.

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note, the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the Trust, the Trust may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the Trust in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the Trust from State-aid otherwise payable to the Borrower.

(c) Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Environmental Infrastructure System without the express written consent of the Trust, which consent may or may not be granted by the Trust in its sole discretion.

(d) Financing With Tax Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project on a long term basis with proceeds of Trust Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code ("tax exempt bonds"). In furtherance of such long term financing with tax exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the Trust, the Borrower will not take any action or permit any action to be taken which would result in any of

the proceeds of the Loan being used (directly or indirectly): (i) in any "private business use" within the meaning of Section 151(b)(6) of the Code; (ii) to make or finance loans to persons other than the Borrower; or (iii) to acquire any "nongovernmental output property" within the meaning of Section 151(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 158(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower's Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.158-6(d) and Treasury Regulations §1.150-2.

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall maintain its Environmental Infrastructure System in good repair, working order and operating condition, and make all necessary and proper repairs and improvements with respect thereto.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for its Environmental Infrastructure System (the "System Records"), separate and distinct from its other records and accounts (the "General Records"), which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the Trust upon prior written notice. The Borrower shall permit the Trust to inspect the Environmental Infrastructure System.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the Trust as an additional "named insured" on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Reliance. The Borrower hereby acknowledges that the Trust is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the covenants of the Borrower set forth in this Section 3.

SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee. The Trust shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the Trust of a Loan Disbursement Requisition, each such disbursement and the date thereof to be recorded by an Authorized Officer of the Trust on the table attached as Exhibit A hereto. The latest date upon which the Borrower may submit to the Trust a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the Trust for the sale of its bonds in connection with the Anticipated Financing Program. On the Maturity Date, the Borrower shall repay the Loan to the Trust in an amount equal to: (i) the Principal; (ii) the Interest; (iii) the Administrative Fee, if any; and (iv) any other amounts due and owing pursuant to the provisions of this Note. Any earnings accrued on the undrawn Trust Portion of the Principal of the Loan shall be credited against the Borrower's repayment obligations hereunder. The Borrower may prepay the Loan the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the Trust. Each payment made to the Trust shall be applied to the payment of, *first,* the Interest then due and payable, *second,* the Principal, *third,* the Administrative Fee, if obligations hereunder, in whole or in part, upon receipt of the prior written

consent of an any, *fourth,* any late charges, and, *finally,* any other amount due pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the Trust later than the Maturity Date, a late fee shall be payable to the Trust in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the *Wall Street Journal* on the Maturity Date plus one half of one percent per annum on such late payment from the Maturity Date to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law.

SECTION 5. Unconditional Obligations. The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the Trust to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the Trust or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

SECTION 6. Events of Default. The following events shall constitute an "Event of Default" hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; and (iv) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

SECTION 7. Remedies upon Event of Default. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the Trust to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and

agrees that the Trust shall have the right to declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the Trust to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby agrees that upon demand it shall pay to the Trust the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the Trust pursuant to this Section 7 shall be applied first to pay any attorneys' fees or other fees and expenses owed by the Borrower.

SECTION 8. Certain Miscellaneous Provisions. The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: City of Hoboken, County of Hudson, New Jersey, 94 Washington Street, Hoboken, New Jersey 07030, Attention: Business Administrator; and to the Trust at the following address: New Jersey Environmental Infrastructure Trust, P.O. Box 440, Trenton, New Jersey 08625, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the Trust shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the Trust; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the Trust, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; and (h) whenever the Borrower is required to obtain the determination, approval or consent of the Trust pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the Trust in its sole and absolute discretion.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

CITY OF HOBOKEN, NEW JERSEY

[SEAL]

By:_____
DAWN ZIMMER, Mayor

ATTEST:

_____
JAMES J. FARINA, RMC, City Clerk

By:_____
GEORGE DESTEFANO, CMFO,
Chief Financial Officer

EXHIBIT A

Loan Disbursements

Date of Loan Disbursement	Amount of Loan Disbursement

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: OCT 19 2016

A7

INTRODUCED BY: _____

SECONDED BY: _____

James J. Farina

CITY CLERK

CITY OF HOBOKEN

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF HOBOKEN, IN THE COUNTY OF HUDSON, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS "NOTE RELATING TO THE CONSTRUCTION FINANCING TRUST LOAN PROGRAM OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST", TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO $4,840,150, AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE CITY OF HOBOKEN IN FAVOR OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST, ALL PURSUANT TO THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST CONSTRUCTION FINANCING TRUST LOAN PROGRAM.

WHEREAS, the City of Hoboken (the "Local Unit"), in the County of Hudson, New Jersey, has determined that there exists a need within the Local Unit to construct a new public park (commonly known as "Southwest Resiliency Park (Block 12)") as part of the Local Unit's open space preservation program and to install and construct a stormwater management and flood control system thereon and thereunder (collectively, the "Project"), and it is the desire of the Local Unit to obtain financing for such Project through participation in the financing program (the "Environmental Infrastructure Financing Program") of the New Jersey Environmental Infrastructure Trust (the "Trust");

WHEREAS, the Local Unit has determined to temporarily finance the Project prior to the closing with respect to the Environmental Infrastructure Financing Program, and to undertake such temporary financing with the proceeds of a short-term loan to be made by the Trust (the "Construction Loan") to the Local Unit, pursuant to the Construction Financing Trust Loan Program of the Trust (the "Construction Financing Program");

WHEREAS, in order to (i) evidence and secure the repayment obligation of the Local Unit to the Trust with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Program, it is the desire of the Local Unit to issue and sell to the Trust the "Note Relating to the Construction Financing Trust Loan Program of the New Jersey Environmental Infrastructure Trust" in an aggregate principal amount of up to $4,840,150 (the "Note");

WHEREAS, it is the desire of the Local Unit to authorize, execute, attest and deliver the Note to the Trust pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the

2016-__";

(g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and

(h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

Section 5. The Note shall be substantially in the form attached hereto as Exhibit A.

Section 6. The law firm of Parker McCay P.A., Mount Laurel, New Jersey, bond counsel to the Local Unit, is hereby authorized to arrange for the printing of the Note, which law firm may authorize McCarter & English, LLP, bond counsel to the Trust for the Construction Financing Program, to arrange for same.

Section 7. The Mayor, Director of Finance, Chief Financial Officer and Clerk of the Local Unit (collectively, the "Authorized Officers") are hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers or the Secretary of the Local Unit, as applicable, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit and after further consultation with the Trust and its representatives, agents, counsel and advisors, to be executed in connection the issuance and sale of the Note and the participation of the Local Unit in the Construction Financing Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Note and the participation of the Local Unit in the Construction Financing Program.

Section 8. This resolution shall take effect immediately.

Section 9. Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to Parker McCay P.A., Mount Laurel, New Jersey, bond counsel to the Local Unit, David Zimmer, Executive Director of the Trust, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the Trust.

EXHIBIT “A”

"Environmental Infrastructure Facilities" means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

"Environmental Infrastructure System" means the Environmental Infrastructure Facilities of the Borrower, including the Project, for which the Borrower is receiving the Loan.

"Event of Default" means any occurrence or event specified in Section 6 hereof.

"Fund Portion" means, on any date, an amount equal to seventy-five percent (75%) of the Principal of the Loan on such date, which Fund Portion is expected to be refinanced on the Maturity Date from proceeds of a loan to be made to the Borrower by the State, acting by and through the New Jersey Department of Environmental Protection.

"Interest" means the interest charged on the outstanding Principal of the Loan at a rate of (a) with respect to the Trust Portion of the Principal, _____%, and (b) with respect to the Fund Portion of the Principal, 0.00%, and payable by the Borrower to the Trust: (i) on the Maturity Date; or (ii) with respect to any optional prepayment or acceleration of the Loan, on the date of such optional prepayment or acceleration, as the case may be.

"Loan" means the loan of the Principal, made by the Trust to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced by this Note.

"Loan Disbursement Requisition" means the requisition, to be executed by an Authorized Officer of the Borrower and approved by the New Jersey Department of Environmental Protection, in a form to be determined by the Trust and the New Jersey Department of Environmental Protection.

"Maturity Date" means _____, 20__, or such earlier or later date to be determined by the Trust in its sole discretion, which date shall be determined by the Trust to be the date of the closing for the Anticipated Financing Program.

"Principal" means the principal amount of the Loan, at any time being the lesser of: (i) _____ Dollars ($_____); or (ii) the aggregate outstanding amount as shall actually be disbursed to the Borrower by the Trust pursuant to one or more Loan Disbursement Requisitions, which Principal shall be payable by the Borrower to the Trust: (i) on the Maturity Date; or (ii) with respect to any optional prepayment or acceleration of the Loan, on the date of such optional prepayment or acceleration, as the case may be.

"Project" means the Environmental Infrastructure Facilities of the Borrower which constitutes a project for which the Trust is making the Loan to the Borrower.

"Regulations" means the rules and regulations, as applicable, now or hereafter promulgated pursuant to *N.J.A.C.* 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations are subject. The Borrower, or its duly authorized agent or assign, has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the sale of this Note to the Trust, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, and for the undertaking and completion of the Project.

(e) Reliance. The Borrower hereby acknowledges that the Trust is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the representations of the Borrower set forth in this Section 2.

SECTION 3. Covenants of the Borrower.

(a) Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the Trust relating to: (i) the participation by the Borrower in the Anticipated Financing Program; and (ii) the qualification by the Borrower for receipt of the Anticipated Long Term Loan.

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note, the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the Trust, the Trust may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the Trust in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the Trust from State-aid otherwise payable to the Borrower.

(c) Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Environmental Infrastructure System without the express written consent of the Trust, which consent may or may not be granted by the Trust in its sole discretion.

(d) Financing With Tax Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project on a long term basis with proceeds of Trust Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code ("tax exempt bonds"). In furtherance of such long term financing with tax exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the Trust, the Borrower will not take any action or permit any action to be taken which would result in any of

consent of an any, *fourth,* any late charges, and, *finally,* any other amount due pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the Trust later than the Maturity Date, a late fee shall be payable to the Trust in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the *Wall Street Journal* on the Maturity Date plus one half of one percent per annum on such late payment from the Maturity Date to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law.

SECTION 5. Unconditional Obligations. The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the Trust to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the Trust or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

SECTION 6. Events of Default. The following events shall constitute an "Event of Default" hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; and (iv) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

SECTION 7. Remedies upon Event of Default. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the Trust to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

CITY OF HOBOKEN, NEW JERSEY

[SEAL]

By:_____
DAWN ZIMMER, Mayor

ATTEST:

_____
JAMES J. FARINA, RMC, City Clerk

By:_____
GEORGE DESTEFANO, CMFO,
Chief Financial Officer

A8

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO: _____

RESOLUTION OF THE CITY OF HOBOKEN AUTHORIZING THE EXECUTION OF A CONFIDENTIALITY AGREEMENT BETWEEN THE CITY OF HOBOKEN AND NEUMANN LEATHERS REDEVELOPMENT GROUP, LLC, OBSERVER LC, LLC, OBSERVER MH, LLC AND OBSERVER WB, LLC

WHEREAS, by and through the entity known as Neumann Leathers Redevelopment Group, LLC ("the Redevelopment Applicant"), application has been made to the City of Hoboken for purposes of designating Neumann Leathers Redevelopment Group, LLC as the conditional redeveloper of the Neumann Leathers Rehabilitation Area which is designated as Block 2, Lots 12-26 and Block 2.1, Lots 1-4, 9-10 and more commonly referred to as 300 Observer Highway, Hoboken, New Jersey; and,

WHEREAS, the Plan requires that the Redevelopment Applicant provide information specifying the financial resources of the Redevelopment Applicant; and,

WHEREAS, the Redevelopment Applicant has filed a Pre-Submission Form with the City of Hoboken which includes multiple exhibits for the purposes of reviewing, in details, the qualifications, experience, financial condition and credit worthiness of the Redevelopment Applicant; and,

WHEREAS, the City of Hoboken is willing to enter into the within Confidentiality Agreement which, once fully executed, will deem the financial documents as that terms is described therein to be confidential and not otherwise subject to dissemination pursuant to any request for public records; and,

WHEREAS, promptly upon full execution of the within Confidentiality Agreement and execution by all parties the Redevelopment Applicant shall fully and completely comply with the

requirements of the Plan and supplement its initial filing with all financial documentation deemed reasonably necessary by the City of Hoboken for purposes of the City of Hoboken to make a determination as to the financial qualifications of the Redevelopment Applicant.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken as follows:

1. The City Council hereby authorizes the Mayor to execute the proposed Confidentiality Agreement, in the form attached hereto or in a form substantially similar thereto, on behalf of the City of Hoboken.

2. The City Council hereby authorizes and directs the City of Hoboken's staff and professional consultants to take any administrative action to implement this Resolution as may be necessary and appropriate to effectuate its purpose and intent.

3. This Resolution shall take effect immediately.

Meeting Date: October 19, 2016

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

APPROVED:

STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

Mark J. Sokolich, Esq.

Attorney at Law
1223 Anderson Avenue
Fort Lee, New Jersey 07024

(201) 224-4000
Fax (201) 224-8105
E-Mail: SOKOLICHESQ@HOTMAIL.COM

COPY

NEUMANN LEATHERS REHABILITATION AREA

October13, 2016

VIA HAND DELIVERY
WITH ENCLOSURES
Clerk, City of Hoboken
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

RE: NEUMANN LEATHERS REHABILITATION AREA
[Redeveloper Designation]
P.Q.: 300 Observer Highway
City of Hoboken, New Jersey
Lots 12 through 26 in Block 2 & Lots 1 through 4, 9 & 10 in Block 2.1

Dear Clerk:

Please permit this correspondence to confirm that this office represents the interests of the record owners and prospective redeveloper of the above-referenced premises more commonly referred to as the "Neumann Leathers Rehabilitation Area". Enclosed please find four(4) duplicate original Confidentiality Agreements each having been executed by our client's authorized representatives. In accordance with the protocol provided to this office by your redevelopment counsel, Joseph Maraziti, Esq., we respectfully request that consideration of the Confidentiality Agreement be placed on the upcoming agenda of the governing body of the City of Hoboken for approval and execution.

By copy of this correspondence and its enclosures we are providing copies to Director Brandy Forbes[via Hand Delivery] and Joseph Maraziti, Esq.[via E-Mail] for their respective files. Thank you in advance for your consideration and please do not hesitate to contact me should you require anything further.

Respectfully submitted,
LAW OFFICE OF MARK J. SOKOLICH, ESQ.

MARK J. SOKOLICH

MJS;ms:
cc: Brandy Forbes, Director-Community Development Via Hand Delivery
[With Enclosure]
Joseph Maraziti, Esq. Via E-Mail: JMaraziti@MFHENVLaw.Com
[With Attachments]
Robert Benecke c/o Benecke Economics Via E-Mail: RBenecke@BeneckeEconomics.Com
[With Attachments]

CONFIDENTIALITY AGREEMENT

AGREEMENT OF CONFIDENTIALITY, made as of this _____ day of October, 2016 by and among NEUMANN LEATHERS REDEVELOPMENT GROUP, LLC, OBSERVER LC, LLC, OBSERVER MH, LLC and OBSERVER WB, LLC, all New Jersey limited liability companies and ANTHONY LoCONTE, NORMAN WEISFELD, BRUCE WEISFELD, MIGUEL HECTOR and LORGIA HECTOR, all individuals, collectively having an address c/o UFVS, 287 Bowman Street, Purchase, New York 10577 and all hereinafter referred to collectively as "Redevelopment Applicant" unless otherwise specifically identified, and CITY OF HOBOKEN, a municipal corporation of the State of New Jersey, having offices for the transaction of governmental business and affairs at 94 Washington Street, Hoboken, New Jersey 07030, together with its agencies, instrumentalities, departments, commissions, representatives and consultants all hereinafter collectively referred to as "Hoboken."

WITNESSETH:

WHEREAS, by and through the entity known as Neumann Leathers Redevelopment Group, LLC, application has been made to the City of Hoboken for purposes of designating Neumann Leathers Redevelopment Group, LLC as the conditional redeveloper of the Neumann Leathers Rehabilitation Area which is designated as Block 2, Lots 12-26 and Block 2.1, Lots 1-4, 9-10 and more commonly referred to as 300 Observer Highway, Hoboken, New Jersey [hereinafter, "Neumann Leathers Rehabilitation Area"]; and

WHEREAS, in further of formal designation as the Redeveloper of the Neumann Leathers Rehabilitation Area described above, the Redevelopment Applicant has filed a Pre-Submission Form with the City of Hoboken with multiple exhibits for purposes of reviewing, in detail, the qualifications, experience, financial condition and credit worthiness of the Redevelopment Applicant and to likewise confirm that the proposed redevelopment of the Neumann Leathers Rehabilitation Area is, inter alia, consistent with the goals and objectives established by the City of Hoboken as set forth in its Redevelopment Plan pertaining to the Neumann Leathers Rehabilitation Area [hereinafter, the "Plan"]; and

WHEREAS, the Plan requires that the Redevelopment Applicant to submit detailed financial documentation concerning the financial condition of Redevelopment Applicant which

includes the financial condition of the Neumann Leathers Redevelopment Group, LLC, its owners and principals, for purposes of demonstrating its financial qualifications; and

WHEREAS, on July 5, 2002 Governor James E. McGreevey entered Executive Order #26 which deemed personal financial documentation submitted to a public agency to be confidential and not subject to dissemination pursuant to the Act on the basis that such documentation is a "trade secret and proprietary commercial or financial information" as contemplated under the Act, unless such dissemination is Ordered by a court of competent jurisdiction, the GovernmentRecords Council or such other entity maintaining competent jurisdiction (a copy of Executive Order #26 is incorporated herein in its entirety by reference); and

WHEREAS, the Redevelopment Applicant has requested the City of Hoboken, as well as its agencies, departments, agents and consultants, to enter into the within Agreement for purposes of deeming the financial documentation submitted by the Redevelopment Applicant to be confidential and not otherwise subject to dissemination to the public in response to an "Open Public Records Act request" in accordance with the New Jersey Open Public Records Act N.J.S.A. 47:1A-1 et seq. [hereinafter, the "Act"] or similar state and federal legislation; and

WHEREAS, the City of Hoboken is willing to enter into the within Agreement which, once fully executed, will deem the financial documentation as that term is defined below to be confidential and not otherwise subject to dissemination pursuant to any request for public records pursuant to the Act or similar state or federal legislation; and

WHEREAS, the City of Hoboken shall only disseminate and distribute the financial documentation submitted by the Redevelopment Applicant to the financial experts and authorized representatives of the City of Hoboken specifically engaged for purposes of reviewing the financial qualifications of the Redevelopment Applicant in connection with the within application; such confidentiality and limitation on dissemination shall likewise apply to all reports, analyses and findings made by such experts and representatives in reviewing the financial documentation so provided by the Redevelopment Applicant; and

WHEREAS, promptly upon full execution of the within Agreement and execution by all parties the Redevelopment Applicant shall fully and completely comply with the

requirements of the Plan and supplement its initial filing with all financial documentation deemed reasonably necessary by the City of Hoboken for purposes of the City of Hoboken to make a determination as to the financial qualifications of the Redevelopment Applicant; and

NOW, THEREFORE, in exchange for the sum of One Dollar [$1.00] and no/100, and other good and valuable consideration, NEUMANN LEATHERS REDEVELOPMENT GROUP, LLC, OBSERVER LC, LLC, OBSERVER MH, LLC and OBSERVER WB, LLC, all New Jersey limited liability companies and ANTHONY LoCONTE, NORMAN WEISFELD, BRUCE WEISFELD, MIGUEL HECTOR and LORGIA HECTOR, all individuals, and the CITY OF HOBOKEN, a municipal corporation of the State of New Jersey, agree as follows:

1. All financial documentation, inclusive of audited and unaudited corporate and personal financial statements, bank statements and reports, state and federal tax returns, asset and liability statements, financial history and activities, documents which relate to the Redevelopment Applicant's creditworthiness; and, any and all documents and information which is submitted on behalf of the Neumann Leathers Rehabilitation Area in satisfaction of its requirement to "demonstrate its financial qualifications" in connection with the development of the Neumann Leathers Rehabilitation Area shall (1) remain confidential; and, (2) not disseminated to the public or in response to an "open public records request" on the basis that it is "trade secrets and proprietary commercial or financial information" in accordance with N.J.S.A. 47:1A-1.1, and/or that it is "information in a personal income or other tax return" or "information describing a natural person's finances, income, assets, liabilities, net worth, bank balances, financial history or activities, or creditworthiness" in accordance with Governor James E. McGreevey's Executive Order #26 issued on July 5, 2002, or made pursuant to any other provision of the Open Public Records Act or any other applicable law, unless ordered to do so by a court of competent jurisdiction, the Government Records Council, or other such entity having jurisdiction; and, (3) only distributed to the financial experts and representatives of the City of Hoboken engaged for purposes of reviewing the qualifications of the Applicant in connection with the within application. The foregoing shall likewise apply to all reports, analyses and findings made by such experts in reviewing the financial information provided.

2. As used herein, the term "City of Hoboken" shall expressly include all elected officials, employees, consultants, experts, representatives, agents, advisors, contractors, sub-contractors, analysts, as well as any and all other individuals, agencies, departments,

commissions, committees and boards authorized or engaged to review the financial documentation presented by the Redevelopment Applicant for purposes of determining the financial qualifications of the Redevelopment Applicant.

3. The parties hereto acknowledge and agree that the terms and limitations set forth in the within Agreement shall apply to all financial documentation submitted by Neumann Leathers Redevelopment Group, LLC, as well as its owners and principals, whether such owners are individuals and/or entities and which are collectively referred to herein as the Redevelopment Applicant inclusive of the initial submission of financial documentation and all subsequent and supplemental submissions.

4. The City of Hoboken agrees that prior to the release and dissemination of any financial documentation submitted by the Redevelopment Applicant the City of Hoboken shall provide all authorized recipients of such financial documentation with a true and complete copy of the within Agreement.

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

Mark J. Sokolich, Esq.
(*Witness Only*)

ANTHONY LoCONTE
Individually and as a Managing Member of
Neumann Leathers Redevelopment Group, LLC &
Observer LC, LLC

Dated: October 11, 2016

Mark J. Sokolich, Esq.
(*Witness Only*)

MARY LoCONTE
Individually

Dated: October 11, 2016

SIGNATURES CONTINUE ON FOLLOWING PAGE

(Witness Only) Andrew Liebowitz

NORMAN WEISFELD
Individually and as a Managing Member of
Observer WB, LLC

Dated: October 13, 2016

(Witness Only) Andrew Liebowitz

BRUCE WEISFELD
Individually and as a Managing Member of
Observer WB, LLC

Dated: October 13, 2016

Mark J. Sokolich, Esq.
(Witness Only)

MIGUEL HECTOR
Individually and as a Managing Member of
Observer MH, LLC

Dated: October 11, 2016

Mark J. Sokolich, Esq.
(Witness Only)

~~**LORGIA HECTOR**~~
Individually

Dated: October 11, 2016

CITY OF HOBOKEN

By: _____
Name: _____
Title: _____
(Witness Only)

By: _____
Name: Dawn Zimmer
Title: Mayor
Date: _____

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 19 2016

James J. Farina

CITY CLERK

AB

INTRODUCED BY:
SECONDED BY:

~~CITY OF~~ HOBOKEN
RESOLUTION NO: _____

RESOLUTION OF THE CITY OF HOBOKEN AUTHORIZING THE EXECUTION OF A CONFIDENTIALITY AGREEMENT BETWEEN THE CITY OF HOBOKEN AND NEUMANN LEATHERS REDEVELOPMENT GROUP, LLC, OBSERVER LC, LLC, OBSERVER MH, LLC AND OBSERVER WB, LLC

WHEREAS, by and through the entity known as Neumann Leathers Redevelopment Group, LLC ("the Redevelopment Applicant"), application has been made to the City of Hoboken for purposes of designating Neumann Leathers Redevelopment Group, LLC as the conditional redeveloper of the Neumann Leathers Rehabilitation Area which is designated as Block 2, Lots 12-26 and Block 2.1, Lots 1-4, 9-10 and more commonly referred to as 300 Observer Highway, Hoboken, New Jersey; and,

WHEREAS, the Plan requires that the Redevelopment Applicant provide information specifying the financial resources of the Redevelopment Applicant; and,

WHEREAS, the Redevelopment Applicant has filed a Pre-Submission Form with the City of Hoboken which includes multiple exhibits for the purposes of reviewing, in details, the qualifications, experience, financial condition and credit worthiness of the Redevelopment Applicant; and,

WHEREAS, the City of Hoboken is willing to enter into the within Confidentiality Agreement which, once fully executed, will deem the financial documents as that terms is described therein to be confidential and not otherwise subject to dissemination pursuant to any request for public records; and,

WHEREAS, promptly upon full execution of the within Confidentiality Agreement and execution by all parties the Redevelopment Applicant shall fully and completely comply with the

requirements of the Plan and supplement its initial filing with all financial documentation deemed reasonably necessary by the City of Hoboken for purposes of the City of Hoboken to make a determination as to the financial qualifications of the Redevelopment Applicant.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken as follows:

1. The City Council hereby authorizes the Mayor to execute the proposed Confidentiality Agreement, in the form attached hereto or in a form substantially similar thereto, on behalf of the City of Hoboken.

2. The City Council hereby authorizes and directs the City of Hoboken's staff and professional consultants to take any administrative action to implement this Resolution as may be necessary and appropriate to effectuate its purpose and intent.

3. This Resolution shall take effect immediately.

Meeting Date: October 19, 2016

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

APPROVED:

STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

Mark J. Sokolich, Esq.

Attorney at Law
1223 Anderson Avenue
Fort Lee, New Jersey 07024

(201) 224-4000
Fax (201) 224-8105
E-Mail: SOKOLICHESQ@HOTMAIL.COM

COPY

NEUMANN LEATHERS REHABILITATION AREA

October13, 2016

VIA HAND DELIVERY
WITH ENCLOSURES
Clerk, City of Hoboken
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

RE: NEUMANN LEATHERS REHABILITATION AREA
[Redeveloper Designation]
P.Q.: 300 Observer Highway
City of Hoboken, New Jersey
Lots 12 through 26 in Block 2 & Lots 1 through 4, 9 & 10 in Block 2.1

Dear Clerk:

Please permit this correspondence to confirm that this office represents the interests of the record owners and prospective redeveloper of the above-referenced premises more commonly referred to as the "Neumann Leathers Rehabilitation Area". Enclosed please find four(4) duplicate original **Confidentiality Agreements** each having been executed by our client's authorized representatives. In accordance with the protocol provided to this office by your redevelopment counsel, Joseph Maraziti, Esq., we respectfully request that consideration of the Confidentiality Agreement be placed on the upcoming agenda of the governing body of the City of Hoboken for approval and execution.

By copy of this correspondence and its enclosures we are providing copies to Director Brandy Forbes[via Hand Delivery] and Joseph Maraziti, Esq.[via E-Mail] for their respective files. Thank you in advance for your consideration and please do not hesitate to contact me should you require anything further.

Respectfully submitted,
LAW OFFICE OF MARK J. SOKOLICH, ESQ.

MARK J. SOKOLICH

MJS;ms:
cc: **Brandy Forbes, Director-Community Development** Via Hand Delivery
[With Enclosure]
Joseph Maraziti, Esq. Via E-Mail: JMaraziti@MFHENVLaw.Com
[With Attachments]
Robert Benecke c/o Benecke Economics Via E-Mail: RBenecke@BeneckeEconomics.Com
[With Attachments]

CONFIDENTIALITY AGREEMENT

AGREEMENT OF CONFIDENTIALITY, made as of this _____ day of October, 2016 by and among NEUMANN LEATHERS REDEVELOPMENT GROUP, LLC, OBSERVER LC, LLC, OBSERVER MH, LLC and OBSERVER WB, LLC, all New Jersey limited liability companies and ANTHONY LoCONTE, NORMAN WEISFELD, BRUCE WEISFELD, MIGUEL HECTOR and LORGIA HECTOR, all individuals, collectively having an address c/o UFVS, 287 Bowman Street, Purchase, New York 10577 and all hereinafter referred to collectively as "Redevelopment Applicant" unless otherwise specifically identified, and CITY OF HOBOKEN, a municipal corporation of the State of New Jersey, having offices for the transaction of governmental business and affairs at 94 Washington Street, Hoboken, New Jersey 07030, together with its agencies, instrumentalities, departments, commissions, representatives and consultants all hereinafter collectively referred to as "Hoboken."

WITNESSETH:

WHEREAS, by and through the entity known as Neumann Leathers Redevelopment Group, LLC, application has been made to the City of Hoboken for purposes of designating Neumann Leathers Redevelopment Group, LLC as the conditional redeveloper of the Neumann Leathers Rehabilitation Area which is designated as Block 2, Lots 12-26 and Block 2.1, Lots 1-4, 9-10 and more commonly referred to as 300 Observer Highway, Hoboken, New Jersey [hereinafter, "Neumann Leathers Rehabilitation Area"]; and

WHEREAS, in further of formal designation as the Redeveloper of the Neumann Leathers Rehabilitation Area described above, the Redevelopment Applicant has filed a Pre-Submission Form with the City of Hoboken with multiple exhibits for purposes of reviewing, in detail, the qualifications, experience, financial condition and credit worthiness of the Redevelopment Applicant and to likewise confirm that the proposed redevelopment of the Neumann Leathers Rehabilitation Area is, inter alia, consistent with the goals and objectives established by the City of Hoboken as set forth in its Redevelopment Plan pertaining to the Neumann Leathers Rehabilitation Area [hereinafter, the "Plan"]; and

WHEREAS, the Plan requires that the Redevelopment Applicant to submit detailed financial documentation concerning the financial condition of Redevelopment Applicant which

includes the financial condition of the Neumann Leathers Redevelopment Group, LLC, its owners and principals, for purposes of demonstrating its financial qualifications; and

WHEREAS, on July 5, 2002 Governor James E. McGreevey entered Executive Order #26 which deemed personal financial documentation submitted to a public agency to be confidential and not subject to dissemination pursuant to the Act on the basis that such documentation is a "trade secret and proprietary commercial or financial information" as contemplated under the Act, unless such dissemination is Ordered by a court of competent jurisdiction, the GovernmentRecords Council or such other entity maintaining competent jurisdiction (a copy of Executive Order #26 is incorporated herein in its entirety by reference); and

WHEREAS, the Redevelopment Applicant has requested the City of Hoboken, as well as its agencies, departments, agents and consultants, to enter into the within Agreement for purposes of deeming the financial documentation submitted by the Redevelopment Applicant to be confidential and not otherwise subject to dissemination to the public in response to an "Open Public Records Act request" in accordance with the New Jersey Open Public Records Act N.J.S.A. 47:1A-1 et seq. [hereinafter, the "Act"] or similar state and federal legislation; and

WHEREAS, the City of Hoboken is willing to enter into the within Agreement which, once fully executed, will deem the financial documentation as that term is defined below to be confidential and not otherwise subject to dissemination pursuant to any request for public records pursuant to the Act or similar state or federal legislation; and

WHEREAS, the City of Hoboken shall only disseminate and distribute the financial documentation submitted by the Redevelopment Applicant to the financial experts and authorized representatives of the City of Hoboken specifically engaged for purposes of reviewing the financial qualifications of the Redevelopment Applicant in connection with the within application; such confidentiality and limitation on dissemination shall likewise apply to all reports, analyses and findings made by such experts and representatives in reviewing the financial documentation so provided by the Redevelopment Applicant; and

WHEREAS, promptly upon full execution of the within Agreement and execution by all parties the Redevelopment Applicant shall fully and completely comply with the

requirements of the Plan and supplement its initial filing with all financial documentation deemed reasonably necessary by the City of Hoboken for purposes of the City of Hoboken to make a determination as to the financial qualifications of the Redevelopment Applicant; and

NOW, THEREFORE, in exchange for the sum of One Dollar [$1.00] and no/100, and other good and valuable consideration, NEUMANN LEATHERS REDEVELOPMENT GROUP, LLC, OBSERVER LC, LLC, OBSERVER MH, LLC and OBSERVER WB, LLC, all New Jersey limited liability companies and ANTHONY LoCONTE, NORMAN WEISFELD, BRUCE WEISFELD, MIGUEL HECTOR and LORGIA HECTOR, all individuals, and the CITY OF HOBOKEN, a municipal corporation of the State of New Jersey, agree as follows:

1. All financial documentation, inclusive of audited and unaudited corporate and personal financial statements, bank statements and reports, state and federal tax returns, asset and liability statements, financial history and activities, documents which relate to the Redevelopment Applicant's creditworthiness; and, any and all documents and information which is submitted on behalf of the Neumann Leathers Rehabilitation Area in satisfaction of its requirement to "demonstrate its financial qualifications" in connection with the development of the Neumann Leathers Rehabilitation Area shall (1) remain confidential; and, (2) not disseminated to the public or in response to an "open public records request" on the basis that it is "trade secrets and proprietary commercial or financial information" in accordance with N.J.S.A. 47:1A-1.1, and/or that it is "information in a personal income or other tax return" or "information describing a natural person's finances, income, assets, liabilities, net worth, bank balances, financial history or activities, or creditworthiness" in accordance with Governor James E. McGreevey's Executive Order #26 issued on July 5, 2002, or made pursuant to any other provision of the Open Public Records Act or any other applicable law, unless ordered to do so by a court of competent jurisdiction, the Government Records Council, or other such entity having jurisdiction; and, (3) only distributed to the financial experts and representatives of the City of Hoboken engaged for purposes of reviewing the qualifications of the Applicant in connection with the within application. The foregoing shall likewise apply to all reports, analyses and findings made by such experts in reviewing the financial information provided.

2. As used herein, the term "City of Hoboken" shall expressly include all elected officials, employees, consultants, experts, representatives, agents, advisors, contractors, sub-contractors, analysts, as well as any and all other individuals, agencies, departments,

commissions, committees and boards authorized or engaged to review the financial documentation presented by the Redevelopment Applicant for purposes of determining the financial qualifications of the Redevelopment Applicant.

3. The parties hereto acknowledge and agree that the terms and limitations set forth in the within Agreement shall apply to all financial documentation submitted by Neumann Leathers Redevelopment Group, LLC, as well as its owners and principals, whether such owners are individuals and/or entities and which are collectively referred to herein as the Redevelopment Applicant inclusive of the initial submission of financial documentation and all subsequent and supplemental submissions.

4. The City of Hoboken agrees that prior to the release and dissemination of any financial documentation submitted by the Redevelopment Applicant the City of Hoboken shall provide all authorized recipients of such financial documentation with a true and complete copy of the within Agreement.

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

Mark J. Sokolich, Esq.
(Witness Only)

ANTHONY LoCONTE
Individually and as a Managing Member of
Neumann Leathers Redevelopment Group, LLC &
Observer LC, LLC

Dated: October 11, 2016

Mark J. Sokolich, Esq.
(Witness Only)

MARY LoCONTE
Individually

Dated: October 11, 2016

SIGNATURES CONTINUE ON FOLLOWING PAGE

(*Witness Only*) Andrew Liebowitz

NORMAN WEISFELD
Individually and as a Managing Member of
Observer WB, LLC

Dated: October 13, 2016

(*Witness Only*) Andrew Liebowitz

BRUCE WEISFELD
Individually and as a Managing Member of
Observer WB, LLC

Dated: October 13, 2016

Mark J. Sokolich, Esq.
(*Witness Only*)

MIGUEL HECTOR
Individually and as a Managing Member of
Observer MH, LLC

Dated: October 11, 2016

Mark J. Sokolich, Esq.
(*Witness Only*)

~~LORGIA HECTOR~~
Individually

Dated: October 11, 2016

CITY OF HOBOKEN

By: _____
Name: _____
Title: _____
(*Witness Only*)

By: _____
Name: Dawn Zimmer
Title: Mayor
Date: _____

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 19 2016

A9

CITY CLERK

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION ADOPTING AN UPDATED EMPLOYEE PERSONNEL HANDBOOK

WHEREAS, employee personnel handbooks serve as a valuable tool to convey the City's policies, procedures, and benefits; and,

WHEREAS, the Administration and Corporation Counsel have reviewed and updated the current Employee Handbook, which updated version is attached hereto; and,

WHEREAS, the Administration recommends that the City Council adopt the attached handbook.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that the attached updated Employee Handbook is hereby adopted and shall be in full force and effect as of the date of this resolution.

Meeting date: October 19, 2016

APPROVED:
STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:
BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael DeFusco	✓			
James Doyle	✓			
Tiffanie Fisher	✓			
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
President Jennifer Giattino	✓			

CITY OF HOBOKEN
MAYOR DAWN ZIMMER

EMPLOYEE HANDBOOK

Adopted by Resolution of the City Council on _____, 2016

DISCLAIMER

THE EMPLOYMENT RELATIONSHIP THAT EXISTS BETWEEN THE CITY OF HOBOKEN (THE "CITY") AND ITS EMPLOYEES IS EMPLOYMENT-AT-WILL. THIS MEANS THAT EMPLOYMENT WITH THE CITY MAY BE TERMINATED AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE BY THE EMPLOYEE OR THE CITY, SUBJECT ONLY TO CIVIL SERVICE LAW AND/OR A COLLECTIVE NEGOTIATIONS AGREEMENT THEN IN EFFECT. *THIS HANDBOOK DOES NOT CONTAIN ANY PROMISES OF ANY KIND.* NEITHER THIS HANDBOOK NOR ANY OTHER GUIDELINES, POLICIES, OR PRACTICES CREATE AN EMPLOYMENT CONTRACT. THE CITY HAS THE RIGHT, WITH OR WITHOUT NOTICE, IN AN INDIVIDUAL CASE OR GENERALLY, TO CHANGE ANY OF ITS GUIDELINES, POLICIES, OR PRACTICES, WORKING CONDITIONS, OR WAGES/BENEFITS AT ANY TIME, WITHOUT HAVING TO CONSULT ANYONE AND WITHOUT ANYONE'S AGREEMENT. THE CONTENTS OF THIS HANDBOOK ARE GUIDELINES ONLY AND SUPERCEDE ANY PRIOR MANUAL OR HANDBOOK.

NO ONE IS AUTHORIZED TO PROVIDE ANY EMPLOYEE WITH AN EMPLOYMENT CONTRACT OR SPECIAL ARRANGEMENT CONCERNCING TERMS OR CONDITIONS OF EMPLOYMENT UNLESS THE CONTRACT OR AGREEMENT IS IN WRITING AND IS SIGNED BY THE BUSINESS ADMINISTRATOR AND THE MAYOR AND APPROVED BY THE CITY COUNCIL.

THIS NOTICE APPLIES TO ALL EMPLOYEES REGARDLESS OF DATE OF HIRE.

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BRIAN J ALOIA, ESQ.
Corporation Counsel

DAWN ZIMMER
MAYOR

INTRODUCTION

The City of Hoboken (the "City") plays an important part in the lives of the citizens it serves. The public expects that its business will be conducted with the highest standards. Public service is an honorable and rewarding career that offers many benefits not often found in the private sector.

As a City employee, you have certain rights and obligations. Federal and State laws, as well as City policies, cover such important areas as discrimination, safety, violence, harassment and conflicts of interest. Many common attitudes of the past have changed. For example, the old adage "to the victors belong the spoils" in governmental hiring is now against the law, and the old-fashioned patrol room, garage or office "give and take" can no longer be condoned. Behaviors that were tolerated ten or twenty years ago are no longer acceptable.

Employees have a right to a safe workplace free of discrimination, violence, harassment and conflicts of interest and have an obligation to conduct themselves consistent with these policies. The City has a "no tolerance" policy towards workplace wrongdoing.

This Employee Handbook (the "Handbook") adopted by the City discusses these issues and many other City personnel policies and IS NOT A CONTRACT. You are urged to read the Handbook and become acquainted with its contents. By its very nature, a handbook cannot be comprehensive or address all possible situations. For this reason, if you have any questions concerning any City personnel policy, contact your supervisor, or, if you prefer, your Department Director or the Personnel Officer.

Neither this Handbook nor any other City document confers any contractual right, either express or implied, to remain in the City's employ. The Handbook and any City document do not guarantee any fixed terms and conditions of your employment. The provisions of the Handbook may be amended and supplemented from time to time without notice and at the sole discretion of the Mayor with the approval of City Council.

All employees receiving the Handbook are required to sign an acknowledgement of receipt. A copy of this receipt will be maintained in your official personnel file.

Signed:_____ Date: _____, 2016

General Personnel Policy

It is the policy of the City to treat employees and prospective employees in a manner consistent with all applicable employment laws and regulations. The personnel policies and procedures of the City shall apply to all employees, volunteers, elected and appointed officials, independent contractors and any other individuals who may be performing work on behalf of the City (collectively referred to, and for purposes of this Policy, "Employees"). In the event there is a conflict between these rules and any collective bargaining agreement, personnel services contract, or Federal or State law, including the New Jersey Attorney General's guidelines with respect to Police Department personnel matters and the New Jersey Civil Service Acts, the terms and conditions of that contract or law shall prevail. In all other cases, these policies and procedures shall prevail.

All employees, officers and Department Directors shall be appointed and promoted by the Mayor, as appointing authority for the City. No person shall be appointed or promoted unless there exists a position created by an ordinance adopted by the City Council as well as the necessary budget appropriation and salary ordinance.

The Mayor and all managerial/supervisory personnel are authorized and responsible for the City's personnel policies and procedures. The Mayor has appointed the Personnel Officer to assist the Business Administrator, as the Director of the Department of Administration, to implement personnel practices. The Mayor and Business Administrator shall also have access to outside counsel designated for guidance in personnel matters.

As a general principle, the City has a "no tolerance" policy towards workplace wrongdoing. City officials, employees, volunteers, independent contractors and any other individuals who may be performing work on behalf of the City are to report anything perceived to be improper. The City believes strongly in an Open Door Policy and encourages employees to talk with their supervisor, Department Director, Business Administrator or Personnel Officer concerning any problem.

The Handbook adopted by the City Council is intended to provide guidelines covering public service by City employees, officials, volunteers, independent contractors and any other individuals who may be performing work on behalf of the City and is not a contract. This Handbook contains many, but not necessarily all of the rules, regulations and conditions of employment. The provisions of this Handbook may be amended and supplemented from time to time without notice and at the sole discretion of the City.

To the maximum extent permitted by law, the employment practices of the City shall operate under the legal doctrine known as "employment at will." Within Federal and State law, including, but not limited to, the New Jersey Civil Service Act, and any applicable collective negotiations unit agreement, the City shall have the right to terminate an employee at any time and for any reason, with or without notice, except the City shall comply with all Federal and State legal requirements requiring notice and an opportunity to be heard in the event of discipline or dismissal.

SECTION ONE:

POLICIES RELATING TO EMPLOYEE RIGHTS AND OBLIGATIONS

Anti-Discrimination Policy

The City is committed to the principles of equal employment opportunity and anti-discrimination pursuant to Title VII of the 1964 Civil Rights Act, as amended by the Equal Opportunity Act of 1972, and the New Jersey Law Against Discrimination ("LAD"). Under no circumstances will the City discriminate on the basis of gender, race, creed, color, religion, national origin, ancestry, age, marital or political status, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), liability for service in the United States armed forces, gender identity or expression and/or any other characteristic protected by law. Decisions regarding the hiring, promotion, transfer, demotion or termination of employees are based solely on an employee or prospective employee's qualifications and performance. If any employee or prospective employee feels that he or she has been treated unfairly, he or she has the right to address his or her concern with his or her supervisor, or if he or she prefers, his or her Department Director, the Business Administrator, or the Affirmative Action Officer.

Americans with Disabilities Act Policy

In compliance with the Americans with Disabilities Act and the LAD, the City does not discriminate based on disability. The City will endeavor to make every work environment handicap accessible, and all future construction and renovation of City facilities will be in accordance with applicable barrier-free Federal and State regulations and the Americans with Disabilities Act Accessibility Guidelines.

It is the City's policy to comply with all relevant and applicable provisions of the Americans with Disabilities Act and the LAD. We will not discriminate against any qualified employee or job applicant with respect to any terms, conditions or privileges of employment on the basis of a known disability. We will also make reasonable accommodations to known physical or mental limitations of all employees and applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose undue hardship on the City.

The Business Administrator shall engage in an interactive dialogue with disabled employees and prospective employees to identify reasonable accommodations. All decisions regarding any reasonable accommodation shall be made by the Business Administrator and the Personnel Officer. Employees who are assigned to a new position as a reasonable accommodation will receive the salary for their new position. The Americans with Disabilities Act does not require the City to offer permanent "light duty", relocate essential job functions or provide personal use items such as eyeglasses, hearing aids, wheelchairs, etc.

Contagious or Life-Threatening Illnesses Policy

The City encourages employees with contagious diseases or life-threatening illnesses to continue their normal pursuits, including work, to the extent allowed by their condition. The City shall make reasonable accommodations to known physical and mental limitations of all employees, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose an unreasonable hardship on the City.

The City will take reasonable precautions to protect such information from inappropriate disclosure, including the following:

- Medical information only may be disclosed with the prior written informed consent of the person who is the subject of the information.

- Information may be disclosed without the prior written consent to qualified individuals for the purpose of conducting management audits, financial audits and program evaluations, but these individuals shall not identify, either directly or indirectly, the person who is the subject of the record in a report or evaluation or otherwise disclose the person's identity in any manner. Information shall not be released to these individuals unless it is vital to the audit or evaluation.

- Information may be disclosed to the Department of Health as required by State or Federal law.

Supervisors, Department Directors and other employees have a responsibility to maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information shall be subject to disciplinary action.

Safety Policy

The City will provide a safe and healthy work environment and shall comply with the Public Employees Occupational Safety and Health Act ("PEOSHA"). The City is equally concerned about the safety of the public. Consistent with this policy, employees will receive periodic safety training and will be provided with appropriate safety equipment. Employees are responsible for observing safety rules and using available safety devices, including personal protective equipment and a failure to do either constitutes grounds for disciplinary action. Any occupational or public unsafe condition, practice, procedure or act must be immediately reported to the supervisor or Department Director. Any on-the-job accident or accident involving City facilities, equipment or motor vehicles must also be immediately reported to the supervisor or Department Director.

The City has appointed a Safety Committee that meets on a regular basis to discuss and recommend solutions to safety problems. Employees are encouraged to discuss safety concerns with their Safety Committee Representative.

Transitional Duty Policy

The City will endeavor to bring employees with temporary disabilities back on the job as soon as possible and may assign transitional duty to employees who temporarily cannot perform the essential functions of their positions (with or without reasonable accomodations) because of injury or illness. Transitional duty is not guaranteed and will not exceed 45 workdays. If a Department already has one employee on transitional duty, it is unlikely that another employee from that same Department will be assigned transitional duty.

An employee requesting transitional duty or the Workers Compensation Physician shall notify the Business Administrator and Personnel Officer as soon as the temporarily-disabled employee is able to return to work with restrictions. Transitional duty will only be assigned if the employee will probably be able to perform the essential functions (with or without reasonable accommodations) of the position after the transitional duty period. The Business Administrator will consult with the Department Director to determine if there is any meaningful work that can be performed consistent with the restrictions. Transitional duty assignments may be in any department and not just the employee's regular department. The Business Administrator will decide if it is in the City's best interest to approve a transitional duty request and will notify the employee of the decision. The City reserves the right to terminate the transitional duty assignment at any time without cause.

Employees may not refuse transitional duty assignments that are recommended by the Workers' Compensation Physician. In such cases, a failure to report to work as directed shall constitute abandonment of position and shall be grounds for immediate dismissal. If the employee believes that the transitional duty assignment is beyond the employee's abilities, the employee may request a meeting with the Business Administrator, who will render a written response within 24 hours.

Employees on transitional duty will receive their regular salaries and are prohibited from engaging in any outside employment of any kind unless they receive prior written approval from the Business Administrator. If transitional duty is approved, the employee or Workers Compensation Physician must keep the Business Administrator informed of the employee's medical progress. Employees assigned to transitional duty will be allotted time off to attend medical or physical therapy appointments but must request leave time for any other reason. If at the end of transitional duty period the employee is not able to return to work without restrictions, the City reserves the right at its sole discretion to extend the transitional duty or place the employee back on Workers Compensation or disability. This policy does not affect an employee's rights under the Americans with Disabilities Act, the Family Medical Leave Act, the Fair Labor Standards Act, the Contagious or Life Threatening Illnesses Policy or other Federal or State law.

DRUG AND ALCOHOL TESTING POLICY

PURPOSE

The City recognizes that the use and abuse of drugs and alcohol in today's society is a serious problem that may involve the workplace. It is the intent of the City to provide all employees with a safe and secure workplace in which each person can perform his/her duties in an environment that promotes individual health and workplace efficiency. Employees of the City are public employees and must foster the public trust by preserving employee reputation for integrity, honesty, and responsibility.

To provide a safe, healthy, productive, and drug-free working environment for its employees to properly conduct the public business, the City has adopted this drug and alcohol testing by adopting and approving this Handbook. This policy complies with the: Federal Drug-Free Workplace Act of 1988, which ensures employees the right to work in an alcohol- and drug-free environment and to work with persons free from the effects of alcohol and drugs; Federal Highway Administration (FHWA) rules, which require drug and alcohol testing for persons required to have a commercial driver's license (CDL); Division of Transportation (DOT) rules, which include procedures for urine drug testing and breath alcohol testing; and the Omnibus Transportation Employee Testing Act of 1991, which requires alcohol and drug testing of safety-sensitive employees, including Police and Fire employees. In the case of this policy, the Omnibus Transportation Employee Testing Act of 1991 is most significant with its additional requirement of using the "split specimen" approach to drug testing, which provides an extra safeguard for employees. The types of tests required are: pre-employment, transfer, reasonable suspicion, post-accident (post-incident), random, return-to-duty, and follow-up.

It is the policy of the City that the use of drugs by its employees and impairment in the workplace due to drugs and/or alcohol are prohibited and will not be tolerated. Engaging in prohibited and/or illegal conduct may lead to termination of employment. Prohibited and/or illegal conduct includes, but is not limited to:

1. being on duty or performing work in or on City property while under the influence of drugs and/or alcohol;

2. engaging in the manufacture, sale, distribution, use, or unauthorized possession of (illegal) drugs at any time and of alcohol while on duty or while in or on City property;

3. refusing or failing a drug and/or alcohol test administered under this policy;

4. providing an adulterated, altered, or substituted specimen for testing;

5. use of alcohol within four hours prior to reporting for duty on schedule or use of alcohol while on-call for duty; and

6. use of alcohol or drugs within eight hours following an accident (incident) if the employee's involvement has not been discounted as a contributing factor in the accident (incident) or until the employee has successfully completed drug and/or alcohol testing procedures.

This policy does not preclude the appropriate use of legally prescribed medication that does not adversely affect the mental, physical, or emotional ability of the employee to safely and efficiently perform his/her duties. It is the employee's responsibility to inform the proper supervisory personnel of his/her use of such legally prescribed medication before the employee goes on duty or performs any work.

In order to educate the employees about the dangers of drug and/or alcohol abuse, the City shall sponsor an information and education program for all employees and supervisors. Information will be provided on the signs and symptoms of drug and/or alcohol abuse; the effects of drug and/or alcohol abuse on an individual's health, work, and personal life; the City's policy regarding drugs and/or alcohol; and the availability of counseling. The Personnel Officer has been designated as the municipal official responsible for answering questions regarding this policy and its implementation.

All City property may be subject to inspection at any time without notice. There should be no expectation of privacy in such property. Property includes, but is not limited to, vehicles, desks, containers, files, and lockers.

SCOPE

Certain aspects of this policy may apply to full-time, part-time, temporary, and volunteer employees of City. The policy also applies to applicants for positions requiring a CDL and other safety sensitive positions who have been given a conditional offer of employment from the City.

CONSENT FORM

Before a drug and/or alcohol test is administered, employees and applicants will be asked to sign a consent form authorizing the test and permitting the release of test results to the laboratory, medical review officer (MRO), Personnel Officer, etc., or his/her designee. The consent form shall provide space for employees and applicants to acknowledge that they have been notified of the City's drug and alcohol testing policy.

The consent form shall set forth the following information:

1. the procedure for confirming and verifying an initial positive test result;

2. the consequences of a verified positive test result; and

3. the consequences of refusing to undergo a drug and/or alcohol test.

The consent form also provides authorization for certified or licensed attending medical personnel to take and have analyzed appropriate specimens to determine if drugs or alcohol were present in the employee's system.

COMPLIANCE WITH SUBSTANCE ABUSE POLICY

Compliance with this substance abuse policy is a condition of employment. The failure or refusal by an applicant or employee to cooperate fully by signing necessary consent forms or other required documents or the failure or refusal to submit to any test or any procedure under this policy in a timely manner will be grounds for refusal to hire or for termination. The submission by an applicant or employee of a urine sample that is not his/her own or a sample that is adulterated shall be grounds for refusal to hire or for termination.

GENERAL RULES

These are the general rules governing the City's drug and alcohol testing program:

1. City employees shall not take or be under the influence of any drugs unless prescribed by the employee's licensed physician. Employees who are required to take prescription and/or over-the-counter medications shall notify the proper supervisory personnel before the employees go on duty.

2. City employees are prohibited from engaging in the manufacture, sale, distribution, use, or unauthorized possession of illegal drugs at any time and of alcohol while on duty or while in or on City property.

3. All City property is subject to inspection at any time without notice. There should be no expectation of privacy in or on such property. City Property includes, but is not limited to, vehicles, desks, containers, files, and lockers.

4. Any employee convicted of violating a criminal drug statute shall inform the director of his/her department of such conviction (including pleas of guilty, Pretrial Intervention and nolo contendere) within five days of the conviction occurring. Failure to so inform the City subjects the employee to disciplinary action up to and including termination for the first offense. The City will notify the federal contracting officer pursuant to applicable provisions of the Drug-Free Workplace Act and the Omnibus Transportation Employee Testing Act.

DRUG TESTING

An applicant or employee must carry and present a current and recent photo ID to appropriate personnel during testing. Failure to present a photo ID is equivalent to refusing to take the test. Employees and applicants may be required to submit to drug testing under six separate conditions:

A. Types of Tests

1. Pre-employment

All employment applicants for safety sensitive positions who have received a conditional offer of employment with the City must take a drug test before receiving a final offer of employment. Safety sensitive positions include: police officers, firefighters, positions requiring a commercial driver's license, public works positions involving the operation of heavy equipment, water/wastewater plant operators, all positions involving the construction and maintenance of electrical lines, and all positions having responsibility for the safety and care of children.

2. Transfer

Employees transferring to a "safety sensitive" position, as that term is defined in the preceding paragraph, shall undergo drug testing and/or another position within the City that requires a commercial driver's license (CDL) shall undergo drug testing.

3. Post-Accident/Post-Incident Testing (Note – All employees are subject to Post-Accident drug testing.)

Following any workplace accident (incident) determined by supervisory personnel of the City to have resulted in significant property or environmental damage or in significant personal injury, including, but not limited to, a fatality or human injury requiring medical treatment, any employee whose performance either contributed to the accident (incident) or cannot be discounted as a contributing factor to the accident (incident), and who is reasonably suspected of possible drug use as determined during a routine post-accident (post-incident) investigation or who receives a citation for a moving violation arising from the accident will be required to take a post-accident (post-incident) drug test.

Post-accident (post-incident) testing shall be carried out within 32 hours following the accident (incident). Urine collection for post-accident (post-incident) testing shall be monitored or observed by same-gender collection personnel at the established collection site(s).

In instances where post-accident (post-incident) testing is to be performed, the City reserves the right to direct the medical review officer (MRO) to instruct the designated laboratory to perform testing on submitted urine specimens for possible illegal/illegitimate substances.

Any testing for additional substances listed as CDS (Controlled Dangerous Substances under New Jersey law) shall be performed at the urinary cutoff level that is normally used for those specific substances by the laboratory selected.

a. Post-Accident (Post-Incident) Testing for Ambulatory Employees

Following all workplace accidents (incidents) where drug testing is to be performed, unless otherwise specified by the department head, affected employees who are ambulatory will be taken by a supervisor or designated personnel of the City to the designated urine specimen collection site within 32 hours following the accident. In the event of an accident (incident) occurring after regular work hours, the employee(s) will be taken to the (testing site) within 32 hours. No employee shall consume drugs prior to completing the post-accident (post-incident) testing procedures.

No employee shall delay his/her appearance at the designated collection site(s) for post-accident (post-incident) testing. Any unreasonable delay in providing specimens for drug testing shall be considered a refusal to cooperate with the substance abuse program of the City and shall result in administrative action up to and including termination of employment.

b. Post-Accident (Post-Incident) Testing for Injured Employees

An affected employee who is seriously injured, non-ambulatory, and/or under professional medical care following a significant accident (incident) shall consent to the obtaining of specimens for drug testing by qualified, licensed attending medical personnel and consent to the testing of the specimens. Consent shall also be given for the attending medical personnel and/or medical facility (including hospitals) to release to the medical review officer (MRO) of the City appropriate and necessary information or records that would indicate only whether or not specified prohibited drugs (and what amounts) were found in the employee's system. Consent shall be granted by each employee at the implementation date of the substance abuse policy of the City or upon hiring following the implementation date.

Post-accident (post-incident) urinary testing may be impossible for unconscious, seriously-injured, or hospitalized employees. If this is the case, certified or licensed attending medical personnel shall take and have analyzed appropriate specimens to determine if drugs were present in the employee's system. Only an accepted method for collecting specimens will be used. Any failure to do post-accident (post-incident) testing within 32 hours must be fully documented by the attending medical personnel.

4. Testing Based on Reasonable Suspicion (Note – All employees are subject to reasonable suspicion testing.)

A drug test is required for any employee where there is reasonable suspicion to believe the employee is using or is under the influence of drugs and/or alcohol.

The decision to test for reasonable suspicion must be based on a reasonable and articulate belief that the employee is using or has used drugs. This belief should be based on recent, physical, behavioral, or performance indicators of possible drug use. One supervisor who has received drug detection training that complies with DOT regulations must make the decision to test and must observe the employee's suspicious behavior.

Supervisory personnel of the City making a determination to subject any employee to drug testing based on reasonable suspicion shall document their specific reasons and observations in writing to the Personnel Officer) within 24 hours of the decision to test and before the results of the urine drug tests are received by the department. Urine collection for reasonable suspicion testing shall be monitored or observed by same-gender collection personnel.

5. Random Testing

Only employees of the City holding safety sensitive positions are subject to random alcohol and drug testing. Safety sensitive positions include: police officers, firefighters, positions requiring a commercial driver's license, public works equipment operators, water/wastewater plant operators, all positions involving the construction and maintenance of electrical lines, and other positions having responsibility for the safety and care of children. It is the policy of the City to annually random test for drugs at least 50 percent of the total number of drivers possessing or obtaining a commercial driver's license (CDL).

A minimum of 15 minutes and a maximum of two hours will be allowed between notification of an employee's selection for random urine drug testing and the actual presentation for specimen collection.

Random donor selection dates will be unannounced with unpredictable frequency. Some may be tested more than once each year while others may not be tested at all, depending on the random selection.

If an employee is unavailable (i.e., vacation, sick day, out of town, work-related causes, etc.) to produce a specimen on the date random testing occurs, the City may omit that employee from that random testing or await the employee's return to work.

6. Return-to-Duty and Follow-Up

Any employee of the City who has violated the prohibited drug conduct standards and is allowed to return to work, must submit to a return-to-duty test. Follow-up tests will be unannounced, and at least six tests will be conducted in the first 12 months after an employee returns to duty. Follow-up testing may be extended for up to 36 months following return to duty.

The employee will be required to pay for his or her return-to-duty and follow-up tests accordingly. (Note - Requiring employees to pay for their return-to-duty and follow-up tests is optional.)

Testing will also be performed on any employee possessing a CDL returning from leave or special assignment in excess of six months. In this situation, the employee will not be required to pay for the testing.

B. PROHIBITED DRUGS

All drug results will be reported to the medical review officer (MRO). If verified by the MRO, they will be reported to the Personnel Officer). The following is a list of drugs for which tests will be routinely conducted (see Appendix A for cutoff levels):

1. amphetamines,
2. marijuana,
3. cocaine,
4. opiates,
5. phencyclidine (PCP),
6. alcohol, and
7. depressants.

The City may test for any additional substances as may be deemed appropriate.

C. DRUG TESTING COLLECTION PROCEDURES

Testing will be accomplished as non-intrusively as possible. Affected employees, except in cases of random testing, will be taken by a supervisor or designated personnel of the City to a drug test collection facility selected by the City, where a urine sample will be taken from the employee in privacy. The urine sample will be immediately sealed by personnel overseeing the specimen collection after first being examined by these personnel for signs of alteration, adulteration, or substitution. The sample will be placed in a secure mailing container. The employee will be asked to complete a chain-of-custody form to accompany the sample to a laboratory selected by the City to perform the analysis on collected urine samples.

D. DRUG TESTING LABORATORY STANDARDS AND PROCEDURES

All collected urine samples will be sent to a laboratory that is certified and monitored by the U.S. Department of Health and Human Services (DHHS).

As specified earlier, in the event of an accident (incident) occurring after regular work hours, the supervisor or designated personnel shall take the employee(s) to the (testing site) within 32 hours where proper collection procedures will be administered.

The Omnibus Act requires that drug testing procedures include split specimen procedures. Each urine specimen is subdivided into two bottles labeled as a "primary" and a "split" specimen. Both bottles are sent to a laboratory. Only the primary specimen is opened and used for the urinalysis. The split specimen bottle remains sealed and is stored at the laboratory. If the analysis of the primary specimen confirms the presence of drugs, the employee has 72 hours to request sending the split specimen to another federal Department of Health and Human Services (DHHS) certified laboratory for analysis. The employee will be required to pay for his or her split specimen test(s).

For the employee's protection, the results of the analysis will be confidential except for the testing laboratory. After the MRO has evaluated a positive test result, the employee will be notified, and the MRO will notify the Personnel Officer).

E. REPORTING AND REVIEWING

The City shall designate a medical review officer (MRO) to receive, report, and file testing information transmitted by the laboratory. This person shall be a licensed physician with knowledge of substance abuse disorders.

1. The laboratory shall report test results only to the designated MRO, who will review them in accordance with accepted guidelines and the procedures adopted by the City.

2. Reports from the laboratory to the MRO shall be in writing or by fax. The MRO may talk with the employee by telephone upon exchange of acceptable identification.

3. The testing laboratory, collection site personnel, and MRO shall maintain security over all the testing data and limit access to such information to the following: the respective department head, the (Personnel Officer), and the employee.

4. Neither the City, the laboratory, nor the MRO shall disclose any drug test results to any other person except under written authorization from the affected employee, unless such results are necessary in the process of resolution of accident (incident)

investigations, requested by court order, or required to be released to parties having legitimate right-to-know as determined by the City attorney.

7. ALCOHOL TESTING

An applicant or employee must carry and present a current and recent photo ID to appropriate personnel during testing. Failure to present a photo ID is equivalent to refusing to take the test. Employees and applicants may be required to submit to alcohol testing under six separate conditions:

A. Types of Tests

1. Post-Accident/Post-Incident Testing

Following any workplace accident (incident) determined by supervisory personnel of the City to have resulted in significant property or environmental damage or in significant personal injury, including, but not limited to, a fatality or human injury requiring medical treatment, each employee whose performance either contributed to the accident (incident) or cannot be discounted as a contributing factor to the accident (incident) and who is reasonably suspected of possible alcohol use as determined during a routine post-accident (post-incident) investigation or who receives a citation for a moving violation arising from the accident will be required to take a post-accident (post-incident) alcohol test.

Post-accident (post-incident) testing shall be carried out within two hours following the accident (incident).

a. Post-Accident (Post-Incident) Testing for Ambulatory Employees

Following all workplace accidents (incidents) where alcohol testing is to be performed, unless otherwise specified by the department head, affected employees who are ambulatory will be taken by a supervisor or designated personnel of the City to the designated breath alcohol test site for a breath alcohol test within two hours following the accident. In the event of an accident (incident) occurring after regular work hours, the employee(s) will be taken to the (testing site) within two hours. No employee shall consume alcohol prior to completing the post-accident (post-incident) testing procedures.

No employee shall delay his/her appearance at the designated collection site(s) for post-accident (post-incident) testing. Any unreasonable delay in appearing for alcohol testing shall be considered a refusal to cooperate with the substance abuse program of the City and shall result in administrative action up to and including termination of employment.

b. Post-Accident (Post-Incident) Testing for Injured Employees

An affected employee who is seriously injured, non-ambulatory, and/or under professional medical care following a significant accident (incident) shall consent to the obtaining of specimens for alcohol testing by qualified, licensed attending medical personnel and consent to specimen testing. Consent shall also be given for the attending medical personnel and/or medical facility (including hospitals) to release to the medical review officer (MRO) of the City appropriate and necessary information or records that would indicate only whether or not specified prohibited alcohol (and what amount) was found in the employee's system. Consent shall be granted by each employee at the implementation date of the substance abuse policy of the City or upon hiring following the implementation date.

Post-accident (post-incident) breath alcohol testing may be impossible for unconscious, seriously injured, or hospitalized employees. If this is the case, certified or licensed attending medical personnel shall take and have analyzed appropriate specimens to determine if alcohol was present in the employee's system. Only an accepted method for collecting specimens will be used. Any failure to do post-accident (post-incident) testing within two hours must be fully documented by the attending medical personnel.

2. Testing Based on Reasonable Suspicion

An alcohol test is required for each employee where there is reasonable suspicion to believe the employee is using or is under the influence of alcohol.

The decision to test for reasonable suspicion must be based on a reasonable and articulate belief that the employee is using or has used alcohol. This belief should be based on recent, physical, behavioral, or performance indicators of possible alcohol use. One supervisor who has received alcohol detection training that complies with DOT regulations must make the decision to test and must observe the employee's suspicious behavior.

Supervisory personnel of the City making a determination to subject any employee to alcohol testing based on reasonable suspicion shall document their specific reasons and observations in writing to the Personnel Officer within eight hours of the decision to test and before the results of the tests are received by the department.

3. Random Testing

Only employees of the City holding safety sensitive positions are subject to random alcohol testing. Safety sensitive positions include police officers, firefighters, positions requiring a commercial driver's license, public works equipment operators, water/wastewater plant operators, all positions involving the construction and maintenance of pipelines, and other positions having responsibility for the safety and care of children. It is the policy of the City to annually random test for alcohol at least 50 percent of the total number of drivers possessing or obtaining a commercial driver's license (CDL).

A minimum of 15 minutes and a maximum of two hours will be allowed between notification of an employee's selection for random alcohol testing and the actual presentation for testing.

Random test dates will be unannounced with unpredictable frequency. Some employees may be tested more than once each year while others may not be tested at all, depending on the random selection.

If an employee is unavailable (i.e., vacation, sick day, out of town, work-related causes, etc.) to be tested on the date random testing occurs, the City may omit that employee from that random testing or await the employee's return to work.

4. Return-to-Duty and Follow-Up

Any employee of the City who has violated the prohibited alcohol conduct standards must submit to a return-to-duty test. Follow-up tests will be unannounced, and at least six tests will be conducted in the first 12 months after an employee returns to duty. Follow-up testing may be extended for up to 60 months following return to duty.

Testing will also be performed on any employee with a CDL returning from leave or special assignment in excess of six months. In this situation, the employee will not be required to pay for the testing.

B. ALCOHOL TESTING PROCEDURES

All breath alcohol testing conducted for the City shall be performed using evidential breath testing (EBT) equipment and personnel approved by the National Highway Traffic Safety Administration (NHTSA).

Alcohol testing is to be performed by a qualified technician as follows:

1. Step One:

An initial breath alcohol test will be performed using a breath alcohol analysis device approved by the National Highway Traffic Safety Administration (NHTSA). If the measured result is less than 0.02 percent breath alcohol level (BAL), the test shall be considered negative. If the result is greater or equal to 0.04 percent BAL, the result shall be recorded and witnessed, and the test shall proceed to Step Two.

2. Step Two:

Fifteen minutes shall be allowed to pass following the completion of Step One above. Before the confirmation test or Step Two is administered for each employee, the breath alcohol technician shall insure that the evidential breath testing device registers 0.00 on an air blank. If the reading is greater than 0.00, the breath alcohol technician shall conduct one more

air blank. If the reading is greater than 0.00, testing shall not proceed using that instrument. However, testing may proceed on another instrument. Then Step One shall be repeated using a new mouthpiece and either the same or equivalent but different breath analysis device.

The breath alcohol level detected in Step Two shall be recorded and witnessed.

If the lower of the breath alcohol measurements in Step One and Step Two is 0.04 percent or greater, the employee shall be considered to have failed the breath alcohol test. Failure of the breath alcohol test shall result in administrative action by proper officials of the City up to and including termination of employment.

Any breath level found upon analysis to be between 0.02 percent BAL and 0.04 percent BAL shall result in the employee's removal from duty without pay for a minimum of 24 hours. In this situation, the employee must be retested by breath analysis and found to have a BAL of less than 0.02 percent before returning to duty with the City.

All breath alcohol test results shall be recorded by the technician and shall be witnessed by the tested employee and by a supervisory employee of the City, when possible.

The completed breath alcohol test form shall be submitted to the Personnel Officer).

8. EDUCATION AND TRAINING

A. Supervisory Personnel Who Will Determine Reasonable Suspicion Testing

Training supervisory personnel who will determine whether an employee must be tested based on reasonable suspicion will include at the minimum two 60-minute periods of training on the specific, contemporaneous, physical, behavioral, and performance indicators of both probable drug use and alcohol use. One 60-minute period will be for drugs and one will be for alcohol.

The City will sponsor a drug-free awareness program for all employees.

B. Distribution of Information

The minimal distribution of information for all employees will include the display and distribution of:

a. informational material on the effects of drug and alcohol abuse;

b. an existing community services hotline number, available drug counseling, rehabilitation, and employee assistance programs for employee assistance;

c. City policy regarding the use of prohibited drugs and/or alcohol; and

d. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

9. CONSEQUENCES OF A CONFIRMED POSITIVE DRUG AND/OR ALCOHOL TEST RESULT AND/OR VERIFIED POSITIVE DRUG AND/OR ALCOHOL TEST RESULT

Job applicants will be denied employment with the City if their initial, positive pre-employment drug test results have been confirmed/verified.

If a current employee's positive drug and alcohol test result has been confirmed, the employee is subject to immediate removal from any safety-sensitive function and may be subject to disciplinary action up to and including termination. The City may consider the following factors in determining the appropriate disciplinary response: the employee's work history, length of employment, current work assignment, current job performance, and existence of past disciplinary actions. However, the City reserves the right to allow employees to participate in an education and/or treatment program approved by the City Employee Assistance Program as an alternative to or in addition to disciplinary action. If such a program is offered and accepted by the employee, then the employee must satisfactorily participate in and complete the program as a condition of continued employment.

No disciplinary action may be taken pursuant to this drug policy against employees who voluntarily identify themselves as drug users, obtain counseling and rehabilitation through the City's Employee Assistance Program or other program sanctioned by the City, and thereafter refrain from violating the City's policy on drug and alcohol abuse. However, voluntary identification will not prohibit disciplinary action for the violation of City personnel policy and regulations, nor will it relieve the employee of any requirements for return to duty testing.

Refusing to submit to an alcohol or controlled substances test means that an employee: (1) fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing in accordance with the provisions of this part; (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing in accordance with the provisions of this part; or (3) engages in conduct that clearly obstructs the testing process. In any case, the physician or breath alcohol technician shall provide a written statement to the City indicating a refusal to test.

10. VOLUNTARY DISCLOSURE OF DRUG AND/OR ALCOHOL USE

In the event that an employee of the City is dependent upon or an abuser of drugs and/or alcohol and sincerely wishes to seek professional medical care, that employee should voluntarily discuss his/her problem with the respective department head in private.

Such voluntary desire for help with a substance abuse problem will be honored by the City. If substance abuse treatment is required, the employee will be removed from active duty pending completion of the treatment.

Affected employees of the City may be allowed up to 30 consecutive calendar days for initial substance abuse treatment as follows:

1. The employee must use all vacation, sick, and compensatory time available.

2. In the event accumulated vacation, sick, and compensatory time is insufficient to provide the medically prescribed and needed treatment up to a maximum of 30 consecutive calendar days, the employee will be provided paid/unpaid leave for the difference between the amount of accumulated leave and the number of days prescribed and needed for treatment up to the maximum 30-day treatment period.

Voluntary disclosure must occur before an employee is notified of or otherwise becomes subject to a pending drug and/or alcohol test.

Prior to any return-to-duty consideration of an employee following voluntary substance abuse treatment, the employee shall obtain a return-to-duty recommendation from the substance abuse professional (SAP) of the City. The SAP may suggest conditions of reinstatement of the employee that may include after-care and return-to-duty and/or random drug and alcohol testing requirements. The respective department head and Personnel Officer of the City will consider each case individually and set forth final conditions of reinstatement to active duty. These conditions of reinstatement must be met by the employee. Failure of the employee to complete treatment or follow after-care conditions, or subsequent failure of any drug or alcohol test under this policy will result in administrative action up to and including termination of employment.

These provisions apply to voluntary disclosure of a substance abuse problem by an employee of the City. Voluntary disclosure provisions do not apply to applicants. Employees found positive during drug and/or alcohol testing under this policy are subject to administrative action up to and including termination of employment as specified elsewhere in this policy.

11. EXCEPTIONS

This policy does not apply to possession, use, or provision of alcohol and/or drugs by employees in the context of authorized work assignments (i.e., undercover police enforcement,

intoxilyzer demonstrations). In all such cases, it is the individual employee's responsibility to ensure that job performance is not adversely affected by the possession, use, or provision of alcohol.

12. MODIFICATION OF POLICY

This statement of policy may be revised by the City at any time to comply with applicable federal and state regulations that may be implemented, to comply with judicial rulings, or to meet any changes in the work environment or changes in the drug and alcohol testing policy of the City.

13. DEFINITIONS

For purposes of the drug and alcohol testing policy, the following definitions are adopted:

Alcohol - The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl or isopropyl alcohol.

Alcohol Concentration - The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test.

Alcohol Use - The consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Applicant - Any person who has on file an application for employment or any person who is otherwise being considered for employment or transfer to the police department, fire department, or to a position requiring a commercial driver's license (CDL) being processed for employment. For the purposes of this policy, an applicant may also be: a uniformed employee who has applied for and is offered a promotion or who has been selected for a special assignment; a non-uniformed employee who is offered a position as a uniformed employee; or an employee transferring to or applying for a position requiring a CDL.

Breath Alcohol Technician (BAT) - An individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device (EBT).

Chain of Custody - The method of tracking each urine specimen to maintain control from initial collection to final disposition for such samples and accountability at each stage of handling, testing, storing, and reporting.

Collection Site - A place where applicants or employees present themselves to provide, under controlled conditions, a urine specimen that will be analyzed for the presence of alcohol and/or drugs. Collection site may also include a place for the administration of a breath analysis test.

Collection Site Personnel - A person who instructs donors at the collection site.

Commercial Driver's License (CDL) - A motor vehicle driver's license required to operate a commercial motor vehicle (CMV).

Commercial Motor Vehicle (CMV) - Any vehicle or combination of vehicles meeting the following criteria: weighing more than 26,000 pounds; designed to transport more than 15 passengers; transporting hazardous materials required by law to be placarded, regardless of weight; and/or classified as a school bus.

Confirmation Test - In drug testing, a second analytical procedure that is independent of the initial test to identify the presence of a specific drug or metabolite that uses a different chemical principle from that of the initial test to ensure reliability and accuracy. In breath alcohol testing, a second test following an initial test with a result of 0.02 or greater that provides quantitative data of alcohol concentration.

Confirmed Positive Result - The presence of an illicit substance in the pure form or its metabolites at or above the cutoff level specified by the National Institute of Drug Abuse identified in two consecutive tests that utilize different test methods and that was not determined by the appropriate medical, scientific, professional testing, or forensic authority to have been caused by an alternate medical explanation or technically insufficient data. An EBT result equal to or greater than 0.02 is considered a positive result.

Consortium - An entity, including a group or association of employers or contractors, which provides alcohol or controlled substances testing as required by this part or other DOT alcohol or drug testing rules and that acts on behalf of the employers.

Department Director - The director or chief of a City department or his/her designee. The designee may be an individual who acts on behalf of the director to implement and administer these procedures.

DHHS - The federal Department of Health and Human Services or any designee of the secretary, Department of Health and Human Services.

DOT Agency - An agency of the United States Department of Transportation administering regulations related to alcohol and/or drug testing. For the City, the Federal Highway Administration (FHWA) is the DOT agency.

Driver - Any person who operates a commercial motor vehicle.

EAP - Employee Assistance Program.

Employee - An individual currently employed by the City of Hoboken.

Evidential Breath Testing Device (EBT) - An instrument approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "Conforming Products List of Evidential Breath Measurement Devices."

FHWA - Federal Highway Administration.

Initial Test - In drug testing, an immunoassay test to eliminate negative urine specimens from further analysis. In alcohol testing, an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath specimen.

Medical Review Officer (MRO) - A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his/her medical history and any other relevant biomedical information.

Negative Result - The absence of an illicit substance in the pure form or its metabolites in sufficient quantities to be identified by either an initial test or confirmation test.

NHTSA - National Highway and Traffic Safety Administration.

Refuse to Submit - Refusing to submit to an alcohol or controlled substances test means that a driver: (1) fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing in accordance with the provisions of this part; (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing in accordance with the provisions of this part; or (3) engages in conduct that clearly obstructs the testing process.

Safety-Sensitive Positions - include police officers, firefighters, positions requiring a commercial driver's license, public works positions involving the operation of heavy equipment, water/wastewater plant operators, all positions involving the construction and maintenance of electrical lines, and other positions having responsibility for the safety and care of children.

Split Specimen - Urine drug test sample will be divided into two parts. One part will be tested initially, the other will remain sealed in case a retest is required or requested.

Substance Abuse Professional - A licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

APPENDICES

APPENDIX A

2014 DRUG AND ALCOHOL TEST STANDARDS

Initial screen. An immunoassay screen is run on all urine specimens to eliminate "negative" urine specimens from further analysis. The immunoassay meets the requirements of the Food and Drug Administration for commercial distribution. The initial cutoffs are as listed below:

Substance	Initial Test Cutoff Levels (ng/ml)
Marijuana metabolites	100
Cocaine metabolites	300
Opiate metabolites	300*
Phencyclidine	25
Amphetamines	1,000
Alcohol	Less than .02 alcohol concentration

NOTES: * 25 ng/ml if immunoassay specific for free morphine.

Confirmatory tests. All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff levels listed below. All confirmations shall be by quantitative analysis.

Substance	Confirmatory Test Cutoff Levels (ng/ml)
Marijuana metabolites	15
Cocaine metabolites	50
Opiate:	
Morphine	300
Codeine	300
Phencyclidine	25
Amphetamines:	
Amphetamine	500

Methamphetamine	500

(Note - Additional substances may be tested at the cutoff level customarily used by the selected laboratory. Cutoff levels are subject to change as DOT rules change.)

APPENDIX B

EMPLOYEE ACKNOWLEDGMENT FORM
City of Hoboken
EMPLOYEE ACKNOWLEDGMENT

As an applicant or an employee, I have carefully read the City of Hoboken's drug and alcohol testing policy. I have received a copy of the City's drug and alcohol testing policy, understand its requirements, and agree without reservation to follow this policy. As an applicant, I am aware that my offer of employment is conditional upon the results of a drug and/or alcohol test. As an employee, I am aware that I may be required to undergo drug and/or alcohol tests, that I will be informed prior to the drug and/or alcohol test, and that I may be subject to immediate dismissal if I refuse to take the test.

Name of Applicant or Employee	Social Security Number
Department	Supervisor
(Signature of Applicant or Employee)	Date
(Signature of Witness)	Date

APPENDIX C

CONSENT AND ACKNOWLEDGMENT FORM
City of Hoboken
DRUG/ALCOHOL TESTING PROCEDURES
CONSENT AND ACKNOWLEDGMENT FORM

As an applicant or an employee with the City of Hoboken, I hereby consent to and acknowledge that I am scheduled to undergo drug and/or alcohol testing. The test for alcohol will be a breath analysis test. The drug test will involve an analysis of a urine sample, which I will provide at a designated site. The purpose of the test will be to test for the presence of the following substances: amphetamines, marijuana, cocaine, opiates, PCP, alcohol, and/or any additional drugs listed as a CDS (Controlled Dangerous Substance under New Jersey law). I authorize qualified personnel to take and have analyzed appropriate specimens to determine if drugs and/or alcohol are present in my system. I acknowledge that the drug/alcohol screen test results will be made available to the testing laboratory, medical review officer (MRO), the Personnel Officer, or his/her designee. As an applicant, I am aware that a confirmed and verified positive drug/alcohol test result will rescind my conditional offer of employment. As an employee, I am aware that a confirmed and verified positive test result may lead to disciplinary action up to and including immediate dismissal. I will present a copy of this form to the collection site when I report for my scheduled drug/alcohol test. I also understand that failure to provide adequate breath for testing without a valid medical explanation, failure to provide adequate urine for controlled substances testing without a valid medical explanation, and engaging in conduct that clearly obstructs the testing process are the same as refusing to test.

Name of Applicant or Employee: _____

Department Name: _____

Social Security Number: _____

_____ _____
(Signature of Applicant or Employee) Date

_____ _____
(Signature of Witness) Date

Appendix D

Third Party Administrator (TPA)

Mike Maxson
Director of National Compliance
Concorde Inc.
1835 Market Street, Suite 1200
Philadelphia, Pennsylvania 19103-2994
215-523-8880
215-563-7978 fax
mike@Concorde2000.com

Designated Employer Representative (DER)

Maritza Emanuelli, Administrative Clerk
City of Hoboken
Department of Administration
Division of Personnel & Benefits
94 Washington Street
Hoboken, New Jersey 07030
201-239-4592
201-420-0103 fax
memanuellia@**hobokennj.gov**

Collection sites

Carole Flynn
PromptMD
309 1st Street
Hoboken, New Jersey 07030
201-222-8411
javed_islam@msn.com

Breath Alcohol Technician (BAT)

Carole Flynn
PromptMD
309 1st Street
Hoboken, New Jersey 07030
201-222-8411

javed_islam@msn.com

DHHS-approved laboratory

Quest Diagnostic
10101 Renner Boulevard
Lenexa, Kansas 66219
800-877-7484

Medical Review Officer (M RO)

Arthur J Schatz, M.D.
Concorde Inc.
1835 Market Street
Suite 1200
Philadelphia, Pennsylvania 19103-2994
215-563-0224
MROstaff@Concorde2000.com

Substance Abuse Professional (SAP)

Assof Amos, LSW, LCADC
Care Point Health
Giant Steps
61 Monroe Street
Hoboken, New Jersey 07030
201-792-8290
oramos@Hobokenumc.com

Employee Assistance Program (EAP)

Megan Marchetti
Wellness Coach
Wellness Coaches USA
725 Skippack Pike, Suite 300
Blue Bell, Pennsylvania 19422
866-894-1300, Ext. 218
mmarchetti@wcusa.com
www.wellnesscoachesusa.com

Workplace Violence/Workplace Bullying Policy

The City will not tolerate workplace violence or workplace bullying in any form. Workplace violence comprises violent acts or threats made by an employee, official, volunteer, vendor, independent contractor or any other individual who may be performing work on behalf of the City against another person or property. Workplace violence is cause for immediate dismissal and will be fully prosecuted. Workplace violence includes any violence or threats made on City property, at City events, or under other circumstances that may negatively affect the City's ability to conduct business.

WORKPLACE CONDUCT AND ANTI-INTOLERANCE POLICY

Section 1: **Policy**

The City maintains a strong policy of tolerance and equal employment for all employees and applicants for employment. The City does not discriminate against any employee because of age, race, creed, color, religion, marital status, sex, national origin or political or union affiliation. The City's equal employment opportunity philosophy applies to all aspects of employment, including recruiting, hiring, training, transfer, promotion, job benefits, pay, dismissal, educational assistance, and social and recreational activities.

The need for mutual respect and the opportunity to work together in a peaceful, mutually rewarding and efficient work environment provides the foundations upon which these rules are established. The City solicits employee cooperation in abiding by these standards and in creating an atmosphere in which the City and its employees can strive to reach common goals.

It is also the policy of the City that workplace harassment of employees is unacceptable conduct and will not be condoned nor tolerated when committed by employees, officials or agents of the City in the workplace or in the course of work. The City will not tolerate any form of harassment that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile or offensive working environment. Furthermore, workplace harassment is illegal under federal and state laws.

The City is equally committed to maintaining a work environment free from intolerance, harassment of all types, bullying, bigotry and the like, and to improve employee awareness for the need to be sensitive to how they interact with fellow employees, vendors, and members of the public to foster professionalism and good citizenship.

Section 2: **Workplace Conduct Defined**

It is important to remember that all City employees spend considerable time together during the workday. It also must be remembered that we represent the City when interacting with vendors and members of the public. Therefore, it is incumbent upon all of us to be careful in how we interact with co-workers, vendors, and members of the public. What may be

inoffensive language or conduct to one person may be offensive to another. We all must be aware of our actions and maintain a professional, respectful and courteous demeanor at all times.

Workplace harassment can range from verbal (oral, written, or pictorial) abuse or body language and gestures, which create an intimidating, hostile or offensive working environment, to physical violence. Examples of workplace harassment include teasing, bullying, racial, ethnic, or gender slurs and other derogatory remarks.

In addition to preventing workplace harassment, the City is dedicated to promoting professionalism, efficiency, productivity, and cooperation among its employees. Therefore, the City requires its employees to be sensitive to how we comport ourselves in the workplace. For this reason, it may be helpful to identify some examples of impermissible conduct that will lead to disciplinary action, up to and including immediate discharge. Although the City cannot possibly provide an exhaustive list of impermissible behavior, the following provides some examples:

1. Insubordination or failure to cooperate with fellow employees and/or supervisors;

2. Loss of time by absence, tardiness or leaving assigned job without supervisory approval;

3. Loss of material, tools, equipment or supplies occasioned by wasteful practices or negligence;

4. Damaging or defacing the City's property or products;

5. Creating or contributing to unsanitary conditions;

6. Unauthorized use of materials, tools, equipment, vehicles or supplies;

7. Failure to comply with safety rules and regulations or engaging in conduct that creates a safety or health hazard;

8. Horseplay, gambling, or instigating or participating in a fight;

9. Vending, soliciting, or distributing goods or printed matter for other than charitable purposes;

10. Unsatisfactory performance;

11. Theft;

12. Falsifying/making a material omission on, or altering the BOARD's records, time cards, report forms, application materials, etc.;

13. Intolerant, abusive, demeaning, prejudicial comments (including yelling) and/or actions towards fellow employees or any other person;

13. Using, possessing, or being under the influence of alcohol or unlawful drugs while on duty, while on the City's property;

14. Bringing unauthorized firearms, explosives or other dangerous materials on the City's property without explicit prior authorization by the City;

15. Divulging confidential information to others without express authorization by the City;

16. Violation of the City's security regulations;

17. Immoral conduct or indecency;

18. Engaging in unlawful harassment of another person;

19. Engaging in name-calling or the use of profanities, even if in "good fun" or being "playful" or "joking around"; and

20. Engaging in horseplay or other actions that result in employees touching each other.

Section 3: **Complaint Procedure**

Any employee who believes he or she has been subjected to offensive and/or insulting behavior by a co-worker, supervisor or vendor, has an obligation to directly inform the offending person that the conduct is offensive and must stop.

If this direct communication with the offending person is not successful, the employee should promptly report the incident(s) and the names of the individuals involved to his or her supervisor or, in the alternative, to the Personnel Officer. The supervisor should immediately report any incidents of harassment to the Personnel Officer, who will investigate all such claims and take appropriate corrective action, if any.

Confidentiality to the extent possible will be maintained and no reprisals or retaliation will result from the good faith reporting of intolerant behavior.

In determining whether the alleged conduct constitutes workplace intolerance, the totality of the circumstances, the nature of the conduct, and the context in which the alleged conduct occurred will be investigated. Any employee found to have engaged in such impermissible behavior shall be subject to sanctions, including, but not limited to, warning, suspension, or termination subject to applicable procedural requirements.

Failure to abide by this policy may result in disciplinary action.

Any employee who has questions concerning this policy should contact the Personnel Officer for clarification or guidance.

Anti-Sexual Harassment Policy

The City's policy also prohibits sexual harassment of all employees of the City, including the Office of the City Clerk and the City Council, and prohibits such conduct by or towards any City employee, including conduct by any supervisor, co-worker or the general public, along with the City's officers, volunteers and any other individual who may be performing work on behalf of the City. Independent contractors, vendors and all other parties engaged in a business relationship with the City are expected to abide by this policy in their dealings with City employees. The City prohibits sexual harassment in the workplace or at any other location at which City-sponsored activity occurs. The purpose of this policy is not to regulate personal morality or encroach upon one's personal life, but to demonstrate a strong commitment to maintaining a workplace free of sexual harassment. This general policy is part of the City's ordinances and Administrative Directive 2012-006 (Affirmative Action/Anti-Harassment Policy) dated September 12, 2012.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and/or other verbal, physical or visual conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.

- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual.

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, including, but not limited to:

  Gender Harassment: Generalized gender-based remarks and/or behavior.

  Seductive Behavior: Inappropriate, unwanted, offensive physical and/or verbal sexual advances.

  Sexual Bribery: Solicitation of sexual activity or other sex-linked behavior by promise of reward.

  Sexual Coercion: Coercion of sexual activity by threat of punishment.

  Sexual Assault: Gross sexual imposition, including, but not limited to, touching, fondling, grabbing or assault.

Pursuant to Administrative Directive 2012-006, the following conduct represents some of the types of acts or incidents that violate the City's Affirmative Action/Anti-Harassment Policy, which includes sexual harassment.

A. Physical contact of a sexual nature, including but not limited to, sexual contact:

1. Rape, sexual battery, sexual assault, molestation or attempts to commit these assaults; and/or

2. Intentional unwelcome physical contact of a sexual nature such as touching, pinching, patting, grabbing, or brushing against another person's body.

B. Unwanted sexual advances, propositions or sexual comments, including, but not limited to:

1. Sexually-oriented gestures, noises, remarks or jokes about an individual's sexuality, sexual orientation or sexual experience made in front of or directed a, an employee; and/or

2. Promise of reward for sexual activity; and/or

3. Making the performance of a person's job more difficult because of a refusal to submit to sexual conduct.

C. Sexual or discriminatory displays or publications in the work place, including, but not limited to:

1. Displaying pictures, posters, calendars, graffiti, objects, reading materials or other materials which are sexually suggestive, sexually demeaning, pornographic or racially or ethnically demeaning in nature. A picture or display will be presumed to be sexually suggestive if it depicts a person of either sex not fully clothed or in clothes not suited to routine work or who is posed for the purpose of drawing attention to the private portions of his or her body.

2. Displaying and/or maintaining pictures, reading materials and/or videos that are sexually suggestive, sexually demeaning, pornographic or racially or ethnically demeaning in nature on a City-owned computer or City-owned telephone, including, City-issued cellular telephones. Again, a picture or display will be presumed to be sexually suggestive if it depicts a person of either sex not fully clothed or in clothes not suited to routine work or who is posed for the purpose of drawing attention to the private portions of his or her body.

D. Retaliation for harassment complaints may include, but is not limited to:

1. Disciplining, changing work assignments, providing inaccurate work information to, or refusing to cooperate or discuss work-related matters with an employee because that employee has filed a sexual harassment complaint or participated in a harassment investigation; and/or

2. Falsely denying, lying about or covering up, or attempting to cover-up prohibited conduct. It also includes intentionally pressuring persons to engage in similar or same conduct.

E. Other acts:

1. The acts or conduct described above are not all inclusive of prohibited acts under this policy. Any of the above–described conduct may be construed as sexual harassment.

If any person witnesses or believes that he or she has experienced sexual harassment, the matter should be immediately reported to a supervisor, Department Director and/or Affirmative Action Officer. The City cannot resolve a sexual harassment problem unless it knows about it; therefore, the City strongly encourages individuals to raise these issues so that appropriate steps are taken to correct them. After an investigation, as is provided for in Administrative Directive 2012-006, the City retains the right to take any and all action as is appropriate under the circumstances.

Violation(s) of Administrative Directive 2012-006 and this policy may subject City employees to disciplinary action, including, but not limited to, transfer, immediate suspension and/or termination. Violation(s) of this policy and/or Administrative Directive 2012-006 may subject City officers, volunteers or other individuals who may be performing work on behalf of the City to other appropriate remedial action.

It is a violation of these policies for any employee, official, volunteer, independent contractor or any other individual who may be performing work on behalf of the City to retaliate against any person because he or she has brought legal action or he or she has made a charge, testified, assisted, provided testimony or participated in any manner in an investigation or proceeding related to the abusive conduct or work environment, which includes, but is not limited to, a Formal Complaint Form requesting an investigation of conduct under the City's Administrative Directive 2012-006.

Whistleblower Policy

Employees have the right under the New Jersey Conscientious Employee Protection Act ("CEPA") to complain about any activity, policy, or practice that they reasonably believe violates a law, rule, or regulation promulgated pursuant to law without fear of retaliation or reprisal.

The City shall communicate this right to all employees in an annual letter outlining the specific employee complaint procedure, and City employees must sign a written acknowledgement stating that the employee received, read and understood this letter, which will be included in the employee's official personnel file. The annual notice to all employees shall be in English and Spanish and will contain the name of the person who is designated to receive written notification of policies or practices that might violate CEPA. The City shall also communicate this information to all employees in a posted notice. All complaints made will be taken seriously and promptly investigated.

The City shall not take any retaliatory action or tolerate any reprisal against an employee for any of the following:

- Disclosing or threatening to disclose to a supervisor, Department Director or the Business Administrator, the Mayor, any City official or to a public body, as defined in the CEPA (N.J.S.A. 34:19-1 et seq.) an activity, policy or practice that the employee reasonably believes is in violation of a law, a rule or regulation promulgated pursuant to law;

- Providing information to or testifying before any public body conducting an investigation, hearing, or inquiry into any violation of law, or a rule or regulation promulgated pursuant to law; or

- Objecting to or refusing to participate in any activity, policy, or practice that the employee reasonably believes is one of the following: (i) is a violation of a law, rule or regulation promulgated pursuant to law; (ii) is fraudulent or criminal; or (iii) is incompatible with a clear public policy mandate concerning the public health, safety, or welfare.

In accordance with the CEPA, the employee must bring the violation to the attention of his or her supervisor, Department Director, Business Administrator and/or other person designated by the City. Disclosure is not required where (1) the employee is reasonably certain that the violation is known to one or more officials; (2) the employee reasonably fears physical harm; or (3) the situation is emergency in nature. Employees are encouraged to complain in writing using **the Employee Complaint form. See Employee Complaint Policy.** Under the law, the employee must give the City a reasonable opportunity to correct the activity, policy, or practice. **The administration of whistleblower complaints is not subject to the limitations in the Grievance Policy.**

Employee Complaint Policy

Employees, officers, volunteers and other individuals who may be performing work on behalf of the City, who observe actions they believe to constitute harassment, workplace violence, workplace bullying, sexual harassment or any other workplace wrongdoing, should immediately report the matter to their supervisor, or, if they prefer or do not think that the matter can be discussed with their supervisor, they should contact their Department Director, the Business Administrator, the Affirmative Action Officer or the Corporation Counsel.

Reporting such incidents is encouraged both when an employee, officer, volunteer or other individuals who may be performing work on behalf of the City feels that he or she is subject to such incidents or observes such incidents with other individuals.

Employees, officers, volunteers and other individuals who may be performing work on behalf of the City should report incidents in writing using the Employee Complaint Form, but they may make a verbal complaint at their discretion. If the employee, officer, volunteer or individual who may be performing work on behalf of the City has any questions about what constitutes harassment, workplace violence, workplace bullying, sexual harassment or any other workplace wrongdoing, he or she may ask his or her supervisor or one of the individuals listed above. All reports of harassment, workplace violence, workplace bullying, sexual harassment or other wrongdoing will be promptly investigated by the City's Affirmative Action Officer or a person who is not involved in the alleged harassment or wrongdoing.

No City employee, officer, volunteer or individual who may be performing work on behalf of the City will be penalized in any way for reporting a complaint. There will be no discrimination or retaliation against any individual who files a good-faith harassment complaint, even if the investigation produces insufficient evidence to support the complaint or the charges cannot be proven. Moreover, there will be no discrimination or retaliation against any other individual who participates in the investigation of a complaint.

If the investigation substantiates the complaint, appropriate corrective and/or disciplinary action will be swiftly pursued. Those individuals who maliciously or recklessly make false or frivolous accusations will be subject to disciplinary action, which could potentially include termination. All investigations of harassment, workplace violence, workplace bullying, sexual harassment or any other workplace wrongdoing will be conducted confidentially to the extent practicable and appropriate under the circumstances in order to protect the privacy of persons involved. Any investigation may include interviews with the parties involved in the incident, and if necessary, with individuals who may have observed the incident or conduct or who have other relevant knowledge. The complaining employee will be notified of a decision at the conclusion of the investigation within a reasonable time from the date of the report of an incident.

Grievance Policy

A grievance is any formal dispute concerning the interpretation, application, and enforcement of any personnel policy or procedure of the City. Grievances regarding items covered by the terms and conditions of employment contained in collective negotiations agreements shall be handled pursuant to the terms of the applicable collective negotiations agreement. There are two (2) types of grievances: 1) Grievances under the Collective Negotiations Agreement; and 2) Grievances under policy violations. All grievances from non-union employees must be presented within five (5) working dates after the dispute arose, and a failure to report a grievance within such time shall be deemed as a waiver of the grievance. In the event of a settlement or ruling that results in a determination of monetary liability, such liability shall not exceed more than thirty (30) working days prior to the date the grievance was first presented in writing.

- Step One: Any employee or group of employees with a grievance shall verbally communicate the grievance to the supervisor or Department Director who will discuss the matter with the Business Administrator and the Personnel Officer. The supervisor or Department Director will communicate the decision to the employee within two working days.

- Step Two: If the employee is not satisfied with the decision, the employee must submit a written grievance to the Business Administrator detailing the facts and the relief requested. The decision in Step One will be deemed final if the employee fails to submit a written grievance within five (5) working days of the Step One decision. After consulting the Personnel Officer and Corporation Counsel, as appropriate, the Business Administrator will render a written decision to the employee within five (5) working days after receipt of the written grievance.

These limitations do not apply to employee complaints made under the General Anti-Harassment Policy, the Anti-Sexual Harassment Policy or the Whistleblower Policy.

Access to Personnel Files Policy

The official personnel file for each employee shall be maintained by the Personnel Officer. Personnel files are confidential records that must be secured in a locked cabinet and will only be available to authorized managerial and supervisory personnel on a need-to-know basis. Records relating to an employee's medical condition will be maintained in a separate file. Electronic personnel and medical records must be protected from unauthorized access. Any employee may review their file in the presence of the Personnel Officer upon reasonable advance notice.

Conflict of Interest Policy

All City employees, including appointed and elected officials, volunteers, and individuals who may be performing work on behalf of the City, must conduct business according to the highest ethical standards of public service. Individuals are expected to devote their best efforts to the interests of the City. Violations of this policy will result in appropriate discipline, which could include, but is not limited to, termination.

The City recognizes the right of employees, officials, volunteers and individuals who may be performing work on behalf of the City to engage in outside activities that are private in nature and unrelated to City business. Business dealings that appear to create a conflict between individuals and the City's interests, however, are unlawful under the New Jersey Local Government Ethics Act (the "Ethics Act"). Under the Ethics Act, certain City employees and officials are required to annually file a state-mandated disclosure form with the City Clerk. The City Clerk will notify the City employees and officials who are subject to the filing requirements under the Ethics Act.

A potential or actual conflict of interest occurs whenever an employee, official, volunteer or individuals who may be performing work on behalf of the City, is in a position to influence a City decision that may result in a personal gain for the employee or an immediate relative, which includes a spouse or significant other, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt or any person related by blood or marriage residing in an employee's household.

By law, no City officer, employee, or member of his or her immediate family shall have an interest in a business organization or engage in any business, transaction or professional activity that is in substantial conflict with the proper discharge of his or her duties for the City. In addition, no City officer or employee shall undertake any employment or service, whether compensated or not, which might reasonably be expected to prejudice his or her independence of judgment in the exercise of his or her official duties.

To ensure that employees, officials, volunteers or individuals who may be performing work on behalf of the City do not have any potential or actual conflicts of interest, all individuals must complete a Conflict of Interest Form. Employees, officials, volunteers and individuals who may be performing work on behalf of the City are required to disclose possible conflicts to the Business Administrator and Corporation Counsel so that the City may assess and prevent potential conflicts. If there are any questions as to whether an action or proposed course of conduct would create a conflict of interest, immediately contact the Business Administrator or the Corporation Counsel to obtain clarification and direction.

Employees, officials, volunteers or individuals who may be performing work on behalf of the City are allowed to hold outside employment as long as it does not interfere with their City responsibilities. Individuals are prohibited from engaging in outside employment activities while on the job or using City time, supplies, or equipment in the outside employment activities. The Business Administrator may request that individuals restrict their outside employment if the quality of their City work diminishes. Any individual who holds an interest in, or is employed by, any business that is doing business with the City must submit a written notice of these outside interests to his or her supervisor, Department Director, and the Business Administrator.

Employees, officials, volunteers or individuals who may be performing work on behalf of the City may not accept donations, gratuities, contributions or gifts that could be interpreted to affect their City duties. Under no circumstances may a City employee or elected official accept donations, gratuities, contributions or gifts from a vendor doing business with or seeking to do business with the City or any person or firm seeking to influence City decisions. Meals and other entertainment valued in excess of $10.00 are also prohibited. Individuals are required to report to the Business Administrator any offer of a donation, gratuity, contribution or gift, including meals and entertainment, that is in violation of this policy.

Employees, officials, volunteers, or individuals who may be performing work on behalf of the City may not receive or enter into any agreement, whether express or implied, for compensation for services to be rendered in relation to any matter before the City or one's own

department over which the individual has jurisdiction or to which the individual has the power to appoint any member, officer, or employee.

Employees, officials, volunteers, or individuals who may be performing work on behalf of the City may not receive or enter into any agreement, whether express or implied, for compensation for services to be rendered in relation to any matter before any agency of the City, where the individual's compensation is to be dependent or contingent upon any action by such agency with respect to such matter, provided that this provision will not prohibit the fixing at any time of fees based upon the reasonable value of the services rendered.

Employees, officials, volunteers, or individuals who may be performing work on behalf of the City who also participate in the discussion or gives an opinion to the City Council on any legislation before the City Council must publicly disclose on the official record the nature and extent of any direct or indirect financial or other private interest the individual has in such legislation.

Employees, officials, volunteers, or individuals who may be performing work on behalf of the City may not invest or hold any investment, directly or indirectly, in any financial, business, commercial or other private transaction which creates a conflict with their official duties.

Employees, officials, volunteers or individuals who may be performing work on behalf of the City may not engage in, solicit, negotiate for or promise to accept private employment or render services for private interests, when such employment or service creates a conflict with or impairs the proper discharge of their official duties.

Employees, officials, volunteers or individuals who may be performing work on behalf of the City may not disclose confidential information acquired in the course of official duties or use such information to further personal interests.

Employees, officials, volunteers or individuals who may be performing work on behalf of the City may not, after the termination of service or employment with the City, appear before any City board or agency regarding any case, proceeding or application in which the individual personally participated during the period of service or employment or which was under the individual's active consideration.

In addition to any penalty contained in any other provision of law, any person who shall knowingly violate any of the provisions of this code may be fined, suspended or removed from office or employment, as the case may be, in the manner provided by law.

Political Activity Policy

Employees, officials, volunteers, and other individuals who may be performing work on behalf of the City have exactly the same right as any other citizen to join political organizations and participate in political activities, as long as they maintain a clear separation between their official responsibilities and their political affiliations. Employees, officials, volunteers and other individuals who may be performing work on behalf of the City are prohibited from

engaging in political activities while performing their public duties and from using City time, supplies or equipment in any political activity. Any violation of this policy must be reported to the supervisor, Department Director, Personnel Officer and Business Administrator or the Corporation Counsel.

Employee Evaluation Policy

The Department Director will complete a written evaluation and appraisal form for every employee to measure progress and to encourage self-improvement at least once a year. The evaluation will also record additional duties performed, educational courses completed, as well as a plan to correct any weak points using the **Employee Counseling** form. After completing the evaluation, the supervisor or Department Director will review the results with the employee and return the form(s) with the signed acknowledgement to the Business Administrator. After the Business Administrator reviews these documents, they are to be forwarded to the Personnel Officer to include in the employee's official personnel file. As a part of the evaluation, employees have the right to request a conference with the Business Administrator or Personnel Officer.

Employee Discipline Policy

An employee may be subject to discipline for any of the following reasons:

- Falsification of public records, including attendance and other personnel records.
- Failure to report his or her absence.
- Harassment of co-workers and/or volunteers and/or visitors.
- Theft or attempted theft of property belonging to the City, fellow employees, volunteers or visitors.
- Failure to report to work day or days prior to or following a vacation, holiday and/or leave, and/or any other unauthorized day of absence.
- Fighting on City property at any time.
- Being under the influence of intoxicants (e.g., liquor) or illegal drugs (e.g., cocaine or marijuana) on City property and at any time during work hours.
- Possession, sale, transfer or use of intoxicants or illegal drugs on City property and at any time during work hours.
- Insubordination.
- Entering the building without permission during non-scheduled work hours.

- Soliciting on City premises during work time. This includes, but is not limited to, distribution of literature or products or soliciting membership in fraternal, religious, social or political organizations, and/or sales of products, such as those from Avon, Amway, etc.

- Careless waste of materials or abuse of tools, equipment, or supplies.

- Deliberate destruction or damage to City or suppliers' property.

- Sleeping on the job.

- Carrying weapons of any kind on City premises and/or during work hours, unless carrying a weapon is a function of an employee's job duties.

- Violation of established safety and fire regulations.

- Unscheduled absence and chronic or excessive absence.

- Chronic tardiness.

- Unauthorized absence from work area and/or roaming or loitering on the premises during scheduled work hours.

- Defacing walls, bulletin boards, or any other City or supplier property.

- Failure to perform duties, inefficiency, or substandard performance.

- Unauthorized disclosure of confidential City information.

- Gambling on City premises.

- Horseplay, disorderly conduct, and use of abusive and/or obscene language on City premises.

- Deliberate delay or restriction of your work effort and/or incitement of others to delay or restrict their work effort.

- Conviction of a crime or disorderly persons offense.

- Violating any City rules or policies.

- Conduct unbecoming a public employee.

- Violation of City policies, procedures, and regulations.

- Violation of Federal, State or City laws, rules, or regulations concerning drug and alcohol use and possession.

- Misuse of public property, including motor vehicles.

- Unauthorized use of computers, Internet, and email.

- Other sufficient cause.

Major disciplinary action includes termination, disciplinary demotion or suspension or fine exceeding five working days. Minor discipline includes a formal, written reprimand or a suspension or fine of five working days or less. Employees who object to the terms or conditions of the discipline are entitled to a hearing under the applicable grievance procedure and Civil Service Commission procedure. **In every case involving employee discipline, employees will be provided with an opportunity to respond to charges either verbally or in writing.**

In cases of employee misconduct, the City believes in corrective action for the purpose of correcting undesirable behavior and preventing a recurrence of that behavior. The corrective action taken will be related to the gravity of the situation, the number and kind of previous infractions, and other circumstances. In every case, employees will be given an opportunity to state the situation from their point of view.

In order to correct undesirable behavior, supervisors and Department Directors may use corrective tools such as verbal reprimand, Business Administrator review, written reprimand, suspension, fines, and dismissal. At the City's discretion, discipline may begin at any step, and/or certain steps may be repeated or by-passed, depending on the severity and nature of the infraction and the employee's work/disciplinary record.

Neither this manual nor any other City guidelines, policies, or practices create an employment contract. Unless provided otherwise by the New Jersey Civil Service Act or an applicable collective negotiations agreement, employment with the City may be terminated at any time, with or without cause or reason, by the employee or the City.

Resignation Policy

An employee who intends to resign must notify his or her Department Director in writing at least two weeks in advance of his or her resignation date. After giving notice of resignation, employees are expected to assist their supervisor, coworkers and/or Department Director by providing information concerning their current projects and help in the training of a replacement. During the last two weeks of the employee's employment with the City, the employee may not use paid time off except paid holidays. The Department Director will prepare an Employee Action form showing any pay or other money owed to the employee. The Personnel Officer will conduct a confidential exit interview to discuss benefits including COBRA options, appropriate retirement issues, and pay due. A COBRA notification letter will be sent to the employee's home address. The exit interview will also include an open

discussion with the employee. On the last day of work, and prior to receiving his or her final paycheck, the employee must return the Employee Identification Card, all keys, and equipment. At this time, the employee will sign the termination memo designating all money owed and this memo will be retained in the official personnel file.

Work Force Reduction Policy

Pursuant to N.J.A.C. 4A:8-1.1, the City may institute layoff actions for economy, efficiency or other related reasons, but will first consider voluntary alternatives. Seniority, lateral or other re-employment rights for employees in Career Service titles will be determined by the New Jersey Civil Service Commission.

Driver's License Policy

Any employee whose work requires the operation of City vehicles must hold a valid New Jersey State Driver's License.

All new employees who will be assigned work entailing the operation of a City vehicle will be required to submit to a Department of Motor Vehicles driving records check as a condition of their employment. A report indicating a suspended or revoked license status may be cause to deny or terminate employment.

An employee who operates a vehicle that requires a commercial driver's license (CDL) must maintain such license throughout his or her employment. Pursuant to the federal Commercial Motor Vehicle Safety Act of 1986, a commercial driver must notify the City within 30 days of a conviction of any traffic violation, except parking violations, no matter where or what type of vehicle the employee was driving at the time. A copy of the CDL license will be given to the Personnel Officer to be maintained in the employee's personnel file.

Periodic checks of employee's drivers' licenses through visual and formal Department of Motor Vehicles review checks shall be made by supervisors or Department Directors. Any employee who does not hold a valid driver's license will not be allowed to operate a City vehicle until such time as a valid license is obtained.

Any employee performing work that requires the operation of a City vehicle must notify his or her immediate supervisor in those cases where his or her license is expired, suspended, or revoked and/or who is unable to obtain an occupational permit from the State Department of Licensing. An employee who fails to report such an instance to his or her immediate supervisor is subject to disciplinary action, including, but not limited to, demotion or termination. An employee who fails to immediately report such revocation or suspension to his or her supervisor and continues to operate a City vehicle shall be subject to possible termination.

Any information obtained by the City in accordance with this section shall be used by the City only for carrying out its lawful functions and for other lawful purposes in accordance with the Driver's Privacy Protection Act, 18 U.S.C. § 2721 et seq.

SECTION TWO:

WORKPLACE POLICIES

Job Description Policy

A job description, which shall include qualifications, shall be maintained for each City position, including those positions subject to the N.J. Civil Service Commission guidelines. All job descriptions must be approved by the Business Administrator, and the Personnel Officer will make copies available upon request.

Attendance Policy

All employees are expected to be at work and ready to assume their duties at the beginning of the scheduled workday. In the event an employee is tardy reporting to work at his or her scheduled time and the absence was not pre-authorized, the employee must notify his or her immediate supervisor at least one hour prior to the employee's scheduled starting time. The reason for the tardiness and the expected time of arrival must be provided to the employee's immediate supervisor.

An employee who reports to work more than 15 minutes late may be docked pay, and disciplinary action may be taken against an employee.

In the event that an employee is not able to report to work, the employee must notify his or her immediate supervisor each day of the absence and state the reason for the absence. In the event that the absence was pre-authorized, this requirement is waived.

For scheduled absences, requests for scheduled time off must be submitted in writing to the employee's immediate supervisor at least 72 hours in advance. The reason for the absence must be indicated on the request. Vacation requests must be submitted in accordance with the Vacation Leave Policy herein. All requests for time off are subject to approval by the employee's Department Director on a case-by-case basis, with notification within 24 hours to the employee whether the request is granted.

For unscheduled absences, an employee who is not able to report to work must personally contact his or her immediate supervisor at least one hour before the employee's scheduled starting time. The employee must speak directly with the supervisor, indicating the reason for the absence and when the employee expects to return to work. Asking another person to call in on the employee's behalf is not permitted, and leaving a message on an answering device or with a co-worker is also not permitted. Notification requirements may be waived in emergencies.

Notification of an absence to the employee's immediate supervisor does not automatically mean that the absence is authorized. Any time off from work that is without approval from the employee's immediate supervisor is considered an unexcused

absence, which is without pay and may result in disciplinary action, including, but not limited to, termination.

Early Closing and Delayed Opening Policy

In the event of unsafe conditions, the Business Administrator may authorize Department Directors to close operations earlier than the normal working hours. If conditions exist prior to scheduled openings, the Business Administrator shall notify Department Directors of a delayed opening and a new opening time. Each Department will have a system in place to notify employees. If an employee chooses not to report to work, a full vacation day or compensating time will be charged. Sick time will only be charged for absences during these circumstances for a legitimate illness. This provision does not apply to any City employees who may be required to assist in an emergency.

Breaks

Administrative personnel are entitled to a one-hour lunch that is to be arranged by his or her supervisor so that City offices continue to function. Other City employees are entitled to a one-hour lunch break, which will be scheduled by the supervisor. Unless otherwise directed, an employee may leave the work site during the one-hour lunch break.

All employees are entitled to a 15-minute break in the morning and in the afternoon. Administrative personnel must arrange breaks so that offices continue to function. Breaks for other employees will be scheduled by the supervisor.

An employee who is a member of a collective bargaining unit is not covered by the provisions set forth above and should refer to the applicable collective bargaining agreement.

Dress Code Policy

An employee's dress, grooming, and personal hygiene must be appropriate for his or her position. Uniforms are required for certain jobs and are to be worn in accordance with applicable departmental standards or as provided in a collective bargaining agreement. The City provides an allowance towards uniforms and maintenance pursuant to the applicant collective bargaining agreement. Such employees are expected to wear the uniform, or they will be subject to disciplinary action.

All other employees are required to dress in a manner that is normally acceptable in similar business establishments and consistent with applicable safety standards. Employees shall not wear suggestive attire, such as skirts of an inappropriate length or articles of clothing that reveal bare shoulders, backs, or midriffs. Employees shall also not wear athletic clothing, shorts, sandals, T-shirts, novelty buttons, baseball hats, stirrups, stretch pants, tank tops, halter tops and similar items of casual attire that do not present a businesslike appearance. Hair, sideburns, moustaches, and beards must be

clean, combed and neatly trimmed. Shaggy, unkempt hair is not permissible regardless of length. Tattoos and body piercings, other than earrings, may not be visible. With the advance approval of the Business Administrator, the City will make reasonable religious accommodations that do not violate safety standards.
Fridays are designated as casual day, where employees are permitted to dress in a more casual fashion than is normally required. Casual day does not apply to employees who are required to wear uniforms or other types of special clothing. On casual days, employees are still expected to present a neat appearance.

In all cases, the City reserves the right to determine what is acceptable and appropriate. The City reserves the right to send an employee home to change when his or her attire is deemed inappropriate or send him or her home without pay.

No Smoking Policy

The New Jersey Legislature has declared that in all governmental buildings the rights of non-smokers to breathe clean air supersedes the rights of smokers. In accordance with State law, the City has adopted a smoke-free policy for all buildings. City facilities shall be smoke-free, and no employee or visitor will be permitted to smoke anywhere in City buildings. Employees are permitted to smoke only outside City buildings and such locations as not to allow the re-entry of smoke into building entrances. Smoking inside City-owned vehicles and near equipment that may be sensitive to smoke is also prohibited. This policy shall be strictly enforced, and any employee found in violation will be subject to disciplinary action.

Use of Vehicles Policy

City-owned vehicles shall be used only on official business, and all passengers must be on City business. Said vehicles and equipment may not be used for the personal use or private gain of any official or employee, nor for any other purpose which is not in the general public interest.

For compliance with this Policy, the following standards must be met at all times:

- City vehicles and related equipment must remain under the general administrative jurisdiction and direction of the Department Director to whom it is assigned.

- City vehicles must be assigned to specific City officials and employees for specific purposes and tasks. Said vehicles may not be used for any unauthorized purpose nor to conduct personal, private, or non-City-related business.

- City vehicles must always be operated in a safe and responsible manner, and in compliance with all applicable motor vehicle and traffic laws in effect. Employees are responsible for any driving infractions or fines that result from their operation of City vehicles and must report those infractions or fines to their

Department Director. In the event of an accident, regardless of severity, the employee must file an accident report with the applicable Department Director within 24 hours of the accident.

- City vehicles may not be used to transport persons who are not officials or City employees or material unrelated to conducting official City business without direct authorization from the Department Director or the City Council.

- City vehicles must always be maintained in a safe and secure condition when not in use, including being locked and/or under direct observation, and all keys maintained under controlled and authorized jurisdiction of the appropriate Department Director. The employee is responsible for notifying his or her immediate supervisor of any needed maintenance or repair work on a City vehicle.

- No advertisements, signs, bumper stickers or other markings of a political or commercial nature may be displayed on City vehicles at any time, except those of a limited community service and/or commercial nature which have been authorized by a Department Director or the City Council.

- An employee who is also employed by another governmental entity may use a City vehicle for that employment only if the employment is pursuant to an inter-local agreement between the City and the other jurisdiction.

- Vehicles may be taken home only with the advance approval of the Business Administrator, except a Department Director may also grant temporary approval to facilitate responses to after-hours emergency calls. When an employee takes home a City vehicle, it is to be used only for official City business; any other use is not permitted. Any violation of this policy constitutes cause for disciplinary action.

Telephone Usage Policy

City-provided telephones and cell phones are for official business, and accordingly, employees must adhere to the following guidelines:

- City employees must answer a City telephone promptly and speak in a clear, friendly and courteous tone.

- An employee must give the name of the department or office and his or her name when answering a City telephone. If the call is not for the employee who answers, he or she must transfer the caller to the correct party or take a message recording all pertinent information.

- If the call must be placed on hold, the employee who answered the call must return to the line frequently to confirm that the call is being transferred.

- During office hours, each employee must ensure that there is an employee available in the department or office to answer telephones. If the department or office has limited staff, arrangements must be made with another department or office for telephone coverage, or an answering device should be operating.

- Collect calls should not be accepted without the approval of the Department Director or supervisor.

- An employee may not make or receive personal telephone or cell telephone calls during work hours, except in an emergency or to check briefly on family matters.

- An employee may make personal local telephone calls during a meal break; however, such calls should be limited in duration and frequency, and they must not interfere with the performance of the employee's other job duties.

- An employee may not make or receive personal calls on a City telephone or City-issued cellular phone that will result in additional charges to the City, except in an emergency and/or with the Department Director's prior approval. The employee must reimburse the City for the cost of such calls.

- The use of hand-held cell phones while driving City vehicles or while driving on City business is strictly prohibited.

Electronic Mail, Voice Mail, Computer and Internet Usage Policy

City electronic mail ("e-mail"), voice mail, and the Internet are for official business, and use for non-business purposes is prohibited. All e-mail, voice mail, and Internet messages are public records subject to possible disclosure pursuant to the provisions of the Open Public Records Act. Department Directors or assigned personnel have the authority to inspect the contents of any computer equipment, data/files or e-mail of their subordinates in the normal course of their supervisory responsibilities. In addition, the data/files of Department Directors and supervisors may be inspected by the Mayor in the normal course of duty.

The City reserves the right to monitor, obtain, review, and disclose all e-mail messages, computer files, voice mail and Internet messages on the computer and communications systems of the City as is deemed necessary and appropriate.

By using City e-mail, computer systems, voice mail and the Internet, each employee agrees that the City has unrestricted access and the right to disclose all information communicated or stored on the e-mail, computer systems, voice mail and the Internet for any security, health, employment or other legitimate business reasons. Legitimate reasons also include systems maintenance, message routing, retrieval of business information, trouble-shooting hardware and software problems, preventing system misuse, protecting confidential proprietary information, insuring compliance with

software license policies and complying with legal and regulatory requests for information. E-mail shall not be used to harass, torment or disparage another party. Offensive and harassing communications are unacceptable and prohibited.

Except in emergency situations or as part of their officially-assigned or regular or permitted duties, employees are prohibited from taking any photographs, pictures, digital images, or audio recordings of any crime scenes, traffic crashes, arrestees, detainees, people or job-related incidents or occurrences with any personal analog or digital device, camera, imaging device, audio recorder or cellular telephone. This section also applies to off-duty scenarios regarding any law enforcement-related activities. Any photographs, images, or recordings taken with any personal device pursuant to or in violation of this section are considered evidence and are subject to applicable laws, code, guideline or directive concerning storage, release and disposal. Employees who have recorded any photographs, images or recordings with any personal device shall notify their supervisor as soon as practical. For the purposes of this section, an "emergency situation" involves a sudden and unforeseen combination of circumstances or the resulting state that calls for immediate action, assistance or relief and may include accidents, crimes, and flight from accidents or crimes.

Employees are prohibited from releasing or disclosing any photographs, pictures, digital images of any crime scenes, traffic crashes, arrestees, detainees, people, or job-related incidents or occurrences taken with a personal or agency analog or digital device, camera or cellular telephone to any person, entity, business, or media or Internet outlet, whether on- or off-duty, without the express written permission of the Business Administrator.

Employees who maintain personal web pages and web sites, including, but not limited to, Facebook, YouTube, MySpace, Twitter, Instagram, etc., shall not post information on such sites that would constitute a violation of the City's personnel policies if expressed or published using any other medium or in any other manner. The posting of words, phrases, photographs, images or any kind of information on a personal web site may be grounds for the imposition of disciplinary action against the employee if the words, phrases, photographs, images or information adversely reflect on the employee's fitness for duty or constitutes a violation of the City's personnel policies.

Employees are also prohibited from the following conduct- a list that is intended to be illustrative and not exhaustive:

- Any illegal activity or violation of copyright laws, including the copying or distribution of copyrighted materials without the author's permission.

- Distributing chain letters.

- Transmitting e-mail containing confidential or proprietary information or trade secrets.

- Any form of slander or defamation.

- Verbal or written obscenities, vulgarities, or threats of harassment.

- Transferring obscene or suggestive messages or graphic images.

- Any unauthorized commercial activity.

- Accessing a site that contains sexually-explicit or otherwise offensive material.

- Accessing, or attempting to access, the computer files, e-mail or voicemail messages of a coworker without appropriate authorization from the coworker or supervisor.

- Using another person's password to gain access to the network.

- Harming or destroying data/files, other than editing or deleting information in the normal course of their job duties.

- Using personal software.

- Using entertainment software, such as games or puzzles.

- Engaging in instant messaging, KAZAA, Morphius, MP3 downloading or other Point-to-Point services, unless otherwise approved by a Department Director.

- Installing or using any hardware or software not owned by the City.

- Installing or using City-owned hardware or software for any use other than City-related business.

- Reproducing, transferring, downloading, modifying, deleting or sharing City data or files with any business or other non-City enterprise or for the employee's personal use

- Installing or knowingly and willfully propagating any software that an employee is aware, or has reason to believe, contains a computer virus, worm, Trojan horse or trap-door program code.

Violations

Individuals violating this policy shall be subject to appropriate disciplinary actions. Discipline may include but is not limited to:

1. Use of the network(s)/computers only under direct supervision;
2. Suspension of network privileges;
3. Revocation of network privileges;
4. Suspension of computer privileges;

5. Revocation of computer privileges;
6. Suspension;
7. Dismissal;
8. Legal action and prosecution by the authorities; and/or
9. Any appropriate action that may be deemed necessary as determined by the City.

Bulletin Board Policy

The bulletin boards located in City Hall and other City-owned facilities are intended for official notices regarding policies, procedures, meetings and special events. Only personnel authorized by the Business Administrator may post, remove, or alter any notice.

SECTION THREE:

PAID AND UNPAID TIME OFF POLICIES

Scope:

These policies cover non-union employees. They also cover union employees to the extent that their collective bargaining agreements do not cover these issues.

Paid Holiday Policy

The City observes the following holidays, and therefore, employees are entitled to the following paid holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

A holiday falling on a Saturday will be observed on the preceding Friday, and a holiday falling on a Sunday will be observed on the following Monday.

All permanent, full-time employees are eligible for holiday pay at their regular rate of pay. Part-time, temporary, and seasonal employees are not eligible for holiday pay.

Unless otherwise authorized, employees must work the scheduled workday before and after a designated holiday in order to receive holiday pay.

In addition to the dates of observance for the above-designated holidays, the City and unions will designate an additional holiday annually.

A full-time FLSA non-exempt employee who is required to work on a designated holiday will receive holiday pay plus wages at one and one-half times the employee's regular rate of pay. An employee called out to work on New Year's Day, Easter Sunday, Thanksgiving Day or Christmas Day shall receive a stipend of $90.00, which shall not apply to employees who are working overtime that day. A part-time, temporary or seasonal employee who works on a designated holiday will be paid at the employee's regular rate of pay.

Employees who are members of a collective bargaining unit are not covered by these provisions and should refer to the applicable collective bargaining agreement.

Vacation Leave Policy

Full-time employees are eligible for paid vacation leave in accordance with this policy. Part-time and ten-month employees will be credited with 10 days of paid vacation leave, proportionate to the number of months worked in a year, in anticipation of continued employment. Temporary and seasonal employees are not eligible for paid vacation leave but may be allowed to take time off without pay provided that the employee has prior approval from the Department Director.

The amount of vacation leave is based on the average number of hours an employee is normally scheduled to work each week. An employee may take vacation leave only after this has been credited. The employee will be credited on January 1 for the vacation leave earned during the previous year. Years of service as of January 1 determine the amount of vacation leave accrued.

A newly-hired, full-time employee will receive one working day for the initial month of employment if the employee begins work on the 1st through 8th day of the calendar month, and one-half working day if the employee begins work on the 9th through 23rd day of the month. After the initial month of employment and up to the end of the first calendar year, a newly-hired full-time employee will receive one working day for each month of service. A part-time and 10-month employee will be credited with a maximum of 10 days of paid vacation leave within the first calendar year of employment. After that date, a full-time employee will be credited with paid vacation leave in accordance with a

vacation schedule that relates the number of years of service with a corresponding amount of vacation leave.

Information regarding the number of years of service and the associated number of vacation days credited is available from the Department Director or Payroll Division. An employee who is a member of a collective bargaining unit should refer to the applicable collective bargaining agreement for this information.

An employee must receive prior approval from the employee's Department Director to take vacation leave. Vacation requests should be submitted by no later than December 31 of each calendar year. Timely requests will be honored in order of seniority within each operational unit, which will be determined by the Department Director. The Department Director will have total discretion in the approval of vacation leave and will make decisions in order to maintain minimum manpower requirements. Vacation leave credits may not be used in increments of less than one-half day.

An employee may carry over one year's vacation leave credits remaining unused at the end of the last business day of the calendar year into the succeeding year only. If not taken by the end of the succeeding year, the vacation leave credits will be forfeited. An exception to this policy is that vacation leave not taken in a given year because of duties directly related to a state of emergency declared by the Governor may accumulate at the discretion of the appointing authority and approved by the N.J. Civil Service Commission. Use of or compensation for such leave shall not be subject to collective negotiation or collective bargaining.

In the event a designated holiday occurs on an employee's normal workday and the employee is on paid vacation, the employee will receive holiday pay for the day, and the employee's vacation leave credits will not be charged for that day.

An employee who resigns, retires, or is laid off will receive cash payment for eligible unused vacation leave to which the employee is properly entitled at the employee's then-current rate of pay up to a maximum of two year's vacation leave credit. To be eligible to receive this payment, an employee who is to resign or retire must give written notice at least two weeks in advance of the last day of employment. Use of vacation leave in anticipation of resignation without advanced notification to the City of such resignation may result in the City seeking repayment for paid vacation leave.

In the event an employee leaves his or her employment due to disciplinary action, the employee will not receive a settlement for unused vacation leave. In cases of death of an employee, the City will pay the employee's estate for any eligible unused vacation leave.

An employee who is a member of a collective bargaining unit is not covered by the Vacation Leave provisions set forth herein and should refer to the applicable collective bargaining agreement.

Personal Leave Policy

Full-time employees are eligible for one day of paid personal leave each year, which will be credited on January 1 of each year. An employee may only take personal leave after it has been credited.

An employee may use a personal day to conduct personal business that cannot be conducted outside of normal working hours, non-emergency medical and dental appointments and personal emergencies. In no event may a personal day be used on the scheduled workday immediately prior to or following a holiday or vacation, in lieu of sick leave or other leaves of absence, except to extend bereavement leave. A personal day may not be used in increments of less than one-half day.

Part-time, temporary, and seasonal employees are not eligible for paid personal leave.

New employees will be credited with one day of paid personal leave after being hired on each January 1 thereafter.

An employee must receive prior approval from the employee's Department Director to take a personal day. The Department Director will have total discretion in the approval of personal leave.

Any unused personal leave credits are forfeited at the end of each calendar year if they are not used.

An employee whose employment with the City is terminated for any reason, including retirement, will not receive cash payment for unused personal leave.

An employee who is a member of a collective bargaining unit is not covered by the Personal Leave Policy and should refer to the applicable collective bargaining agreement.

Sick Leave Policy

Full-time employees are eligible for paid sick leave in accordance with this policy. A part-time and ten-month employee is eligible for paid sick leave on a prorated basis. Temporary and seasonal employees are not eligible for paid sick leave.

Full-time employees will be credited with 15 days of paid sick leave each January 1 in anticipation of continued employment. Part-time employees will be credited with 10 days of paid sick leave each January 1 in anticipation of continued employment. Sick leave is based on the average number of hours an employee is normally scheduled to work each week.

A newly-hired employee will be credited with one day of sick leave credit for the initial month if work begins on the 1st through 8th day of the month, and one-half day of sick leave credit for the initial month if work begins on the 9th through 23d day of the month.

After the initial month, the employee will be credited with one working day per month for each month of service up to the end of the first calendar year.

An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence.

In the event an employee must take sick leave, the employee must notify the immediate supervisor at least one hour before the employee's scheduled reporting time. The notification must be made personally to the immediate supervisor, unless the immediate supervisor authorizes the use of an answering device for this purpose. Unless an extended sick leave absence has been authorized, the employee must notify the employee's immediate supervisor each day of the absence. These procedures must be followed to receive paid sick leave.

Sick leave may be used because of personal illness or injury, exposure to contagious disease, care of a seriously-ill immediate family member (for a reasonable period of time), and death in the employee's immediate family (for a reasonable period of time). Sick leave may be used by a disabled employee for absences related to the acquisition or use of an aid function on the job (reasonable proof may be required). Sick leave credits may not be used in increments of less than one-half day. Department Directors shall have sole discretion as to what constitutes "a reasonable period of time," as referred to above.

The City may require medical verification of an employee's absence if the City perceives one or more of the following: (i) the employee is abusing sick leave, (ii) the employee has used an excess amount of sick leave; or (iii) when an employee is absent for more than five consecutive workdays due to an illness or injury. If an employee is on an authorized leave of absence, the provisions of the Family and Medical Leave Policy in the Handbook shall apply.

Any employee who, after investigation, is found to have abused the use of sick leave or falsifies supporting documentation will be subject to disciplinary action.

An employee does not receive payment for accumulated sick leave not taken at the time of retirement. An employee who resigns or whose employment with the City is terminated does not receive payment for accumulated sick leave not taken at the time of separation.

Sick leave incentive:
If an employee does not take sick leave for specific periods of time during the calendar year (e.g. full year, January 1 through April 30, etc.), the employee shall receive full year or partial period incentive payments. Information regarding the specific periods of time and the associated incentive payment is available from Department Directors and the Personnel Officer. An employee who is a member of a collective bargaining unit should refer to the applicable collective bargaining agreement for this information. An absence totaling five days or more in a calendar year shall render the employee ineligible for partial period payments. The money shall be paid in January of the following year.

Employees must consistently conform to time record/time clock rules to be eligible for incentive pay. For the purpose of this benefit, consistent conformance is defined as "failing to punch a time clock, less than ten working days during the year, when beginning or ending work."

Bereavement Leave Policy

In the event of a death of a full-time employee's immediate family member, the employee may take a paid leave for up to three consecutive days from the employee's regularly-scheduled work. Such leave will not be subtracted from any of the employee's leave credits. A part-time, temporary or seasonal employee is not eligible for paid bereavement leave but may be allowed to take time off without pay provided the employee has prior approval from the Department Director.

For purposes of bereavement leave, "immediate family member" will mean the following: spouse, parent, stepmother, brother, mother-in-law, grandmother, guardian, brother-in-law, child, stepchild, stepfather, sister, father-in-law, grandfather, grandchild, and sister-in-law.

With authorization from the employee's Department Director, an employee may use vacation leave credits and/or personal leave credits to extend a bereavement leave. The Department Director will have total discretion in the approval of an employee's extended bereavement leave, based upon the needs of the department.

In the event of a death of a full-time employee's family member who is a relative not included in the definition of immediate family, the employee may use leave credits and/or personal leave credits. The Department Director will have total discretion in the approval of an employee's bereavement leave based upon the needs of the department.

An employee who is a member of a collective bargaining unit is not covered by the Bereavement Leave provisions set forth above and should refer to the applicable collective bargaining agreement.

Jury Duty Policy

Except as otherwise provided by a collective bargaining agreement, the following procedure shall apply regarding jury duty.

Jury leave:
In the event a full-time employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive paid jury duty leave for the employee's normal work hours. Such leave will not be subtracted from any of the employee's leave credits. A part-time, temporary, or seasonal employee shall receive paid jury duty leave if the employee is scheduled to work for the City on the day the jury duty is served. An employee is obligated to notify the Commissioner of Jurors that the City is paying the

employee's full pay during jury duty. An employee can collect and keep any mileage expense reimbursement that may be issued by the court system for performing jury duty. Any other fees received must be submitted to the City.

Notification of jury duty:

When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the employee's immediate supervisor.

Return to duty:

If an employee is released early from jury duty on a given day, the employee must contact his or her immediate supervisor to discuss reporting requirements.

Accrual of benefits:

The City will continue to provide health insurance benefits for an eligible employee during the jury leave. Vacation leave, sick leave and holiday benefits will continue to accrue during jury duty leave.

Leave of Absence Policy*

Employees may be granted a personal leave of absence for up to six months at the sole discretion of the Business Administrator if the leave does not cause undue operational disruption. The leave must include the use of any accrued vacation and sick leave time, regardless of the length of leave requested. The portion of the leave that runs beyond the exhaustion of vacation and sick leave will be without pay or longevity credit. In exceptional circumstances, the Business Administrator may extend a leave of absence for an additional six months, if such extension is considered in the best interests of the City.

Personal leaves are not granted for the purpose of seeking or accepting employment with another employer, or for extended vacation time. Employees on personal leave of absence for more than two weeks in any month will not receive holiday pay, and will not accrue personal leave, sick leave, or vacation time for that month. Health benefits may also be impacted. Refer to the City's Health Benefits Policy. A personal leave is granted with the understanding that the employee intends to return to work for the City. If the employee fails to return within five business days after the expiration of the leave, the employee shall be considered to have resigned.

Family and Medical Leave Act Policy*

Employees may be eligible for an unpaid family and medical leave under the federal Family and Medical Leave Act ("FMLA"). Employees also may be eligible for family and/or medical leave pursuant to the New Jersey Family Leave Act ("FLA"). In order to be eligible for such leave, employees must have: one (1) year of service with the City;

and, at least 1,000 hours of work (for New Jersey leave) and 1,250 hours of work (for Federal leave) during the previous twelve (12) months. Eligible employees may receive up to twelve (12) weeks of leave per year (FMLA) or twelve (12) weeks every twenty-four (24) months (FLA).

During the leave period, the employee's health benefits will be continued on the same conditions as coverage would have been provided had the employee been employed continuously during the entire leave. The employee will not continue to accrue vacation, sick, or personal days for the period of the leave. The employee will receive seniority credit for the time that the employee has been on leave under this section. At the conclusion of the leave period, an eligible employee is entitled to reinstatement to the position the employee previously held or to an equivalent one with the same terms and benefits that existed prior to the exercise of leave.

Upon written notice, eligible employees are entitled to a family or medical leave for up to twelve weeks to care for a newly born or adopted child or a seriously ill immediate family member, including civil union partner, or for the employee's own serious health condition that makes the employee unable to perform the functions of the employee's position. Eligible employees who take leave under this policy must use all accrued available vacation and personal days during the leave. The use of accrued time will not extend the leave period. After exhausting accrued time, the employee will no longer be paid for the remainder of the leave.

The period of leave must be supported by a physician's certificate. An extension past twelve weeks can be requested, but medical verification of the need must be submitted prior to the expiration of the leave. The City reserves the right to deny any request for extended leave. Additional information concerning the Family Leave Policy and eligibility requirements are available from the Personnel Officer.

Beginning July 1, 2009, Family Temporary Disability ("FTD") payments for up to six (6) weeks in a twelve (12) month period became available for eligible employees who are caring for a seriously ill immediate family member who is incapable of self-care or care of a newborn or adopted child. To be eligible, the employee must have worked at least 20 weeks at minimum wage within the last 52 weeks or earned 1000 times the minimum wage. The weekly benefit is 2/3 of weekly compensation up to a maximum of $524 per week (this amount is subject to change). FTD runs concurrently with FMLA and/or FLA leaves and there is a one week waiting period. Employees may also be required to use accrued sick, vacation, or personal leave for up to two weeks.

Employees taking paid family leave in connection with a family member's serious health condition may take leave intermittently or consecutively. Intermittent leave is not available for the care of a newborn or adopted child. Intermittent leave may be taken in one day increments. An employee seeking intermittent paid family leave is required to provide the City with 15 days' notice unless an emergency or other unforeseen circumstance precludes prior notice. The employee seeking intermittent leave shall make a reasonable attempt to schedule leave in a non-disruptive manner. Employees

requesting such leave shall provide the City with a regular schedule of days for intermittent leave.

Employees may also be eligible for an unpaid leave for up to twenty-six (26) weeks in a year to care for a family member on active duty in the military or up to twelve (12) weeks in a year for a qualifying exigency. A qualifying exigency occurs when a member of the National Guard or Reserves is called to active duty and a close member of his/her family must attend official ceremonies or family support or assistance meetings, there is a short-notice deployment, to attend to childcare matters, attend to financial and/or legal matters, or counseling.

Military Leave Policy

When a full-time employee, either permanent or temporary, who is a member of the reserve component of any United States armed force or the National Guard of any state, including the Naval Militia and Air National Guard, is required to engage in field training or is called for active duty, the employee will be granted a military leave of absence for the duration of the service. The first thirty (30) workdays of the leave shall be with full pay except that a member of the New Jersey National Guard shall receive full pay for the first ninety (90) days. **(Thereafter, the leave shall be without pay but without loss of time) or (thereafter, the employee shall be paid the difference between military salary and the employee's regular salary.)** The paid leave will not be counted against any available time off, including, but not limited to, vacation, sick, or personal time. A full-time temporary employee who has served less than one-year shall not be entitled to paid leave but shall be granted non-paid military leave without loss of time.

Employees on military service will also continue to receive paid health insurance coverage during the period of the paid leave, plus an additional thirty (30) calendar days after the paid leave is exhausted. After this period has expired, employees may continue coverage for themselves or their dependents under the City group plan by taking advantage of the COBRA provision. Members of the State administered retirement systems (PERS and PFRS) will continue accruing service and salary credit in the system during the period of paid leave.

Pursuant to the Uniformed Services Employment and Reemployment Rights Act, any employee released from active duty under honorable circumstances shall return to work without loss of privileges or seniority within the following time limits: for service less than thirty-one (31) calendar days, the employee must return to work on the beginning of the first regularly scheduled workday or eight (8) hours after the end of military duty, with reasonable allowances for commuting; for service of thirty-one (31) to one hundred eighty (180) calendar days, the employee must submit an application for reinstatement within fourteen (14) calendar days after completing military duty; for service greater than one hundred and eighty (180) calendar days, the employee must submit an application for reinstatement within ninety (90) calendar days after completing military duty.

SECTION FOUR:

COMPENSATION & EMPLOYEE BENEFITS POLICIES

Scope:

These policies cover non-union employees. They also cover union employees to the extent that their collective bargaining agreements do not cover these issues.

Direct Deposit Policy

The City may require all employee compensation to be directly deposited into checking, savings, and/or share accounts. Employee compliance will be mandatory with the exception of seasonal and temporary employees. N.J.S.A. 52:14-15a with New Jersey P.L. 2013, c.28 as amended by Assembly Bill No. 720.

Payroll Policy

Salary ranges are established by ordinance, and the salary must fall within the minimum and maximum ranges for the employee's title. Employees are paid biweekly, and paychecks will be issued on Wednesdays.

The City will not accept responsibility for any employee's personal finances. The City will acknowledge judgments against an employee's pay, but will not act as a mediator between the employee and creditors.

Overtime Compensation Policy

Under the Federal Fair Labor Standards Act, certain employees in managerial, supervisory, administrative, computer, or professional positions are exempt from the provisions of the Act. Under this Act, there are also employees who may be exempt because their compensation exceeds a certain amount per year depending upon their job duties. The Personnel Officer shall notify all Exempt employees of their status under the Act. Exempt employees are not eligible to receive overtime compensation and are required to work the normal workweek and any additional hours needed to fulfill their responsibilities. Time off consideration for large amounts of additional hours may be provided with the Business Administrator's prior approval and at the sole discretion of the Business Administrator.

All other employees are classified as Non-Exempt under the Federal Fair Labor Standards Act and are subject to the provisions of the Act. Depending on work needs, Non-Exempt employees may be required to work overtime. Non-Exempt employees are not permitted to work overtime unless the overtime is budgeted and approved by the

Department Director. An employee is not entitled to overtime pay for additional hours worked without the proper authorization. Non-Exempt employees working overtime without prior approval will be subject to disciplinary action.

Non-Exempt employees will receive overtime compensation for hours worked in excess of the employee's normal workweek in a weekly period. Employees may choose overtime compensation in the form of overtime pay at their regular hourly salary or compensatory time off. The maximum number of hours that an employee may accrue for future compensatory time off is two-hundred and forty (240) hours. The intent of compensatory time off in lieu of overtime payment is to provide time in addition to vacation leave and personal leave for an employee to earn time off the job. The employee and management should make every effort to use all compensatory leave credits within the calendar year that they are earned at times mutually agreed between the employee and Department Director in a way that does not unduly disrupt Department operations.

Once this maximum has been accumulated, all additional hours will be compensated by overtime pay. Accrued and taken overtime compensating hours must be noted on the employee's time sheet.

Non-Exempt employees will receive one and one-half hours of overtime compensation for each hour worked in excess of forty hours in a weekly period. For purposes of overtime compensation, hours worked are computed to the nearest one-half hour per day. Previously scheduled vacation time and holiday time are considered time worked for purposes of determining overtime compensation, but sick time and personal time are not.

Health Insurance Policy

Employees and their immediate family members, including a civil union partner, are provided health insurance coverage. The City reserves the right to change provider networks, claims agents, and insurance mechanisms (fully insured versus health insurance fund, e.g.). The complete benefit plan is on file in the Personnel Officer's office and a Summary Plan Description will be provided to all employees. Benefit levels for non-unionized employees are subject to change at the discretion of the City.

Eligibility - The City will make available medical insurance coverage to each full-time employee and Elected Official and their eligible family members. A part-time, temporary, or seasonal employee is not eligible for medical insurance coverage.

Plan - The City Council may, at its discretion, change the medical insurance plan at any time, including, but not limited to, type of coverage, and type of carrier.

When Coverage Begins - Coverage will begin on the first day of the month following the completion of two full calendar months of employment, or on the Elected Official's first day of office, provided all eligibility requirements of the insurance plan are met.

Premium Payment - The City will pay the full premium for individual, double (parent/child), or family medical insurance coverage, as the case may be, for each eligible full-time employee or Elected Official.

Union Employees - An employee who is a member of a collective bargaining unit is not covered by the *Medical Insurance* provisions set forth immediately above and should refer to the applicable collective bargaining agreement.

Health insurance coverage for employees on a Leave of Absence or who cease City employment will terminate at the end of the month in which the leave begins or employment is terminated, except coverage will continue for up to twelve weeks for employees on leave pursuant to the Family and Medical Leave Act and up to thirty weeks for employees on Military Leave. Upon termination of coverage, employees may extend health insurance coverage for themselves or their dependents by taking advantage of the Public Health Services Act provision for a period of up to eighteen months to thirty-six months. All newly hired employees and their spouses shall receive a notice of Cobra rights upon being hired. For more information, consult the Personnel Officer.

Employees who retire with twenty–five years of service to the City may continue to receive paid health insurance coverage. Employees receiving retiree health benefits must notify the Personnel Officer in writing, with proof of enrollment, when they become eligible for Medicare Parts A and B. For more information, consult the Personnel Officer.

Dental Benefits Policy

The City makes available a dental plan to full-time employees and elected officials. Part-time, temporary, or seasonal employees are not eligible for this plan. Dental coverage will begin on the first day of the month following the completion of two full calendar months of employment or on the elected official's first day of office, provided all eligibility requirements of the dental plan have been met. The City will pay the full premium for an individual, double (**married couple**) or family dental plan, as the case may be.

The City makes available dental coverage to all eligible, full-time employees or elected officials who have retired from the City with the appropriate number of years of service. Coverage is also available for eligible dependents if they were covered under the City's dental insurance plan at the employee's date of retirement. To be eligible for coverage, the retiree must have at least 25 years of service in a New Jersey accredited pension system. The City Council may, at its discretion, change the dental plan at any time, including, but not limited to, type of coverage, retiree contributions, and type of carrier. The City will pay the full premium for individual dental coverage for each eligible retiree.

An employee who is a member of a collective bargaining unit is not covered by the provisions set forth immediately above and should refer to the applicable collective bargaining agreement.

Drug Prescription Benefit Policy

The City will make available a prescription drug plan to each eligible, full-time employee and elected official. Coverage will begin on the first day of the month following the completion of two full calendar months of employment or on the elected official's first day of office, provided all eligibility requirements of the prescription drug plan are met. The City will pay the full premium for an individual, double (**married couple**) and family prescription plan, as the case may be.

The City will make available prescription drug plan coverage to an eligible full-time employee or elected official who retires from the City with the appropriate number of years of service. Coverage is also available for eligible dependents if they were covered under the City's prescription drug plan at the employee's date of retirement. To be eligible for coverage, the retiree must have at least twenty-five (25) years of service in a New Jersey accredited pension system or after twenty (20) years of service in such a system and attained 62 years of age. The City Council may, at its discretion, change the prescription drug plan at any time, including, but not limited to, type of coverage, retiree contributions and type of carrier. The City will pay the full premium for individual prescription drug plan coverage for each eligible retiree.

An employee who is a member of a collective bargaining unit is not covered by this policy set forth immediately above and should refer to the applicable collective bargaining agreement.

Optical Benefit Policy

The City will make available an optical plan to each eligible, full-time employee and elected official. Coverage will begin on the first day of the month following the completion of two full calendar months of employment or on the elected official's first day of office, provided all eligibility requirements for the optical plan are met. The City will pay the full premium for an individual or family optical plan, as the case may be.

The City will not make available optical plan coverage to full-time employees or elected officials who retire from the City.

An employee who is a member of a collective bargaining unit should refer to the applicable collective bargaining agreement.

Deferred Compensation Policy

The City offers the opportunity to participate in a City-sponsored Section 457 plan. The benefit of participating in the Section 457 plan is that an employee's contributions to the plan are deducted from the employee's paycheck before federal, state, and Social Security taxes are calculated. This reduces the employee's taxable income and increases net wages. Information about this plan is available from the Personnel Office.

Retirement Policy

Under State law, all employees must enroll in the New Jersey Public Employees Retirement System or the Police and Fire Fighters Retirement System, as applicable. The employee's contribution to the Plan will be deducted from the employee's pay.

An employee who has completed the required number of years and who has reached the required age under the Plan may retire by notifying his or her Department Director in writing. The State retirement plans request six months' advance notice to process the application. After giving notice of retirement, employees are expected to assist their supervisor and co-employees by providing information concerning their current projects and help in the training of a replacement. The Department Director will prepare an Employee Action form showing any pay or other money owed the employee. The Personnel Officer will conduct a confidential exit interview to discuss benefits including COBRA options, appropriate retirement issues, and pay due. A COBRA notification letter will be sent to the employee's home address. The exit interview will also include an open discussion with the employee. On the last day of work, and prior to receiving the final paycheck, the employee must return the Employee Identification Card, all keys, and equipment. At this time, the employee will sign the termination memo designating all money owed and this memo will be retained in the official personnel file.

Workers' Compensation Policy

Employees who suffer job-related injuries and illnesses may be entitled to medical expenses, lost income, and other compensation under the New Jersey Workers Compensation Act. The City covers workers compensation benefits through its membership in a joint insurance fund.

Any occupational injury or illness must be immediately reported to the supervisor or Department Director. The Department Director will notify the Personnel Officer, who will assist the employee in completing and submitting the required forms.

All required medical treatment must be performed by a Workers Compensation Physician appointed by the joint insurance fund. The City reserves the right to select or designate its choice of physician, surgeon, hospital, and/or any medical provider for treatment of job-related injury or illness. If an employee received medical care from a provider without the City's prior written authorization, payment for unauthorized medical treatment may not be covered pursuant to the Act.

The City will continue medical insurance coverage for the employee in accordance with the provisions of the Family and Medical Leave Policy in the Handbook.

An employee who is a member of a collective bargaining unit is not covered by the Workers' Compensation Policy set forth above and should refer to the applicable collective bargaining agreement.

Educational Assistance and Training Policy

Upon the Business Administrator's prior written authorization, a full-time employee may be reimbursed for a portion of his or her educational expenses directly related to the employee's job responsibilities. Each expense must be pre-approved by the employee's Department Director, which approval is subject to sufficient funds in the budget. Employees are strongly urged to obtain this determination before enrolling in a course or program.

Expense Reimbursement Policy

An employee or elected official will be reimbursed for expenses associated with carrying out City business, including, but not limited to, meals, lodging, mileage, parking, highway tolls and training, and membership fees after the Department Director gives authorization and the City Council approves the reimbursement. All required documentation and corresponding receipts must be submitted to the employee's immediate supervisor in order for the reimbursement to be processed.

An employee who is directed by his or her Department Director or supervisor to use the employee's own vehicle to conduct City business will be reimbursed at the current U.S. Internal Revenue Service mileage rate.

An employee will be reimbursed for training courses that are directly related to the employee's present job after the Department Director gives authorization and the City Council approves the reimbursement. Employees must first seek approval from their Department Director before the request is presented to the City Council.

Upon the Business Administrator's authorization, an employee required to hold membership in a professional organization as part of the employee's job will be reimbursed for any required dues and/or fees.

An employee who is a member of a collective bargaining unit is not covered by this Expense Reimbursement Policy and should refer to the applicable collective bargaining agreement.

CONFLICT OF INTEREST FORM

Pursuant to the Employee Handbook, I understand that I must abide by the Conflict of Interest Policy. Other than my employment with the City of Hoboken, I have been compensated for employment, including, but not limited to, by the following individuals and/or entities:

Individual/entity name	Individual/entity address

Receipt for Employee Handbook

I acknowledge that I have received a copy of the City's Employee Handbook. I agree to read it thoroughly. I agree that if there is any policy or provision in the Handbook that I do not understand, I will seek clarification from my supervisor, Department Head, or the Personnel Officer. Unless otherwise provided by the New Jersey Civil Service Act or applicable collective negotiations agreement, I understand that the City is an "at will" employer, and consistent with applicable Federal and State law, , employment with the City is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice.

No supervisor or other representative of the City has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. In addition, I understand that this Handbook states the City's personnel policies in effect on the date of publication. I understand that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract with City for benefits or for any other purpose. I also understand that these policies are continually evaluated and may be amended, modified, or terminated at any time.

Please sign and date this receipt and return it to the Personnel Officer.

Date: _____

Signature: _____

Print Name: _____

Department: _____

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 19 2016

A10

INTRODUCED BY:
SECONDED BY:

CITY CLERK

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION OF SUPPORT FROM THE CITY COUNCIL OF THE CITY OF HOBOKEN AUTHORIZING THE SUBMISSION OF A SUSTAINABLE JERSEY GRANT APPLICATION

WHEREAS, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic and social objectives are balanced and mutually supportive; and,

WHEREAS, the City of Hoboken strives to save tax dollars, assure clean land, air and water, improve working and living environments; and,

WHEREAS, the City of Hoboken is participating in the Sustainable Jersey Program and has been certified at the Bronze Level since October 2014; and,

WHEREAS, one of the purposes of the Sustainable Jersey Program is to provide resources to municipalities to make progress on sustainability issues, and they have created a grant program called the Sustainable Jersey Small Grants Program; and,

WHEREAS, the City Council of the City of Hoboken has determined that the City of Hoboken should apply for the aforementioned Grant.

NOW, THEREFORE, BE IT RESOLVED, that City Council of the City of Hoboken, hereby authorizes the submission of the aforementioned Sustainable Jersey Grant; and,

BE IT FURTHER RESOLVED that the Mayor and Business Administrator are hereby authorized to sign the grant agreements on behalf of the City of Hoboken, and that their signature constitutes acceptance of the terms and conditions of the grant agreements and approves the execution of the grant agreements; and,

BE IT FURTHER RESOLVED that the City Council of the City of Hoboken authorizes the Mayor and Business Administrator to accept and spend any funds received in accordance with the terms and conditions as specified in the grant.

Meeting date: October 19, 2016

APPROVED:

STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino				

CITY OF HOBOKEN
Department of Community Development

DAWN ZIMMER
Mayor

BRANDY FORBES
Director

MEMORANDUM

DATE: October 14, 2016

TO: Stephen D. Marks, PP, AICP, CFM, LEED GA, Business Administrator

CC: Leo Pellegrini, Director of Human Services
Patrick Wherry, Office of the Business Administrator
Christopher Sprague, Millennium Strategies

FROM: Jennifer Gonzalez, AICP, Principal Planner

RE: Application to Sustainable Jersey Small Grants Program for LED Lighting in Church Square Park and Stevens Park

Hoboken has been certified as a "Bronze" level community under the Sustainable Jersey Program since 2011. As a certified community, Hoboken is eligible to compete for grants from the Sustainable Jersey Small Grants Program.

For this grant cycle, the Small Grants Program is partnering with the Gardinier Environmental Fund to fund projects that focus on energy conservation, efficiency and renewable energy. Projects may fall into the following categories: innovative energy projects; energy resiliency including microgrids and/or energy storage; renewable energy installations; alternative fuel vehicle policies, programs, and infrastructure; building efficiency upgrades; energy education projects and renewable energy studies and engineering. Approximately 7 awards are expected to eligible communities, including two $30,000 awards and five $10,000 awards. The total funding available is $150,000.

The application deadline is October 28, 2016 and requires a City Council resolution. Applicants may submit only one application for this grant cycle. Matching is encouraged but not mandatory (with the exception of state sponsored or utility sponsored incentive programs).

City staff proposes to apply for a grant under the "Building Efficiency Category" for the replacement of existing High Intensity Discharge (HID) light fixtures in Church Square and Stevens Park with high efficiency light-emitting diode (LED) light fixtures. LED fixtures are superior to traditional HID fixtures

in four major areas: efficiency, lifespan, durability, and low maintenance. LEDs can save money over the long-term (LED fixtures last four times longer than HID fixtures), require no warm-up, have no toxic chemicals, and have virtually no maintenance expenses (HID fixtures require regular relamping and ballast replacement).

Facility Solutions Group (FSG), the City's existing contractor for lighting upgrades under the Direct Install Program, estimated the project cost at $42,000 for Church Square Park and $38,000 for Stevens Park. Estimated project costs include a one for one LED pole head replacement. FSG is preparing a detailed cost estimate to include with the grant application. The City proposes to apply for a grant in the amount of $30,000. The Department of Human Services (Parks) budget line items/capital budget would provide matching funds, estimated at $50,000, to complete the project.

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 19 2016

CITY CLERK

A10

INTRODUCED BY:
SECONDED BY:

CITY OF HOBOKEN
RESOLUTION NO. _____

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WHEREAS, the City of Hoboken is participating in the Sustainable Jersey Program and has been certified at the Bronze Level since October 2014; and,

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Meeting date: October 19, 2016

APPROVED:

STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino				

CITY OF HOBOKEN
Department of Community Development

DAWN ZIMMER
Mayor

BRANDY FORBES
Director

MEMORANDUM

DATE: October 14, 2016

TO: Stephen D. Marks, PP, AICP, CFM, LEED GA, Business Administrator

CC: Leo Pellegrini, Director of Human Services
Patrick Wherry, Office of the Business Administrator
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FROM: Jennifer Gonzalez, AICP, Principal Planner

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in four major areas: efficiency, lifespan, durability, and low maintenance. LEDs can save money over the long-term (LED fixtures last four times longer than HID fixtures), require no warm-up, have no toxic chemicals, and have virtually no maintenance expenses (HID fixtures require regular relamping and ballast replacement).

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A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. MEETING HELD ON: OCT 19 2016

E1

INTRODUCED BY: _____
SECONDED BY: _____

CITY CLERK

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CHANGE ORDER IN THE AMOUNT OF $7,000.00 TO THE CITY'S CONTRACT WITH LOU'S LANDSCAPING & DESIGN, INC. FOR THE PROVISIONS OF STEVENS PARK SIDEWALK IMPROVEMENT PROJECT IN ACCORDANCE WITH THE PROPOSED CHANGE ORDER REQUEST SUBMITTED BY BOSWELL ENGINEERING

WHEREAS, the City Council of the City of Hoboken awarded a contract to Lou's Landscaping & Design, Inc. for the Stevens Park Sidewalk Improvement Project by way of resolution dated September 7, 2016 pursuant to their bid proposal in the amount of $122,025.00; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is being asked to award Change Order #1 to this contract, pursuant to the proposal of Boswell Engineering dated October 11, 2016, which is attached hereto, in the amount of $7,000.00, for a new total contract amount of $129,025.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that Change Order #1 shall be awarded as delineated above in the amount of $7,000.00 in accordance with Boswell Engineer's proposal dated October 11, 2016 and,

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the referenced proposals shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary hereafter shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.

Meeting date: October 19, 2016

APPROVED:

STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco				
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CHANGE ORDER TO THE CITY'S CONTRACT WITH LOU'S LANDSCAPING & DESIGN, INC. FOR THE PROVISIONS OF STEVENS PARK SIDEWALK IMPROVEMENT PROJECT IN ACCORDANCE WITH THE PROPOSED CHANGE ORDER REQUEST SUBMITTED BY BOSWELL ENGINEERING

AMOUNT TO BE CERTIFIED:

$7,000.00

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-716-311

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $7,000.00 is available in the following appropriation: C04607/6311; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

Batch Id: GDS Batch Date: 10/17/16 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
C-04-60-716-311 Z-420 RENOVATIONS CITY BUILDINGS	Encumbrance	CFO CERT FOR MEETING 10/19/16 LOUS LANDS	7,000.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	7,000.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	7,000.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	7,000.00
Total:	1	7,000.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	7,000.00

Batch: GDS Updated Entries: 1 Updated Amount: 7,000.00 Ref Num: 4447

BOSWELL ENGINEERING
ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS
330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

October 11, 2016

Leo Pellegrini, Director
Health and Human Services
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Re: Stevens Park Sidewalk Improvements
Bid No. 16-21
Proposed Change Order #1
City of Hoboken
Hudson County, New Jersey
Our File No. HO-527

Dear Mr. Pellegrini:

As discussed on-site earlier today, be advised that during the removal of the existing paver walkway it was found that the asphalt bases of the existing park benches are in poor condition and as such should be replaced and upgraded with new 2'x9' x4" thick concrete pads. As this was an unforeseen condition which has come to light during the demolition phase of the above referenced project, undertaking of this work will require the execution of a change order to amend the scope and contract price of the project. To that end our office has solicited a quotation for the additional scope of work (copied herein). We have reviewed the quotation and find same to be responsive and reasonable.

It is our recommendation that the City of Hoboken approve change order #1 in the amount of $7,000.00 as denoted in the attached change order form. The amended contract amount will be $129,025.00 and the $7,000.00 presented as Change Order #1 represents an additional 5.74% to the original contract price which is below the statutory 20% threshold in accordance with public contracts law.

Please do not hesitate to contact the undersigned with any questions.

Sincerely,

BOSWELL McCLAVE ENGINEERING

Joseph A. Pomante, P.E.
City Engineer Representative

JAP/s
Attachments
cc: Stephen D. Marks, PP, AICP, Business Administrator
Corporation Counsel, City of Hoboken
City of Hoboken Purchasing Department

161011_JAPL1.doc

Change Order No. 1
Date 10/11/16
Job No. HO-527

CHANGE ORDER

BOSWELL McCLAVE ENGINEERING
330 PHILLIPS AVENUE
SOUTH HACKENSACK, NJ 07606
(201) 641-0770

Lou's Landscaping & Design, Inc.
CONTRACTOR

Stevens Park Sidewalk Improvements
Bid No. 16-21
PROJECT

573 Valley Road, Suite 7A, Wayne, NJ 07470
ADDRESS

City of Hoboken/Hudson County
OWNER/COUNTY

Gentlemen:

In accordance with the provisions of the specifications for the above project, you are hereby advised of the following changes in the contract quantities or in the case of Supplementary work, you agree to its performance by your firm at the prices stated.

Location of Proposed Change: Within the project limits

Nature and Reason of Change: Unforeseen conditions

ITEM NO.	ITEM	PAY UNIT	QUANTITY (+/-)	UNIT PRICE	TOTAL
E-1	Remove and replace existing park bench slab with new 2'x9'x4" concrete slabs, remove and reset existing park benches.	Ea	14	$500.00	$7,000.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00

Amount of Original Contract	$122,025.00	Supplemental	
Change Order No. 1	$7,000.00	Extra	$7,000.00
Adjusted Contract Amount	$129,025.00	Reduction	
		Net Amount	$7,000.00

Recommended for Approval — Joseph G. Longo — BOSWELL McCLAVE ENGINEERING — 10/12/16 DATE

Approved — OWNER — DATE

Accepted — CONTRACTOR — 10/11/16 DATE

161011JAP_CO1.xls/

Lou's Landscaping & Design, Inc.

573 Valley Road - Suite 7A
Wayne, NJ 07470
Phone (973)-694-7038 Fax (973) 832-4864
www.louslandscaping.com

Estimate

Date	Estimate #
10/7/2016	6844

Name / Address
City of Hoboken/Environmental Services 94 Washington Street Hoboken, NJ 07030

P.O. No.	Project

Item	Description	Qty	Rate	Total
	Lou's Landscaping & Design, Inc. is pleased to quote the following for your approval: Location: Steven's Park Change Order #1 Remove and dispose of (14) existing park benches. Remove and dispose of asphalt pads. Supply and install (14) 4" pads of concrete, 4000 psi. Reset existing benches when complete. Supply and install new threaded rods and bolts to anchor benches.			
Labor	Our cost for this scope of work is:	14	500.00	7,000.00T

Subtotal	$7,000.00
Sales Tax (0.0%)	$0.00
Total	$7,000.00

REC. 10/10/16
GR.
HO-527

E2

INTRODUCED BY: Mello
SECONDED BY: Doyle

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION APPROVING INCREASED FUNDING FOR THE NORTH HUDSON REGIONAL COUNCIL "MEALS ON WHEELS" PROGRAM IN ACCORDANCE WITH THE LOCAL MATCH SHARE ASSESSMENT INCREASE

WHEREAS, Hoboken participates in the "Meals on Wheels" and other community service programs administered through the North Hudson Regional Council of Mayors (NHRCM); and,

WHEREAS, on February 17, 2016, the City Council of the City of Hoboken resolved to contribute its proportionate share to the cost of the Meals on Wheels program due to the fact that funding for this and other community service programs had not kept pace with the costs thereof, which resolution is attached hereto; and,

WHEREAS, pursuant to the memo attached hereto from the NHRCM, a 30% increase in the local match share was assessed for CY2016, increasing the total amount due for 2016 to $73,699.50; and,

WHEREAS, the City encumbered $51,022.00 for CY2016, therefore $22,677.50 is now due and owing.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that in order to complete the City of Hoboken's proportionate share payment to participate in the "Meals on Wheels" program administered through the NHRCM for CY2016, a change order in the amount of $22,677.50 is hereby approved and shall be executed.

Meeting date: October 19, 2016

APPROVED:

STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			

Ruben Ramos, Jr.	✓			
Michael Russo	✓			
President Jen Giattino	✓			

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION APPROVING INCREASED FUNDING FOR THE NORTH HUDSON REGIONAL COUNCIL "MEALS ON WHEELS" PROGRAM IN ACCORDANCE WITH THE LOCAL MATCH SHARE ASSESSMENT INCREASE

AMOUNT TO BE CERTIFIED:

$22,677.50

ACCOUNT NUMBER TO CERTIFY FROM:

6-01-23-222-020

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $22,677.50 is available in the following appropriation: 6-01-23-222-020; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 19 2016

_____
CITY CLERK

NORTH HUDSON REGIONAL COUNCIL OF MAYORS
400-38th Street Suite 216
Union City NJ 07087

Main: (201)-866-5815

Fax: (201)-866-5005

Mayor Gerald .R. Drasheff
Chairman

Dr. Nicholas J. Cicco
Executive Director

Memo

To: HOBOKEN TOWN HALL

Subject: **Assessment Increase of 20% - Local Match Shares FY-2016**

From: **Senior Nutrition Program**

Date: **July 14, 2016**

The Local Match Share assessment of 10% has been increased to an additional 20% more for FY-2016.

The new figures for 3rd and 4th Quarter have been adjusted accordingly.

Your 3rd and 4th Quarter payment will be:

$21,259.45

The total brings your Local Match Shares to the approved 30% for FY-2016.

Original	Additional	Total
$56,692	$17,008	$73,699.50

30% INCREASE

NORTH HUDSON REGIONAL COUNCIL OF MAYORS
400-38th Street Suite 216
Union City N.J 07087

Main: (201)-866-5815 or Fax: (201)-866-5005

Mayor Gerald .R. Drasheff
Chairman

Dr. Nicholas J. Cicco
Executive Director

July 14, 2016

Mr. Al Dineros, Treas.
Hoboken Town Hall
94 Wasington Street
Hoboken, N.J. 07030

Dear Mr. Dineros,

This correspondence is to refresh you regarding a meeting of the Mayors Council in March of 2015, whereby it was established that there would be an increased assessment of 30% to Local Match Shares ; this assessment was reinstated for FY-2016 whereby, 20% would be applied to the original allocated Local Match Shares of which the additional 10% has already been paid leaving a balance of 20% remaining for FY-2016.

Attached is a letter which is self-explanatory regarding above said matter.. If you have any questions, please feel free to contact my office at any time and, I remain,

Yours truly,

Dr. Nicholas J.Cicco
Executive Director

Pg 1

UNCLASSIFIED
NORTH HUDSON REGIONAL COUNCIL
OF MAYORS

16-01422

ORDER DATE: 04/06/16
REQUISITION NO: R6-01597
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

VENDOR #: 02074

NORTH HUDSON REGIONAL COUNCIL
OF MAYORS-SR. NUTRITION
400 38TH STREET
UNION CITY,, NJ 07087

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	CY 2016 MEALS ON WHEELS	6-01-23-222-020 No Hudson Reg Coun of Mayors	31,180.5000	31,180.50
1.00	1ST QTR MEALS ON WHEELS JAN-FEB-MARCH 2016	6-01-23-222-020 No Hudson Reg Coun of Mayors	4,251.2500	4,251.25
1.00	2ND QTR MEALS ON WHEELS APRIL-MAY-JUNE 2016	6-01-23-222-020 No Hudson Reg Coun of Mayors	15,590.2500	15,590.25
			TOTAL	51,022.00

TOTAL DUE IN 2016 (+30%) — $ 73,699.50

CHANGE ORDER/INCREASE — $ 22,677.50

2

Introduced by: Fisher
Seconded by: Russo

CITY OF HOBOKEN
RESOLUTION NO. _____

BY THIS RESOLUTION THE HOBOKEN CITY COUNCIL AUTHORIZES A FINANCIAL GUARANTEE TO PRESERVE THE "MEALS ON WHEELS" PROGRAM OF THE NORTH HUDSON REGIONAL COUNCIL OF MAYORS

WHEREAS, Hoboken participates in the "Meals on Wheels" and other community service programs administered through the North Hudson Regional Council of Mayors (NHRCM); and,

WHEREAS, funding for these programs has not kept pace with the costs thereof, as a result of which the member municipalities must make up the deficit in some manner if these programs are to continue; and,

WHEREAS, Hoboken wishes to try and keep these programs alive, by way of the City's financial assistance and guarantee of the program for CY2016, at $15,590.25 per quarter with a credit of $11,339.00 for overpayments in CY2015 due to a miscalculation by NJRCOM, or $51,022.00 total to be paid in CY2016; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $51,022.00 is available in the following appropriation: $36,850.00 from 6-01-23-222-020 in the CY2016 temporary appropriations; and, upon final adoption of the CY2016 budget I will immediately certify the remaining $14,172.00 from 6-01-23-222-020; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said temporary appropriation for the CY2015; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed;

Signed: _____, George DeStefano, CFO

NOW THEREFORE BE IT RESOLVED by the City Council that, subject to the adoption of like resolutions by all other municipalities in the NHRCM, the City of Hoboken shall agree to contribute its proportionate share of the cost of the Meals on Wheels program; and,

BE IT FURTHER RESOLVED that the amount to be provided by the City of Hoboken, for CY2015 shall be for Meals on Wheels and for Nutrition Supplement, for a total contribution of $51,022.00 ($15,590.25/Quarter minus a $11,339.00 overpayment credit from CY2015); and,

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby

2

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

BY THIS RESOLUTION THE HOBOKEN CITY COUNCIL AUTHORIZES A FINANCIAL GUARANTEE TO PRESERVE THE "MEALS ON WHEELS" PROGRAM OF THE NORTH HUDSON REGIONAL COUNCIL OF MAYORS

WHEREAS, Hoboken participates in the "Meals on Wheels" and other community service programs administered through the North Hudson Regional Council of Mayors (NHRCM); and,

WHEREAS, funding for these programs has not kept pace with the costs thereof, as a result of which the member municipalities must make up the deficit in some manner if these programs are to continue; and,

WHEREAS, Hoboken wishes to try and keep these programs alive, by way of the City's financial assistance and guarantee of the program for CY2016, at $15,590.25 per quarter with a credit of $11,339.00 for overpayments in CY2015 due to a miscalculation by NJRCOM, or $51,022.00 total to be paid in CY2016; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $51,022.00 is available in the following appropriation 6-01-23-222-020 in the CY2016 temporary appropriations; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said temporary appropriation for the CY2015; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed;

Signed: _____, George DeStefano, CFO

NOW THEREFORE BE IT RESOLVED by the City Council that, subject to the adoption of like resolutions by all other municipalities in the NHRCM, the City of Hoboken shall agree to contribute its proportionate share of the cost of the Meals on Wheels program; and,

BE IT FURTHER RESOLVED that the amount to be provided by the City of Hoboken, for CY2015 shall be for Meals on Wheels and for Nutrition Supplement, for a total contribution of $51,022.00 ($15,590.25/Quarter minus a $11,339.00 overpayment credit from CY2015); and,

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby authorized to execute, attest, seal and deliver such documents as are necessary and appropriate to carry out the purposes and intent of this Resolution, in form satisfactory to the Corporation

Counsel; and,

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Meeting date: February 17, 2016

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Alysia Proko
Interim Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: FEB 17 2016

CITY CLERK

6-01-23-222-020
$36,850.00

NORTH HUDSON REGIONAL COUNCIL OF MAYORS
400-38TH Street Rm. 216
UNION CITY, N.J. 07087
Phone: 201-866-5815 Fax 201-866-5005

Chairman
Mayor Gerald R. Drasheff

Executive Director
Dr. Nicholas J. Cicco

February 8, 2016

Mr. Al Dineros
Purchasing Agent
Hoboken Town Hall
94 Washington Street
Hoboken, N.J. 07030

Dear Mr. Dineros,

This is to request Local Match Shares for FY-2016 for operation of the Senior Nutrition, Meals-On-Wheels Program and, Nutrition Supplement in the amount of $62,361 ($15,590.25 per qtr.) for 1st Quarter (Jan., Feb., March).

Thank you.

Yours truly,

Theresa Altamura
Project Director
Senior Nutrition Pgm.

TA/tra

Overpaid $11,339.00

Owe 4,257.25
1 Qtr

~FAX COVER SHEET~

DATE: 2/8/16

TO: Al

FROM: Terry Dorth Hudson Regional Council of Mayors

NUMBER OF PAGES INCLUDING THIS TRANSMITTAL COVER SHEET:_____. IF ANY OF THIS TRANSMISSION IS MISSING/UNCLEAR PLEASE NOTIFY US A.S.A.P.

◊ URGENT ◊ REPLY ASAP ◊ CONFIRM RECEIPT
◊ PLEASE COMMENT ◊ FOR YOUR REVIEW

RE:

Hi Al I'm sending you corrected letter for 1st quarter payment, its $15,590.75

I'm faxing you local match 2015 so you can see overpayment your payment for 2015 should have been $62,361

NORTH HUDSON
REGIONAL COUNCIL OF MAYORS
400 38th Street, Rm. 216
Union City, New Jersey 07087

$ NOT 73,700.

Fax # 201 866-5005 Receiving Fax # 201 420 2009

Vendor: 02074 NORTH HUDSON REGIONAL COUNCIL
PO: 15-00655 DESC: CY2015 SR NUTR PRGM CONTRIB 18,425.

Check Date: 03/05/15 Check Amount: $*****18,425.

ITY OF HOBOKEN - GENERAL FUND No. 206109

REFERENCE DESCRIPTION NET AMOUN

DETACH BEFORE DEPOSITING

THIS DOCUMENT HAS A COLORED BACKGROUND AND TRIGGER CUT FIBERS. SEE ADDITIONAL SECURITY FEATURES ON REVERSE SIDE. RISING AT ANGLE VOIDS

CITY OF HOBOKEN
94 WASHINGTON STREET
HOBOKEN, N.J. 07030-4585

investorsBank
Banking in your best interest.
Clifton Avenue Branch, Clifton, NJ 07032
Investors 24 Hour Service 1-800-444-4466

No. 206109

55-7203/

GENERAL FUND	DATE	CHECK NO.	AMOUNT
	03/05/15	206109	$*****18,425.00

Eighteen Thousand Four Hundred Twenty Five AND 00/100 Dollars

TO THE ORDER OF
NORTH HUDSON REGIONAL COUNCIL
OF MAYORS-SR: NUTRITION
400 38TH STREET
UNION CITY,, NJ 07087

⑈206109⑈ ⑆221272031⑆ 2059900762⑈

dor: 02074 NORTH HUDSON REGIONAL COUNCIL
: 15-00655 DESC: CY2015 SR NUTR PRGM CONTRIB 18,425.00

Check Date: 04/16/15 Check Amount: $*****18,425.00

OF HOBOKEN • GENERAL FUND No. 206557

REFERENCE DESCRIPTION	NET AMOUNT

DETACH BEFORE DEPOSITING

DOCUMENT HAS A COLORED BACKGROUND AND FLUORESCENT FIBERS. SEE ADDITIONAL SECURITY FEATURES ON REVERSE SIDE • MISSING A DOCTORED DOCUMENT

CITY OF HOBOKEN
94 WASHINGTON STREET
HOBOKEN, N.J. 07030-4585

investors Bank
Banking in your best interests
Clifton Avenue Branch, Clifton, NJ 07032
Investors 24 Hour Service, 1-888-444-4466

No. 206557

55-7203/2212

GENERAL FUND	DATE	CHECK NO.	AMOUNT
	04/16/15	206557	$*****18,425.00

Eighteen Thousand Four Hundred Twenty Five AND 00/100 Dollars

THE
DER
F

NORTH HUDSON REGIONAL COUNCIL
OF MAYORS-SR. NUTRITION
400 38TH STREET
UNION CITY,, NJ 07087

⑈206557⑈ ⑆221272031⑆ 2059900762⑈

Check Date: 12/17/15 Check Amount: $*****36,850

CITY OF HOBOKEN - GENERAL FUND No. 208124

REFERENCE/DESCRIPTION	NET AMOUN
3rd + 4th quarter	

DETACH BEFORE DEPOSITING

CITY OF HOBOKEN
94 WASHINGTON STREET
HOBOKEN, N.J. 07030-4565
GENERAL FUND

investors Bank
Banking is your best interest.
Clifton Avenue Branch, Clifton, NJ 07012
Investors 24 Hour Service 1-888-444-4464

No. 208124
65-7205/2

DATE	CHECK NO.	AMOUNT
12/17/15	208124	$*****36,850.00

Thirty Six Thousand Eight Hundred Fifty AND 00/100 Dollars

TO THE ORDER OF
NORTH HUDSON REGIONAL COUNCIL
OF MAYORS-SR. NUTRITION
400 38TH STREET
UNION CITY,, NJ 07087

⑈208124⑈ ⑆221272031⑆ 2059900762⑈

Batch Id: GDS Batch Date: 10/19/16 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
6-01-23-222-020 No Hudson Reg Coun of Mayors	Encumbrance	CFO Cert for meeting 10/19/16 N Hud Reg	22,677.50	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	6-01	0.00	0.00	0.00	0.00	0.00	22,677.50
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	22,677.50

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	22,677.50
Total:	1	22,677.50

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	22,677.50

Batch: GDS Updated Entries: 1 Updated Amount: 22,677.50 Ref Num: 4459

E3

INTRODUCED BY: Mello
SECONDED BY: Doyle

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CHANGE ORDER AND CLOSE OUT TO THE CITY'S CONTRACT WITH GEORGE KOUSTAS PAINTING & CONSTRUCTION, LLC FOR THE INTERIOR RENOVATION PROJECT AT THE 1313 WASHINGTON STREET FIREHOUSE (BID 15–31) IN THE INCREASED AMOUNT OF $2,353.00 (3.0% INCREASE) FOR A TOTAL NOT TO EXCEED AMOUNT OF $89,853.00

WHEREAS, following a bid process, a contract was awarded to George Koustas Painting & Construction, LLC for the interior renovation of the firehouse located at 1313 Washington Street project, as was delineated in Bid 15-31; and,

WHEREAS, the City of Hoboken requires additional unforeseen goods and services under the contract for interior renovations of the 1313 Washington Street firehouse; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a change order (#1/FINAL) to the contract with George Koustas Painting & Construction, LLC for the 1313 Washington Street Firehouse interior renovation project, for an increase in the contract amount by Two Thousand Three Hundred Thirty Three Dollars (**$2,353.00**), for a total not to exceed amount of Eighty Nine Thousand Eight Hundred Fifty Three Dollars (**$89,853.00**) in accordance with RSC Architects' change order request dated September 14, 2016 which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a change order (#1/FINAL) to the contract with George Koustas Painting & Construction LLC for the interior renovation of the firehouse located at 1313 Washington Street project is granted for a total increase in the contract amount by Two Thousand Three Hundred Fifty Three Dollars (**$2,353.00**), for a total not to exceed amount of Eighty Nine Thousand Eight Hundred Fifty Three Dollars (**$89,853.00**) in accordance with the RSC Architects' change order request attached hereto; and,

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the referenced RSC Architects correspondence and attachments shall govern the change order, and no changes may be made without the prior written consent of both parties.
3. Any further change orders which shall become necessary hereafter shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.

Meeting date: October 19, 2016

APPROVED:

STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael DeFusco	✓			
James Doyle	✓			
Tiffanie Fisher	✓			
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
President Jennifer Giattino	✓			

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CHANGE ORDER AND CLOSE OUT TO THE CITY'S CONTRACT WITH GEORGE KOUSTAS PAINTING & CONSTRUCTION, LLC FOR THE INTERIOR RENOVATIONS OF THE 1313 WASHINGTON STREET FIREHOUSE PROJECT (BID 15–31) IN THE INCREASED AMOUNT OF $2,353.00 (3.0% INCREASE) FOR A TOTAL NOT TO EXCEED AMOUNT OF $89,853.00

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON:

OCT 19 2016

CITY CLERK

AMOUNT TO BE CERTIFIED:

$2,353.00

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-715-216

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $2,353.00 is available in the following appropriation: C-04-60-715-216; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: , George DeStefano, CFO

Batch Id: GDS Batch Date: 10/19/16 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
C-04-60-715-216 Z-361 Renovations/Improve Fire Dept Bldg	Encumbrance	CFO Cert for meeting 10/19/16 George Kou	2,353.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	2,353.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	2,353.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	2,353.00
Total:	1	2,353.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	2,353.00

Batch: GDS Updated Entries: 1 Updated Amount: 2,353.00 Ref Num: 4454

3 University Plaza Drive, Suite 600, Hackensack, NJ 07601 t: 201.941.3040 f: 201.941.5426
www.rscarchitects.com

September 14, 2016

Mr. Al Dineros
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Re: Interior Improvements to the Fire House
RSC Project #46.15.001

Dear Mr. Dineros:

Enclosed, please find Application and Certification for Payment No. 3 final as submitted by George Koustas Painting & Construction. This office has reviewed and approved this payment in the amount of $19,434.25 with corrections noted in red. RSC has no objection to payment application as noted. Also, enclosed for your review:

- Contractor's Affidavit of Payment of Debts and Claims
- Contractor's Affidavit of Release of Liens
- Warranty
- Certificate of Substantial Completion
- Maintenance Bond

We have also enclosed Weekly Payroll as submitted by the Contractor. Please be advised this office does not review certified payroll reports and/or manning reports for compliance.

Should you have any questions or concerns, please do not hesitate to contact this office.

Very truly yours,

RSC ARCHITECTS

Michael Bet, AIA, CSI, CDT
Project Architect

Cc: George Koustas Painting & Construction

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE 1 OF 2 PAGES

TO OWNER:
City of Hoboken
94 WashingtonStreet
Hoboken, NJ 07030

PROJECT:
Fire House
1313 Washington Street
Hoboken, NJ 07030

APPLICATION NO: 3 final

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

PERIOD TO: 8/25/2016

FROM CONTRACTOR:
George Koustas Painting & Construction
70 Beechwood Ave, W.LongBranch, NJ 07764

VIA ARCHITECT:
RSC Architects
3 University Plaza Drive
Hackensack, NJ 07601

PURCHASE ORDER NO: 15-04299

CONTRACT FOR: $87,5000

CONTRACT DATE: December/ 2015

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for paymer, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

$87,500.00

1. ORIGINAL CONTRACT SUM	$89,853.00	$	~~89,853.00~~
2. Net change by Change Ordes	$ -1,000.00	$	~~(1,000.00)~~
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$88,853.00	$	88,853.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$	89,853.00
5. RETAINAGE:			
a. 5 % of CompletedWork (Column D + E on G703)	$ 0		
b. ____ % of Stored Material (Column F on G703)	$		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$	~~0~~ ~~4,492.65~~
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$89,853.00	$	~~85,360.35~~
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$	70,418.75
8. CURRENT PAYMENT DUE	$19,434.25	$	~~18,434.25~~
9. BALANCE TO FINISH, INCLUDING RETAIN (Line 3 less Line 6)		$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$1,000.00
Total approved this Month		
TOTALS	$0.00	$1,000.00
NET CHANGES by ChangeOrder	($1,000.00)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: George Koustas Date: 8-26-16

State of: NJ County of: monmouth
Subscribed and sworn to before me this 26 day of AUG. 2016
Notary Public:
My Commission expires: 4-7-20

LISA KOUSTAS
ID # 2327152
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires April 7, 2020

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 19,434.25

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Date: 8/21/16

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

RECEIVED
AUG 29 2016
RSC ARCHITECTS

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items m

APPLICATION NO: 3
APPLICATION DATE: 8/25/16
PERIOD TO: 8/25/16
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Mobilization	$3,000.00	$3,000.00	$0.00		$3,000.00	100%		$150.00
2	Demolition	$8,000.00	$8,000.00	$0.00		$8,000.00	100%		$400.00
3	Masonry Repair	$1,000.00	$1,000.00	$0.00		$1,000.00	100%		$50.00
4	Exterior Sealer	$2,000.00	$2,000.00	$0.00		$2,000.00	100%		$100.00
5	Acoustical Ceilings	$12,625.00	$12,625.00	$0.00		$12,625.00	100%		$631.25
6	Ceiling Repairs / Painting	$5,000.00	$5,000.00	$0.00		$5,000.00	100%		$250.00
7	Wood Flooring	$0.00		$0.00					
8	Wood Door Replacement	$11,500.00	$3,500.00	$8,000.00		$11,500.00	100%		$575.00
9	Door Light	$1,500.00	$1,500.00	$0.00		$1,500.00	100%		$75.00
10	Clean Up	$1,000.00	$1,000.00	$0.00		$1,000.00	100%		$50.00
11	Allowance	$9,500.00	$9,500.00	$0.00		$9,500.00	100%		$475.00
12	Punch List	$4,375.00		$4,375.00		$4,375.00	100%		$218.75
13	Change Order #1	$27,000.00	$27,000.00	$0.00		$27,000.00	100%		$1,350.00
14	Change Order #2	$3,353.00	$0.00	$3,353.00		$3,353.00	100%		$167.65

AIA DOCUMENT G703 · CONTINUATION SHEET FOR G702 · 1992 EDITION · AIA · ©1992THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items m

APPLICATION NO: 3
APPLICATION DATE: 8/25/16
PERIOD TO: 8/25/16
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	GRAND TOTALS	$89,853.00	$74,125.00	$15,728.00	$0.00	$89,853.00		$0.00	$4,492.65

AIA DOCUMENT G703 · CONTINUATION SHEET FOR G702 · 1992 EDITION · AIA · ©1992THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

AIA Document G706

(Instructions on reverse side)

OWNER	☑
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

TO OWNER: *(Name and address)* City of Hoboken
94 Washington st.
Hoboken NJ
07030

ARCHITECT'S PROJECT NO.: 15-04299

CONTRACT FOR: $88,853

PROJECT: *(Name and address)* Hoboken Firehouse
1313 Washington st.
Hoboken NJ
07030

CONTRACT DATED: Dec. 2015

STATE OF: NJ
COUNTY OF: monmouth

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS: "NONE"

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

   Indicate attachment: ☐ yes ☐ no

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)* George Koustas plt6 + Constr. LLC
70 Beechwood ave
W.L.B NJ
07764

BY: George Koustas
(Signature of authorized representative)

George Koustas Owner
(Printed name and title)

Subscribed and sworn to before me on this date: 26 DAY OF AUG. 2016

Notary Public: Lisa Koustas

My Commission Expires: 4-7-20

CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.

LISA KOUSTAS
ID # 2327152
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires April 7, 2020

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CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA Document G706A

(Instructions on reverse side)

OWNER ☑
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER: *(Name and address)* City of Hoboken
94 Washington St.
Hoboken NJ 07030

ARCHITECT'S PROJECT NO.: 15-042 99

CONTRACT FOR: $88,853

CONTRACT DATED: Dec. 2015

PROJECT: *(Name and address)* Hoboken Firehouse
1313 Washington St.
Hoboken NJ
07030

STATE OF: NJ
COUNTY OF: monmouth

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: "NONE"

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)* George Koustas plt6 + Constr. LLC
70 Beechwood Ave
W.LB NJ
07764

BY: George Koustas
(Signature of authorized representative)

George Koustas owner
(Printed name and title)

LISA KOUSTAS
ID # 2327152
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires April 7, 2020

Subscribed and sworn to before me on this date: 26 DAY of AUG. 2016

Notary Public: Lisa Kost

My Commission Expires: 4-7-20

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Warranty

Hoboken Fire House – 2nd floor Renovation

1313 Washington Ave Hoboken, NJ

George Koustas Painting & Construction is providing a 1 year Labor warranty for the work completed as per plans & specs in case of a material defect or contractor error. Warranty begins on 08-25-2016 & will end on 08-25-2017. Warranty will apply only if determined failure was caused by normal use. No warranty will apply if there are signs of abuse, vandalism, misuse, acts of God, etc.

For warranty determination & service please contact: George Koustas or Aris Floros @ 732-571-1148

George Koustas

Aris Floros

George Koustas Painting & Construction

70 Beechwood Ave
West Long Branch, NJ 07764
732-571-1148

AH.
mRe

AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)
Interior Renovation at 1313 Washington Street Firehouse
1313 Washington Street
Hoboken, NJ 07030

PROJECT NUMBER: 46.15.001/
CONTRACT FOR: Renovation
CONTRACT DATE: 1/6/16

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO OWNER:
(Name and address)
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

TO CONTRACTOR:
(Name and address)
George Koustes Painting & Construction
70 W. Beechwood Ave,
West Long Branch, NJ 07764

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

N/A (Full Occupancy of Building)

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty
N/A

Date of Commencement
N/A

Michael Bet
ARCHITECT

BY

7/1/16
DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

George Koustas pt&t Constr. LLC.
CONTRACTOR

George Koustas
BY

9-1-2016
DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 8 AM (time) on 7/1/16 (date).

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

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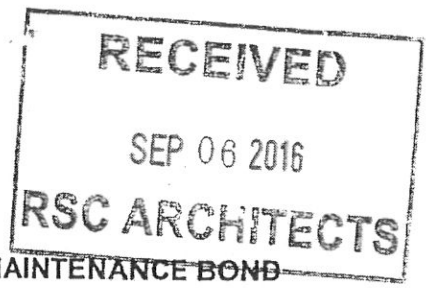
User Notes:
(2018035550)



A

MAINTENANCE BOND

WESTCHESTER FIRE INSURANCE COMPANY

BOND NUMBER: **K09351723**
(org perf bond # K09351413)

KNOW ALL MEN BY THESE PRESENTS, That we, George Koustas Painting & Construction LLC as Principal, (hereinafter called **Principal**), and Westchester Fire Insurance Company, a Pennsylvania corporation, as Surety (hereinafter called **Surety**), are held and and firmly bound unto City of Hoboken as Obligee, (hereinafter called **Obligee**), in the penal sum of Thirteen Thousand Two Hundred Eighty Seven ----45/100 Dollars $ 13,287.45 for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has by written agreement, dated 11/20/15

entered into a contract with said Obligee for Interior Renovation at 1313 Washington Street Firehouse, City of Hoboken, NJ

in accordance with the General Conditions, the Drawings and Specifications, which contract is by reference incorporated herein, and made a part hereof, and is referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if said Principal shall remedy any defects due to faulty materials or workmanship, and pay for any damage to other work resulting therefrom, which shall appear within a period of **TWO** * Year(s) from the date of substantial completion of the work provided for in the Contract, then this obligation to be void; otherwise to remain in full force and effect.

*starting 8/29/16

PROVIDED, HOWEVER, that said Obligee shall give Principal and Surety notice of observed defects with reasonable promptness.

Signed and sealed this 1st day of September, 2016

George Koustas Painting & Construction LLC
Principal

Witness

By: George Koustas (SEAL)

Lisa Diana Witness

WESTCHESTER FIRE INSURANCE COMPANY

By: Timothy J. Wagner (SEAL)
Timothy J. Wagner, Attorney-in-Fact

mainwfic

CHUBB

WESTCHESTER FIRE INSURANCE COMPANY

Philadelphia, Pennsylvania

Surety Disclosure Statement and Certification Pursuant to N.J.S.A. 2A:44-143

WESTCHESTER FIRE INSURANCE COMPANY (hereinafter called "Surety"), the Surety on the attached bond, hereby certifies the following:

1) The Surety meets the applicable surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.

2) The surplus of Westchester Fire Insurance Company as determined in accordance with the applicable laws of this State totals $731,375,293. as of December 31st, 2015, which amount has been certified by Price Waterhouse and is on file with the National Association of Insurance Commissioners.

3) Westchester Fire Insurance Company has received from the United States Secretary of the Treasury, a Certificate of Authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation established therein on July 1, 2016 in the amount of $73,138,000.

4) The amount of the bond to which this statement and certification is attached is $ 13,287.45 .

5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under Item (4) above, exceeds the total underwriting limitation of all sureties on the bond as set forth in Item (3) above, then for each such contract of reinsurance:

(a) The name and address of each reinsurer under the contract and the amount of the reinsurer's participation in the contract is as follows:

(Not Applicable) And;

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under Item (5) (a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATION

I, William L. Kelly, as Assistant Secretary of Westchester Fire Insurance Company, an insurance company domiciled in the State of Pennsylvania, do hereby certify that, to the best of my knowledge, the foregoing statements made by me on behalf of Westchester Fire Insurance Company are true, and acknowledge that if any of those statements made by me on behalf of Westchester Fire Insurance Company are false, this bond is voidable.

WESTCHESTER FIRE INSURANCE COMPANY

By: William L. Kelly
William L. Kelly, Assistant Secretary

Dated: July 8th, 2016

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That **WESTCHESTER FIRE INSURANCE COMPANY,** a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and Vice Presidents of the Company in hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Timothy J Wagner, all of the City of METUCHEN, New Jersey, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Five million dollars & zero cents ($5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said **WESTCHESTER FIRE INSURANCE COMPANY** this 14 day of January 2016.

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney . Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 14 day of January, AD. 2016 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney ,Vice-President of the **WESTCHESTER FIRE INSURANCE COMPANY** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Sept. 25, 2018

Notary Public

I, the undersigned Assistant Secretary of the **WESTCHESTER FIRE INSURANCE COMPANY,** do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 1st day of September, 2016

William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER January 14, 2018.

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

HEAT SENSITIVE SHIELD • FADES WITH HEAT OR TOUCH •

State of New Jersey

DEPARTMENT OF BANKING AND INSURANCE

CERTIFICATE OF AUTHORITY

DATE: APRIL 12, 2016

NAIC COMPANY CODE: 10030

THIS IS TO CERTIFY THAT THE **WESTCHESTER FIRE INSURANCE COMPANY OF PHILADELPHIA, PENNSYLVANIA**, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE FIRST DAY OF **MAY, 2017**, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

01 - FIRE AND ALLIED LINES
02 - EARTHQUAKE
03 - GROWING CROPS
04 - OCEAN MARINE
05 - INLAND MARINE
06 - WORKERS COMPENSATION AND EMPLOYERS LIABILITY
07 - AUTOMOBILE LIABILITY BODILY INJURY
08 - AUTOMOBILE LIABILITY PROPERTY DAMAGE
09 - AUTOMOBILE PHYSICAL DAMAGE
10 - AIRCRAFT PHYSICAL DAMAGE
11 - OTHER LIABILITY
12 - BOILER AND MACHINERY
13 - FIDELITY AND SURETY
15 - BURGLARY AND THEFT
16 - GLASS
17 - SPRINKLER LEAKAGE AND WATER DAMAGE.
18 - LIVESTOCK
19 - SMOKE OR SMUDGE
20 - PHYSICAL LOSS TO BUILDINGS
21 - RADIOACTIVE COMTAMINATION
22 - MECHANICAL BREAKDOWN/POWER FAILURE
14 - CREDIT

STATE OF NEW JERSEY · BANKING AND INSURANCE

RICHARD J. BADOLATO

ACTING COMMISSIONER

WESTCHESTER FIRE INSURANCE COMPANY

FINANCIAL STATEMENT

DECEMBER 31, 2015

ADMITTED ASSETS

BONDS	$1,607,005,886
SHORT - TERM INVESTMENTS	23,666,123
STOCKS	3,117
REAL ESTATE	0
CASH ON HAND AND IN BANK	(68,986,083)
PREMIUM IN COURSE OF COLLECTION*	80,820,180
INTEREST ACCRUED	16,151,460
OTHER ASSETS	139,206,542
TOTAL ASSETS	$1,797,867,225

LIABILITIES

RESERVE FOR UNEARNED PREMIUMS	$203,506,626
RESERVE FOR LOSSES	848,505,624
RESERVE FOR TAXES	7,043,333
FUNDS HELD UNDER REINSURANCE TREATIES	5,739,389
OTHER LIABILITIES	1,696,960
TOTAL LIABILITIES	1,066,491,932

CAPITAL: 70,000 SHARES, $71.43 PAR VALUE	5,000,100
CAPITAL: PAID IN	301,430,636
AGGREGATE WRITE-INS FOR SPECIAL SURPLUS FUNDS	111,103,666
SURPLUS (UNASSIGNED)	313,840,891
SURPLUS TO POLICYHOLDERS	731,375,293
TOTAL	$1,797,867,225

(*EXCLUDES PREMIUM MORE THAN 90 DAYS DUE.)

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2015.

Sworn before me this March 22, 2016

Senior Vice President

Notary Public

August 8, 2019
My commission expires

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Diane Wright, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires

E COPY OF A RESOLUTION ADOPTED BY
COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 19 2016

F1

James J. Farina
CITY CLERK

INTRODUCED BY:
SECONDED BY:

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION INSERTING A SPECIAL ITEM OF REVENUE INTO THE CY2016 MUNICIPAL BUDGET TO INCLUDE THE $350,000 RECEIVED FROM THE 2016 HUDSON COUNTY OPEN SPACE, RECREATION AND HISTORIC TRUST FUND

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by any public or private funding source, and the amount thereof was not determined at the time of the adoption of the budget; and,

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

WHEREAS, the City of Hoboken has received notice of an award in the amount of $350,000.00 from the 2016 Hudson County Open Space, Recreation And Historic Trust Fund (see attached Resolution of the Board of Chosen Freeholders, County of Hudson, No. 501-9-2016) and wishes to amend its CY2016 budget to include this amount as revenue and to include an appropriation item for said amount.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hoboken hereby requests that the Director of the Division of Local Government Services approve the insertion of an item of revenue in the CY2016 budget in the amount of $350,000.00. This is now available as revenue from:

Miscellaneous Revenues:
Special Items of General Revenue Anticipated
With Prior Written Consent of the Director of the
Division of Local Government Services:
State and Federal Revenues Off-set with Appropriations:
Hudson County Open Space
Trust Fund Award $350,000.00

BE IT FURTHER RESOLVED by the City Council of the City of Hoboken that the sum of $350,000.00 is hereby appropriated under the caption of:

General Appropriations:
(a) Operations Excluded from CAPS
State and Federal Programs Off-Set by
Revenues:

Hudson County Open Space
Trust Fund Award $350,000.00

BE IT FURTHER RESOLVED, that the City Clerk will forward two (2) certified copies of this Resolution to the Director of Local Government Services for approval.

MEETING DATE: October 19, 2016

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravi Bhalla	✓			
Peter Cunningham	✓			
Michael DeFusco	✓			
James Doyle	✓			
Tiffany Fisher	✓			
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
Jen Giattino, Council President	✓			

APPROVED BY:

STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

BOARD OF CHOSEN FREEHOLDERS
COUNTY OF HUDSON

RESOLUTION

No. 501-9-2016

On Motion of Freeholder Maldonado
Seconded by Freeholder Vainieri

**AUTHORIZING FINAL APPROVAL
FOR THE
2016 HUDSON COUNTY OPEN SPACE,
RECREATION AND HISTORIC PRESERVATION
TRUST FUND PROJECTS
AS PRESENTED AT THE JUNE 23, 2016
OPEN PUBLIC MEETING
AS MANDATED BY N.J.S.A. 40:12-15.3
SEPTEMBER 8, 2016 TO SEPTEMBER 7, 2018
($2,417,873.00)**

WHEREAS, pursuant to N.J.S.A. 40:12-15.3, the 2016 funding recommendations of the Hudson County Open Space, Recreation and Historic Preservation Trust Fund were presented to the Board of Chosen Freeholders after an open public hearing on June 23, 2016; and

WHEREAS, the 2016 funding recommendations pending final Board approval are as follows:

PROJECT NUMBER	APPLICANT	MUNICIPALITY	PROJECT TITLE	AWARD AMOUNT
HP-01-16	City of Hoboken	Hoboken	Hoboken City Hall Historic Preservation	350,000.00
PI-02-16	City of Union City	Union City	11th Street Playground Improvements	250,000.00
PI-03-16	Town of West New York	West New York	57th and 64th Street Dog Park Improvements	225,000.00
PI-04-16	Township of North Bergen	North Bergen	Paterson Plank Park Development	300,000.00
PI-05-16	Town of Secaucus	Secaucus	Farm Road Riverfront Recreation Improvement	317,873.00
PI-06-16	City of Bayonne	Bayonne	Improvements to Francis G. Fitzpatrick Park	250,000.00
PI-07-16	Town of Kearny	Kearny	Gunnell Oval Playground Improvements	500,000.00
PI-08-16	Jersey City Redevelopment Agency	Jersey City	Berry Lane Park- Phase V Site Improvement	225,000.00
			TOTAL REQUESTED:	**2,417,873.00**

WHEREAS, the cost of these projects is in the amount of **TWO MILLION FOUR HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED SEVENTY THREE DOLLARS 00/100 ($2,417,873.00)** for the period of September 8, 2016 to September 7, 2018.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Hudson, that:

1. The aforesaid recitals are incorporated herein as though fully set forth as length.

2. The Board hereby authorizes the County Executive, Thomas A, DeGise, or County Administrator, Abraham Antun, or their lawfully appointed designee to execute any and all documents and take any and all actions necessary to complete and realize the intent purpose of this Resolution.

3. The Hudson County Open Space, Recreation and Historic Preservation Trust Fund projects are hereby approved.

BOARD OF CHOSEN FREEHOLDERS
COUNTY OF HUDSON

RESOLUTION

No.

On Motion of Freeholder ____
Seconded by Freeholder ____

4. This resolution shall take effect immediately.

Freeholder	Aye	Nay	Abst	N.P.	Freeholder	Aye	Nay	Abst.	N.P.
Balmir	✓				Rodriguez	✓			
Cifelli	✓				Romano	✓			
Kopacz	✓				Vainieri	✓			
Maldonado	✓				Chairperson Rivas	✓			
O'Dea	✓								

It is hereby certified that at a regular meeting of the Board of Freeholders of the County of Hudson held on the 8 day of Sept A.D. 2016, the foregoing resolution was adopted with 9 members voting in the affirmative and 0 in the negative.

_____, Clerk

APPROVED AS TO LEGAL FORM

BY: _____
DONATO J. BATTISTA
HUDSON COUNTY COUNSEL

Source: Parks & Community Services/Planning
RM:dmp

TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 19 2016

F2

James J. Farina
CITY CLERK

INTRODUCED BY: _____
SECONDED BY: _____

~~CITY OF~~ HOBOKEN
RESOLUTION NO. _____

RESOLUTION INSERTING A SPECIAL ITEM OF REVENUE INTO THE CY2016 MUNICIPAL BUDGET TO INCLUDE THE $150,000 RECEIVED FROM THE NEW JERSEY HISTORIC TRUST

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by any public or private funding source, and the amount thereof was not determined at the time of the adoption of the budget; and,

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

WHEREAS, the City of Hoboken has received notice of an award in the amount of $150,000.00 from the New Jersey Historic Trust, as delineated in the attached letter of award, and wishes to amend its CY2016 budget to include this amount as revenue and to include an appropriation item for said amount.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hoboken hereby requests that the Director of the Division of Local Government Services approve the insertion of an item of revenue in the CY2016 budget in the amount of $150,000.00. This is now available as revenue from:

Miscellaneous Revenues:
Special Items of General Revenue Anticipated
With Prior Written Consent of the Director of the
Division of Local Government Services:
State and Federal Revenues Off-set with Appropriations:
New Jersey Historic Trust
Award $150,000.00

BE IT FURTHER RESOLVED by the City Council of the City of Hoboken that the sum of $150,000.00 is hereby appropriated under the caption of:

General Appropriations:
(a) Operations Excluded from CAPS
State and Federal Programs Off-Set by
Revenues:
New Jersey Historic Trust
Award $150,000.00

BE IT FURTHER RESOLVED, that the City Clerk will forward two (2) certified copies of this Resolution to the Director of Local Government Services for approval.

MEETING DATE: October 19, 2016

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravi Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffany Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
Jen Giattino, Council President	/			

APPROVED BY:

STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN AIOIA, ESQ.
CORPORATION COUNSEL

NEW JERSEY HISTORIC TRUST
PO Box 457
Trenton, NJ 08625

RECEIVED
SEP 28 2016
OFFICE OF THE
BUSINESS ADMINISTRATOR
HOBOKEN, NJ

September 22, 2016

Mr. Stephen Marks
Hoboken City
Hoboken City Hall
94 Washington Street
Hoboken, NJ 07030

Re: Grant No. 2015.1041, Hoboken City Hall

Dear Mr. Marks:

On behalf of the Board of Trustees of the New Jersey Historic Trust, I congratulate your organization on being recommended for a preservation grant from the Preserve New Jersey Historic Preservation Fund in the amount of *$150,000.00*

The Garden State Preservation Trust is scheduled to authorize the awards at its next meeting. The Legislature and Governor must approve the appropriation before the grant funds can be dispersed. We will keep you informed of the legislative progress via email alerts.

The Trust will schedule a mandatory grant workshop later this year, and we will send a notice by mail and email when the exact date is scheduled. This workshop will provide you with the information that you need to begin administering your grant.

Until that time, please keep the Trust staff informed about activities regarding your project, including development of any research, planning, design, or construction documents. The Trust should receive copies of all documents related to this project as they become available. Contact the Historic Preservation Specialist whose card is attached to this letter for more information.

Again, congratulations on your successful application. We look forward to working with you to preserve New Jersey's historic resources.

Sincerely,

Dorothy P. Guzzo
Executive Director

phone 609/984-0473 e-mail: njht@dca.nj.gov www.njht.org fax 609/984-7590

F3

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 19 2016

INTRODUCED BY: _____
SECONDED BY: _____

James J. Farina
CITY CLERK

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION INSERTING A SPECIAL ITEM OF REVENUE INTO THE CY2016 MUNICIPAL BUDGET TO INCLUDE THE $11,086.22 RECEIVED FOR BODY ARMOR FROM THE DIVISION OF CRIMINAL JUSTICE

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by any public or private funding source, and the amount thereof was not determined at the time of the adoption of the budget; and,

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

WHEREAS, the City of Hoboken has received notice of an award in the amount of $11,086.22 from the Division of Criminal Justice for body armor for Hoboken's law and public safety department, and wishes to amend its CY2016 budget to include this amount as revenue and to include an appropriation item for said amount.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hoboken hereby requests that the Director of the Division of Local Government Services approve the insertion of an item of revenue in the CY2016 budget in the amount of $11,086.22. This is now available as revenue from:

Miscellaneous Revenues:
Special Items of General Revenue Anticipated
With Prior Written Consent of the Director of the
Division of Local Government Services:
State and Federal Revenues Off-set with
Appropriations:
Body Armor
Other Expenses $11,086.22

BE IT FURTHER RESOLVED by the City Council of the City of Hoboken that the sum of $11,086.22 is hereby appropriated under the caption of:

General Appropriations:
(a) Operations Excluded from CAPS
State and Federal Programs Off-Set by
Revenues:

Body Armor O/E
Other Expenses $11,086.22

BE IT FURTHER RESOLVED, that the City Clerk will forward two (2) certified copies of this Resolution to the Director of Local Government Services for approval.

MEETING DATE: October 19, 2016

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravi Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffany Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
Jen Giattino, Council President	/			

APPROVED BY:

STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

STATE OF NEW JERSEY
VENDOR PAYMENT INQUIRY

BODY ARMOR

Home Contact Us FAQs Sign Out

Payment Details

Options

Printable Version

Return to Previous Page

The data displayed relates all of the payment line information provided to NJCFS to generate this payment.

If you are unable to identify this payment by the data displayed, you can contact the fiscal area of the originating State agency for assistance at ROBERT.MARKS@LPS.STATE.NJ.US. Please include your vendor code and the voucher number in your message.

Vendor Name	HOBOKEN CITY
Vendor Code	22600199300
Payment Type	Check
Check Number	0001728854
Payment Date	September 30, 2016
Check Total	$11,086.22

Payment Line Details

Trans Code	UA
Voucher Agency	LAW AND PUBLIC SAFETY
Voucher Number	1020BA03654
Payee Reference	2016 BODY ARMOR 18431
Line Number	01
Line Amount	$11,086.22
Disbursed Amount	$11,086.22

Additional Information

Budget Fiscal Year	2017
Fund	718
Agency	LAW AND PUBLIC SAFETY
Organization	DIV OF CRIMINAL JUSTICE
Appr. Unit	001
Object	6120
Revenue Source	N/A
Purchase Order Number	N/A
Contract Number	N/A

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TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

OCT 19 2016

CITY CLERK

F4

INTRODUCED BY:
SECONDED BY:

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION INSERTING A SPECIAL ITEM OF REVENUE INTO THE CY2016 MUNICIPAL BUDGET TO INCLUDE THE $125,097.00 ALLOCATION RECEIVED FROM THE 2016 AREA AGENCY ON AGING/AGING AND DISABILITIES RESOURCE CONNECTION

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by any public or private funding source, and the amount thereof was not determined at the time of the adoption of the budget; and,

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

WHEREAS, the City of Hoboken has received notice of an allocation in the amount of $125,097.00 from the 2016 Area Agency on Aging/Aging and Disabilities Resource Connection, and wishes to amend its CY2016 budget to include this amount as revenue and to include an appropriation item for said amount.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hoboken hereby requests that the Director of the Division of Local Government Services approve the insertion of an item of revenue in the CY2016 budget in the amount of $125,097.00. This is now available as revenue from:

Miscellaneous Revenues:
Special Items of General Revenue Anticipated
With Prior Written Consent of the Director of the
Division of Local Government Services:
State and Federal Revenues Off-set with
Appropriations:
Allocation from the AAA/ADRC
Other Expenses $125,097.00

BE IT FURTHER RESOLVED by the City Council of the City of Hoboken that the sum of $125,097.00 is hereby appropriated under the caption of:

General Appropriations:
(a) Operations Excluded from CAPS
State and Federal Programs Off-Set by
Revenues:

Allocation from the AAA/ADRC
Other Expenses $125,097.00

BE IT FURTHER RESOLVED, that the City Clerk will forward two (2) certified copies of this Resolution to the Director of Local Government Services for approval.

MEETING DATE: October 19, 2016

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravi Bhalla				
Peter Cunningham				
Michael DeFusco				
James Doyle				
Tiffany Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
Jen Giattino, Council President				

APPROVED BY:

STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

COUNTY OF HUDSON
DEPARTMENT OF HEALTH & HUMAN SERVICES
AREA AGENCY OF AGING/ADRC
830 Bergen Avenue, Floor 3B
Jersey City, NJ 07306
Phone: (201) 369-4313
Fax: (201) 369-4315

THOMAS A. DEGISE
County Executive

DARICE TOON
Director

BRIAN POFFEL
Executive Director

Revised January 7, 2016

Thomas Foley, Executive Director
City of Hoboken
Senior Citizens Department
124 Grand Street
Hoboken, NJ 07030

Re: 2016 Area Agency on Aging/Aging and Disabilities Resource Connection (AAA/ADRC) Notice of Initial Allocation

Dear Mr. Foley:

The Hudson County Board of Chosen Freeholders has approved the following 2016 initial allocation for City of Hoboken through the Hudson County Area Agency on Aging/Aging and Disability Resource Connection (AAA/ADRC). The 2016 initial allocation is as follows:

Project #	Service	Funding Source	Initial Allocation	Total Allocation
088	Care Management	III-B	$51,121	$102,241
088	Care Management	Match III-B	$11,427	$22,856
	Total		**$62,548.00**	**$125,097.00**

Please complete and submit three (3) originally signed Contract packages that will be sent electronically to the Hudson County Office on Aging by January 29, 2016. Please be certain to include the 25% match requirement consistent with your proposal within the contract and to budget your program accordingly based upon the allocation amount represented above.

Should you have any questions or need additional information, please do not hesitate to contact me at 201.369.4313 or by email at bpoffel@hcnj.us.

Thank you,

Brian Poffel
Executive Director

County of Hudson
Department of Health and Human Services
Annex B: Contract Information Form

Resolution #: 726-12-2015

Agency Name: _City of Hoboken_____

Address: _94 Washington Street_____
_Hoboken, NJ 07030_____

Chief Executive Officer: __Dawn Zimmer, Mayor_____

Contact Person: Leo Pellegrini

Title: __Director of Health and Human Services_____

Phone: __201-420-2012_____

Email: lpellegrini@hobokennj.gov

Agency Federal I. D. #: __22-6001993_____

Charities Registration #: _____

Budget Period: _1/1/2016_to 12/31/2016__ Agency Fiscal Year End: ___

Award Amount:_$125,097 _____

Funded Program:_Care Management_____

Program Code: __88_____ Taxonomy Code: 705_____

Funding Source/HHS Office:_____

Unit of Service (define): _30 Minutes of Service_____

Number of Units of Service: __205_____

Total Unit Cost: _____

Reimbursement Unit Cost: _____

Budget: I certify that the cost data used to prepare this contract budget is current, complete, and in accordance with the governing principles for determining costs.	Expenditure Report: I certify that I am authorized to sign expenditure reports and that it is my responsibility to verify that the reports related to this contract are current, accurate, and in accordance with the contract budget and the governing principles for determining costs.
Leo Pellegrini / Director Agency Authorized Signatory / Title	Accountant/Director Signature
Leo Pellegrini Print Name	George DeStefano Print Name
10/4/2016 Date	10/4/2016 Date

Total unit cost includes matching funds.
Reimbursement unit cost is HHS AAA funds only.

ANNEX B

PROJECT BUDGET SUMMARY

Agency/Provider Name: City of Hoboken		Program Name: Care Management		
		Program Code: 88	Taxonomy Code: 101	
Complete Schedules A-C for cost categories as applicable.		Total Units: 2460		
Cost Category	**Health and Human Services AAA Allocation**	**Grantee Cash Match**	**Grantee In-Kind Match**	**Total**
A. PERSONNEL COST				
Salaries / Wages	$ 49,432.41	$ 13,621.00	$ -	$ 63,053.41
Fringe Benefits				$ -
B. CONSULTANT / PROFESSIONAL				$ -
SERVICES COST				$ -
C. OTHER COST CATEGORIES				$ -
Materials/Supplies				$ -
Facility/Space Costs				$ -
Specific Assistance to Clients				$ -
Equipment				$ -
Other: Specify				$ -
Total Cost	**$ 49,432.41**	**$ 13,621.00**	**$ -**	$ 63,053.41
Unit Cost	**$ 13.46**		**$ 3.36**	$ 16.82

Total Project Budget:		
Total Agency Budget:		
Percentage of Project Budget:		

PROVIDER SIGNATURE

HEALTH AND HUMAN SERVICES
REVIEWER SIGNATURE

Cash Match Summary

1. Participant Income (Client Voluntary Contributions):	$
2. Provider Match (Total):	$
3. Total Sources of non-HHS Funding:	$

ANNEX B

PROJECT BUDGET SUMMARY

Agency/Provider Name: City of Hoboken		Program Name: Benefit Screening Services		
		Program Code: 88	Taxonomy Code: 102	
Complete Schedules A-C for cost categories as applicable.		Total Units: 938		
Cost Category	**Health and Human Services AAA Allocation**	**Grantee Cash Match**	**Grantee In-Kind Match**	**Total**
A. PERSONNEL COST				
Salaries / Wages	$ 32,748.07	$ 6,882.20	$ -	$ 39,630.27
Fringe Benefits				$ -
B. CONSULTANT / PROFESSIONAL				$ -
SERVICES COST				$ -
C. OTHER COST CATEGORIES				$ -
Materials/Supplies				$ -
Facility/Space Costs				$ -
Specific Assistance to Clients				$ -
Equipment				$ -
Other: Specify				$ -
Total Cost	$ 32,748.07	$ 6,882.20	$ -	$ 39,630.27
Unit Cost	$ 34.92		$ 8.73	$ 43.65

Total Project Budget:		
Total Agency Budget:		
Percentage of Project Budget:		

ANNEX B

PROJECT BUDGET SUMMARY

Agency/Provider Name: City of Hoboken		Program Name: Care Management		
		Program Code: 88	Taxonomy Code: 105	
Complete Schedules A-C for cost categories as applicable.		Total Units: 3000		
Cost Category	**Health and Human Services AAA Allocation**	**Grantee Cash Match**	**Grantee In-Kind Match**	**Total**
A. PERSONNEL COST				
Salaries / Wages	$ 42,916.52	$ 13,621.00	$ -	$ 56,537.52
Fringe Benefits				$ -
B. CONSULTANT / PROFESSIONAL				$ -
SERVICES COST				$ -
C. OTHER COST CATEGORIES				$ -
Materials/Supplies				$ -
Facility/Space Costs				$ -
Specific Assistance to Clients				$ -
Equipment				$ -
Other: Specify _____				$ -
Total Cost	$ 42,916.52	$ 13,621.00	$ -	$ 56,537.52
Unit Cost	$ 34.92		$ 8.73	$ 43.65

Total Project Budget:		
Total Agency Budget:		
Percentage of Project Budget:		

ANNEX B

SCHEDULE A: PERSONNEL COSTS

Name of Provider: City of Hoboken			Program Name: Information & Assistance			
			Program Number: 86		Taxonomy of Service: 101	
List all full and part-time paid staff, including fringe benefits. Job descriptions must be provided for all personnel whose salary is covered in whole or in-part by HHS funding. ATTACH ADDITIONAL SHEETS IF NEEDED						
Position Title	Incumbent Name, Vacant, or New Position	Annual Salary	Related Degrees, Licensures, Certifications	Percent of Time on Project	Funds from Health and Human Services	Matching Funds
Case Manager	Lisa Sanes	$ 59,980.48		50%	$ 7,627.00	$ 2,550.00
Case Manager	Marcia Morales	$ 62,038.33		50%	$ 7,832.00	$ 2,921.00
Principal Clerk	Florence Amato	$ 80,166.62		50%	$ 7,845.00	$ 2,700.00
Supervisor, Senior Citizen Program	Tom Foley	$ 85,528.57		50%	$ 10,187.41	$ 2,500.00
Vehicle Transportation	John Domauro	$ 52,024.48		100%	$ 5,207.00	$ 1,200.00
Senior Aide	Cosmo Sancilio	$ 42,039.01		60%	$ 3,375.00	$ 1,000.00
Senior Aide	Charles Schulz	$ 13,000.00		100%	$ 3,472.00	$ 300.00
Vehicle Transportation	Howard Reisen	$ 19,500.00		100%	$ 4,122.00	$ 450.00
Sub-Totals					$ 49,432.41	$ 13,621.00
Fringe Benefits at						
TOTAL PERSONNEL COSTS	$ 394,277.44				$ 49,432.41	$ 13,621.00

Note: Attach copies of job descriptions.

SCHEDULE A: PERSONNEL COSTS

Name of Provider: City of Hoboken			Program Name: Benefit Screenings Services			
			Program Number: 88		Taxonomy of Service: 102	
List all full and part-time paid staff, including fringe benefits. Job descriptions must be provided for all personnel whose salary is covered in whole or in-part by HHS funding. ATTACH ADDITIONAL SHEETS IF NEEDED						
Position Title	Incumbent Name, Vacant, or New Position	Annual Salary	Related Degrees, Licensures, Certifications	Percent of Time on Project	Funds from Health and Human Services	Matching Funds
Case Manager	Lisa Sanes	$ 59,980.48		20%	$ 7,486.72	$ 2,550.00
Case Manager	Marcia Morales	$ 62,038.33		20%	$ 7,793.61	$ 2,921.00
Principal Clerk	Florence Amato	$ 80,166.62		20%	$ 7,516.61	$ 2,700.00
Supervisor, Senior Citizen Program	Tom Foley	$ 85,528.57		20%	$ 10,028.13	$ 2,500.00
Vehicle Transportation	John Domauro	$ 52,024.48		0%		
Senior Aide	Cosmo Sancilio	$ 42,039.01		0%		
Senior Aide	Charles Schulz	$ 13,000.00		0%		
Vehicle Transportation	Howard Reisen	$ 19,500.00		0%		
Sub-Totals					$ 32,748.07	$ 10,671.00
Fringe Benefits at						
TOTAL PERSONNEL COSTS	$ 394,277.44				$ 32,748.07	$ 10,671.00

SCHEDULE A: PERSONNEL COSTS

Name of Provider: City of Hoboken			Program Name: Case Management			
			Program Number: 88		Taxonomy of Service: 106	
List all full and part-time paid staff, including fringe benefits. Job descriptions must be provided for all personnel whose salary is covered in whole or in-part by HHS funding. ATTACH ADDITIONAL SHEETS IF NEEDED						
Position Title	Incumbent Name, Vacant, or New Position	Annual Salary	Related Degrees, Licensures, Certifications	Percent of Time on Project	Funds from Health and Human Services	Matching Funds
Case Manager	Lisa Sanes	$ 59,980.48		20%	$ 3,809.00	$ 2,550.00
Case Manager	Marcia Morales	$ 62,038.33		30%	$ 8,203.00	$ 2,921.00
Principal Clerk	Florence Amato	$ 80,166.62		30%	$ 8,018.00	$ 2,700.00
Supervisor, Senior Citizen Program	Tom Foley	$ 85,528.57		60%	$ 8,538.52	$ 2,500.00
Vehicle Transportation	John Domauro	$ 52,024.48		0%	$ 5,494.00	$ 1,200.00
Senior Aide	Cosmo Sancilio	$ 42,039.01		50%	$ 3,375.00	$ 1,000.00
Senior Aide	Charles Schulz	$ 13,000.00		0%	$ 3,472.00	$ 300.00
Vehicle Transportation	Howard Reisen	$ 19,500.00		0%	$ 4,122.00	$ 450.00
Sub-Totals					$ 42,916.52	$ 13,621.00
Fringe Benefits at						
TOTAL PERSONNEL COSTS	$ 394,277.44				$ 42,916.52	$ 13,621.00

ANNEX B

SCHEDULE B: CONSULTANT SERVICES

Name of Provider:	Program Name:
	Program Number: Taxonomy of Service:

Examples of consultant services: accounting, medical, psychological, psychiatric, and other professional services. A copy of individual agreements must be provided.

ATTACH ADDITIONAL SHEETS IF NEEDED

Consultant and Professional Services	Total Allocation	Basis for Cost	Funds from Health and Human Services (HHS)	Matching Funds
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
TOTAL CONSULTANT AND PROFESSIONAL FEES			$ -	$ -

ANNEX B

SCHEDULE C: OTHER COST CATEGORY

Name of Applicant: City of Hoboken	Program Name: Care Management			
	Program Number: 88		Taxonomy of Service: 705	
List office expenes and related cost categories applicable to the funded program. A copy of any pertinent information will need to be attached when requesting funds for these budget categories.				
ATTACH ADDITIONAL SHEETS IF NEEDED				
Other Cost Category	**Total Funds Needed**	**Basis for Cost**	**Funds from HHS**	**Matching Funds**
Materials and Supplies	Not Applicable			$ -
Facility/Space Costs	Not Applicable			$ -
Equipment	Not Applicable			$ -
Specific Assistance to Clients	Not Applicable			$ -
Other: Specify				$ -
				$ -
				$ -
TOTAL OTHER COSTS		$ -	$ -	$ -

ANNEX B

OTHER SOURCES OF FUNDING RELATED TO THIS PROJECT

Name of Provider: City of Hoboken	Program Name: Care Management	
	Program Number: 88	Taxonomy of Service: 705

Code all listed sources as either (F) Federal Government, (S) State Government, (L) Local City/County Government, (PD) Private/Donation, or (PI) Participant Income.

ATTACH ADDITIONAL SHEETS IF NEEDED

SOURCE	AMOUNT	CODE
TOTAL FUNDS FROM OTHER SOURCES	$ -	

TOTAL FUNDS FROM OTHER SOURCES INDICATED ON BUDGET SUMMARY PAGE	$ -

NOTE: THE TOTAL FUNDS FROM OTHER SOURCES MUST EQUAL THE SAME AMOUNT INDICATED ON THE BUDGET SUMMARY PAGE UNDER "TOTAL SOURCES OF NON-HHS FUNDING".

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 19 2016

F5

James J. Farrier
CITY CLERK

INTRODUCED BY:
SECONDED BY:

CITY OF HOBOKEN
RESOLUTION NO. _____

INSERTING A SPECIAL ITEM OF REVENUE INTO THE CY 2016 MUNICIPAL BUDGET TO ACCOUNT FOR FUNDS RECEIVED FROM THE 2016 BULLETPROOF VEST PARTNERSHIP

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the Budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and,

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

WHEREAS, the City of Hoboken has received notice of an award of $17,097.70 from the Bureau of Justice Assistance for the CY2016 Bulletproof Vest Partnership solicitation, and wishes to amend its CY2016 Budget to include this amount as revenue.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hoboken hereby requests that the Director of the Division of Local Government Services approve the insertion of an item of revenue in the CY2016 budget in the amount of $17,097.70. This is now available as revenue from:

Miscellaneous Revenues:
Special Items of General Revenue Anticipated
With Prior Written Consent of the Director of the
Division of Local Government Services:
State and Federal Revenues Off-set with
Appropriations:
Bulletproof Vest
Other Expenses $17,097.70

BE IT FURTHER RESOLVED by the City Council of the City of Hoboken that the sum of $17,097.70 is hereby appropriated under the caption of:

General Appropriations:
(a) Operations Excluded from CAPS
State and Federal Programs Off-Set by
Revenues:
Bulletproof Vest O/E
Other Expenses $17,097.70

NOW, THEREFORE, BE IT RESOLVED, that the City Clerk will forward a certified copy of this resolution electronically to the Director of Local Government Services for approval.

Meeting date: October 19, 2016

APPROVED:

STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino				

Bullet Proof Vest

POLICE DEPARTMENT
CITY OF HOBOKEN

One Police Plaza
Hoboken, New Jersey 07030-5704

Kenneth F. Ferrante
Chief of Police

Tel. (201) 420-2002
Fax. (201) 714-9415

INTRADEPARTMENTAL MEMORANDUM

DATE: Wednesday October 12, 2016

TO: Mr. George DeStefano, C.F.O.

FROM: Lt. John Miskulin

SUBJECT: Award from the Fiscal Year (FY) 2016 Bulletproof Vest Partnership (BVP) solicitation.

The Hoboken Police Department has been advised from The Bureau of Justice Assistance (BJA) that the City of Hoboken and the Hoboken Police Department will receive an award under the Fiscal Year (FY) 2016 Bulletproof Vest Partnership (BVP) solicitation. These Federal funds have been posted to the City/Police Department account in the BVP System. As you know these awarded funds can be requested as a 50% reimbursement on the purchase of certain body armor purchased by the City of Hoboken. It appears the award is for $17,097.70 which can be requested per the guidelines of the program until the award expiration on 08/31/2018. For your convenience I have attached a copy of the BVP system "Status" page which illustrates the aforementioned 2016 Award.

Respectfully Submitted,

Lt. John Miskulin

CC: Chief Kenneth Ferrante, HPD
Captain Tory Pasculli, HPD
Det. Charles Kucz, HPD / Body Armor File
Mr. Stephen Marks, Office of Business Administration

10/12/2016

STATUS

This "Status" page shows any pending actions that must be completed prior to program deadlines. It also provides you with payment(s) status for tracking your requests for approved funds.

- Red ! 's indicate your attention is needed in order to complete a task for action.

CURRENT ACTIVITY STATUS

Application	✔Approved by BVP	View Details

AVAILABLE AWARDS

ATTN	Fiscal Year	Award Amount	Total Paid	Total Requests	Eligible Balance	Expiration Date
	2016	$17,097.70	$0.00	$0.00	$17,097.70	08/31/2018

George DeStefano

From: owner-bvp-list@ojp.usdoj.gov on behalf of BVP [bvp@usdoj.gov]
Sent: Friday, October 07, 2016 3:31 PM
Subject: Fiscal Year 2016 BVP Awards

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your agency will receive an award under the Fiscal Year (FY) 2016 Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the BVP System. A complete list of FY 2016 BVP awards is available at: http://www.ojp.usdoj.gov/bvpbasi/.

The FY 2016 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2016. The deadline to request payments from the FY 2016 award is August 31, 2017, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Please see the following websites for a list of NIJ compliant vests:

Ballistic Vests: http://nij.gov/nij/topics/technology/body-armor/compliant-ballistic-armor.htm

Stab Resistant Vests: http://nij.gov/nij/topics/technology/body-armor/compliant-stab-armor.htm

As a reminder, all jurisdictions that applied for FY 2016 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document: http://www.ojp.usdoj.gov/bvpbasi/docs/FAQsBVPMandatoryWearPolicy.pdf

Finally, please visit the following page for checklists and guides for each step of the BVP process: http://ojp.gov/bvpbasi/bvpprogramresources.htm

For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at vests@usdoj.gov or 1-877-758-3787.

Thank you

BVP Program Support Team
Bureau of Justice Assistance

PS1

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO._____

A RESOLUTION APPROVING PARTICIPATION WITH THE NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY'S "DRIVE SOBER OR GET PULLED OVER" 2016 YEAR END HOLIDAY CRACKDOWN

WHEREAS, the State of New Jersey Division of Highway Traffic Safety has asked law enforcement agencies throughout New Jersey to participate in the "Drive Sober or Get Pulled Over" 2016 Year End Holiday Crackdown from December 9, 2016 through January 1, 2017, in an effort to increase enforcement of impaired driving; and,

WHEREAS, 27% of all motor vehicle fatalities in New Jersey are alcohol related; and,

WHEREAS, the City of Hoboken is therefore interested in participating in the "Drive Sober or Get Pulled Over" 2016 Year End Holiday Crackdown initiative; and,

WHEREAS, the Division of Highway Traffic Safety provides reimbursement by way of grant funding for overtime police enforcement.

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

1) The Department of Public Safety and the Hoboken Police Department are authorized to participate in the program via overtime of Police Officers as allowed in the program reimbursement guidelines.
2) The Mayor or her designee is authorized to execute the above referenced grant application, and all other documents to fulfill the intent of the application and subsequent grant funding, and the Council ratifies same.
3) As a matter of public policy, the City of Hoboken wishes to participate to the fullest extent possible with the Drive Sober or Get Pulled 2016 Year End Holiday Crackdown.
4) This resolution shall take effect immediately.

Meeting date: October 19, 2016

APPROVED:

STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 19 2016

CITY CLERK

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	✓			
Peter Cunningham	✓			
Michael DeFusco	✓			
James Doyle	✓			
Tiffanie Fisher	✓			
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
President Jen Giattino	✓			

Hoboken City

MOB-YEHDS-2016-Hoboken City-00018

GENERAL INFORMATION

Applicant Agency Hoboken City

Project Title 2016 Drive Sober or Get Pulled Over Year End Holiday Crackdown

Federal Tax ID # 226001993

Project Period

From 12/9/2016 to 1/1/2017

Financial reimbursement claim due no later than February 1, 2017.

Type of Application

Initial

Draft

Hoboken City
MOB-YEHDS-2016-Hoboken City-00018

CONTACT INFORMATION

Project Director

Prefix:	Lieutenant
First Name:	John
Last Name:	Miskulin
Title:	Lieutenant
Address 1:	106 Hudson Street
Address 2:	
City:	Hoboken
State:	New Jersey
Zip:	07030
Phone:	201 - 420 - 5122 ext.
Fax:	201 - 420 - 2083
E-mail:	miskulinj@hobokenpd.org

Financial Director

Prefix:	Mr.
First Name:	George
Last Name:	DeStefano
Title:	Chief Financial Officer
Address 1:	94 Washington Street
Address 2:	
City:	Hoboken
State:	New Jersey
Zip:	07030
Phone:	201 - 420 - 2028 ext.
Fax:	201 - 420 - 2019
E-mail:	gdestefano@hobokennj.gov

Draft

Hoboken City
MOB-YEHDS-2016-Hoboken City-00018

CONTACT INFORMATION

Authorizing Official

Prefix:	Honorable
First Name:	Dawn
Last Name:	Zimmer
Title:	Mayor
Address 1:	94 Washington Street
Address 2:	
City:	Hoboken
State:	New Jersey
Zip:	07030
Phone:	201 - 420 - 2013 ext.
Fax:	201 - 420 - 2096
E-mail:	dzimmer@hobokennj.gov

Draft

NARRATIVE DESCRIPTION OF PROJECT

☑ I agree to the Terms and Conditions found below.*

Problem Statement:

Impaired driving remains a significant issue, both in New Jersey and nationally. In 2014, alcohol impaired fatalities (based on all drivers and motorcycle riders with a .08 BAC or higher) accounted for 29% of New Jersey's traffic fatalities. This project will provide funding to implement a statewide impaired driving enforcement campaign as part of the *2016 Drive Sober or Get Pulled Over Year End Holiday Crackdown.*

Between December 9, 2016 and January 1, 2017, police officers, on an overtime basis, will conduct special enforcement patrols targeting impaired drivers. The patrols will consist of roving patrols and fixed checkpoints.

Objectives:

To reduce the rate of alcohol-related driving fatalities in the state by 2.5 percent from the 2012-2014 calendar base year average through targeted impaired driving enforcement and education during the *2016 Drive Sober or Get Pulled Over Year End Holiday Crackdown.*

Methodology:

REMINDER: As per directives from the National Highway Traffic Safety Administration (which provides the federal funding for this grant) Chiefs of Police are **not** eligible to work grant-funded overtime through this grant.****

This federally-funded grant project consists of an enforcement overtime campaign from **December 9, 2016 through January 1, 2017.** The project is designed to raise awareness about the dangers of drinking and driving, to offer deterrence through visible enforcement, to arrest impaired drivers, and to issue summonses for relevant motor vehicle violations. The grant will pay for **100** hours of overtime enforcement during the crackdown period, with a maximum rate to be reimbursed of **$50 per hour.** The 100 overtime hours will be used for roving patrols and checkpoints.

This is a **reimbursement grant.** Participating departments will incur all costs and then submit the necessary documentation to the Division of Highway Traffic Safety for reimbursement.

This is an **enforcement campaign.** A reasonable number of impaired driving arrests and other summonses are expected in relation to overtime hours worked. **Overtime activities can only be conducted within the dates of the project period and must be conducted between the hours of 8 pm and 4 am.**

All grantees are expected to conform to the established "Law Enforcement Performance/Productivity Standards for Federally Funded NJDHTS Grants."

The maximum project overtime rate is **$50.00 per hour** regardless of what officer works the project hours. The officer is to receive the full dollar amount in overtime. Administrative costs or fees should be considered "in kind services" or soft matches and are not a part of this grant. **It is up to the agency to establish its pay rate for the project.** The Division encourages agencies to pay all participating officers a flat $50 per hour rate for this overtime detail, but agencies may pay their usual overtime rates, if they wish, in which case the reimbursement from the Division will be:

Officers paid $50.00 - project will reimburse at $50.00 per hour
Officers paid less than $50.00 - project will reimburse at that lower rate
Officers paid more than $50.00 - project will reimburse at $50.00 per hour with the municipality covering the remainder of the rate

Again, the maximum hourly rate to be reimbursed is $50 per hour, regardless of whether all the grant-budgeted hours are worked or not.

Draft

Hoboken City

MOB-YEHDS-2016-Hoboken City-00018

Evaluation (Administrative (Performance) Evaluation)

☐ **I agree to the Terms and Conditions found below.***

1. News release sent to local media and resolution/proclamation approved by local governing body.

2. A reasonable number of motor vehicle stops made, impaired driving arrests and summonses issued in relation to overtime hours worked.

3. "Law Enforcement Performance/Productivity Standards for Federally Funded NJDHTS Grants" adhered to.

4. Display Variable Message Board with the "Drive Sober or Get Pulled Over" theme during the project period, if possible.

5. Timely submittal of Enforcement Summary Report in SAGE by January 13, 2017.

6. Financial Reimbursement claim submitted in SAGE by February 1, 2017.

Draft

Hoboken City
MOB-YEHDS-2016-Hoboken City-00018

ACCEPTANCE OF CONDITIONS

Acceptance of Conditions can be found by clicking here.

☐ I agree to the Terms and Conditions outlined in Acceptance of Conditions document found above.

Draft

10/4/2016

Hoboken City
MOB-YEHDS-2016-Hoboken City-00018

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Certification regarding Debarment and Suspension can be found by clicking here.

☐ I agree to the Terms and Conditions outlined in the Certification regarding Debarment and Suspension document found above.

Draft

10/4/2016

Hoboken City
MOB-YEHDS-2016-Hoboken City-00018

PROJECT LOCATION

County:	Municipalities:
Hudson County	Hoboken City

Draft

Hoboken City

MOB-YEHDS-2016-Hoboken City-00018

ENFORCEMENT/EDUCATION DETAILS

Description	Number of Hours	Number of Staff	Hourly Rate	Federal Share	State/ Local Share	Total Amount
Impaired Driving Overtime Enforcement	100	1	$50.00	$5,000.00	$0	$5,000.00

Draft

Hoboken City

MOB-YEHDS-2016-Hoboken City-00018

BUDGET SUMMARY

Budget Line Item	Federal Share	State/Local Share	Total Amount Requested
Enforcement/Education Details	$5,000	0	$5,000

Draft

Hoboken City
MOB-YEHDS-2016-Hoboken City-00018

SIGNATURES

Project Director Approval

Name

☐ I approve this application for submission

Financial Director Approval

Name

☐ I approve this application for submission

Authorizing Official Approval

Name

☐ I approve this application for submission

Draft

State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF HIGHWAY TRAFFIC SAFETY
PO Box 048
TRENTON, NJ 08625-0048

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

CHRISTOPHER S. PORRINO
Attorney General

Drive Sober or Get Pulled Over 2016 Year End Holiday Crackdown Grant

September 26, 2016

Dear Chief:

I am pleased to offer your department the opportunity to participate in our annual end-of-year impaired driving enforcement grant program. The Division of Highway Traffic Safety is prepared to offer your department **$5,000** in overtime enforcement grant funding, to be utilized during the **Drive Sober or Get Pulled Over 2016 Year End Holiday Crackdown** from **December 9, 2016 - January 1, 2017.**

If you choose to accept this invitation, you will submit your grant application on-line through the SAGE e-grant system. Detailed instructions follow. Please read the instructions carefully. The application for this grant will be available in SAGE beginning on October 3, 2016 and **must be submitted to NJDHTS by November 18, 2016.**

When you access the grant application in SAGE, please familiarize yourself with the Project Methodology, as you will be expected to adhere to all components of it. This is a reimbursement grant, meaning your agency will incur the costs and then submit documentation to the Division, also through the SAGE system, to be reimbursed. The maximum hourly rate that will be reimbursed for the enforcement overtime is $50 per hour.

After you have submitted your completed application through SAGE, you will be notified of your approval through SAGE, as well. No written approvals will be sent out.

I am confident that your participation in this grant program will help enhance safety on our roads during the holiday season. If you have any questions, please call me at (609) 633-9022.

Sincerely,

Bob Gaydosh

Bob Gaydosh, North Region Supervisor
NJ Division of Highway Traffic Safety
140 East Front Street, 7th Floor
PO Box 048
Trenton, NJ 08625

TEL: (609) 633-9300 (800) 422-3750 FAX: (609) 633-9020
www.njsaferoads.com

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DRIVE SOBER OR GET PULLED OVER
2016
YEAR END HOLIDAY CRACKDOWN GRANT

! BEFORE ACCESSING THE GRANT APPLICATION !

If your agency has previously applied for an NJDHTS grant in BLUE SAGE you may proceed to the instructions on the next page.

There are two versions of the SAGE system. The GREEN SAGE system covers all municipalities and counties in the State of New Jersey and is operated by the State DCA. NJDHTS grants are located on the similar, but separate, BLUE SAGE system.

***If your department has never submitted a SAGE application to NJDHTS your AUTHORIZING OFFICIAL (Mayor or designee) must log in to GREEN SAGE to assign the proper roles and establish/add any new users. Every municipality already has an assigned AUTHORIZING OFFICIAL in GREEN SAGE.

The link for State DCA GREEN SAGE is:
https://njdcasage.state.nj.us/Portal.asp

The SAGE roles that need to be established IN GREEN SAGE to submit an NJDHTS grant application are:

1. **AUTHORIZING OFFICIAL** (Mayor)
2. **AGENCY ADMINISTRATOR** (Project Director – the person who actually fills out the application and coordinates the grant for the agency, usually the Traffic Unit rep.)
3. **AGENCY ADMINISTRATOR** (CFO/Treasurer)

***There is a third SAGE role (Agency Staff) in which personnel can be assigned. However individuals in this role will be able to assist, but not create or submit any grants or reports in SAGE.
***Users and roles established in GREEN SAGE automatically transfer to BLUE SAGE, where NJDHTS grants are located.
***If your Authorizing Official has any issues logging in and establishing users and roles in GREEN SAGE they will need to call the State DCA help desk at 609-292-8134. NJDHTS cannot deal with issues relating to GREEN SAGE. Also, once your roles are established in GREEN SAGE, the DCA help desk will not assist you with the NJDHTS grant application in BLUE SAGE. Those questions must be directed to NJDHTS.

Once the three SAGE roles have been established for your agency in GREEN SAGE you are ready to apply for the grant in BLUE SAGE

TO CREATE YOUR GRANT APPLICATION IN BLUE SAGE FOR THE
2016 DRIVE SOBER OR GET PULLED OVER
YEAR END HOLIDAY CRACKDOWN GRANT
December 9, 2016 through January 1, 2017
$5,000

The grant application for *Drive Sober or Get Pulled Over* will be accessible in BLUE SAGE during the following period:
October 3, 2016 until November 18, 2016

The Sage "Agency Administrator" for your agency should go to the NJDHTS website www.njsaferoads.com and click on the blue banner for "Sage E-Grants."

When you have logged in to Blue Sage, open the folder on the left hand side of the page titled: "HTS Mobilization 2016 Drive Sober or Get Pulled Over Year End Holiday Crackdown".

Click on "Create New HTS Mobilization 2016 Drive Sober or Get Pulled Over Year End Holiday Crackdown."

The next page will ask: "Are you sure you want to apply?"
Click on: "I agree".

You will now be on the Application Menu page of the application and will see the 10 pages (forms) of the application on the right hand side of the page.

You must fill out the requested information on each of the pages and be sure to SAVE each page before continuing:

General Information. This page is pre-filled. No additional information is needed. Hit the SAVE button to the upper left, then the NEXT button to the right.

Contact Information. Fill in all of the requested contact information for the Project Director, Financial Director, and Authorizing Official for your grant application. Hit the SAVE button to the upper left, then the NEXT button to the right.

Narrative Description of Project. Please read and familiarize yourself with the information on this page and check the box near the top that you agree to the Terms and Conditions. Hit the SAVE button to the upper left, then the NEXT button to the right.

Evaluation (Administrative (Performance) Evaluation). Please read and familiarize yourself with the information on this page and check the box that you agree to the Terms and Conditions. Hit the SAVE button to the upper left, then the NEXT button to the right.

Acceptance of Conditions. Please read the conditions and check the box that you agree to the Terms and Conditions. Hit the SAVE button to the upper left, then the NEXT button to the right.

Certification Regarding Debarment and Suspension. Please read the Certification and check the box that you agree to the Terms and Conditions. Hit the SAVE button to the upper left, then the NEXT button.

Project Location. Select your county and your municipality. Hit the SAVE button to the upper left, then the NEXT button to the right.

Enforcement/Education Details. This budget page is pre-filled. No additional information is needed. Hit the SAVE button to the upper left, then the NEXT button.

Budget Summary. This budget page is pre-filled. No additional information is needed. Hit the SAVE button to the upper left, then the NEXT button to the right.

Signatures. Three electronic signatures are needed on this page.
Each of the three:
Project Director (In SAGE role "Agency Administrator")
Financial Director (In SAGE role "Agency Administrator")
Authorized Official (In SAGE role "Authorized Official")
must separately log in, check off their approval, and enter their name. Hit SAVE after each signature is done. If the SAVE box is grayed and the person cannot sign and SAVE the page then you have an issue with that person being in the wrong SAGE role. This is a common problem. If this occurs you should call NJDHTS (not the State DCA) to explain the situation. In most cases this can be easily fixed.

*****Once all three electronic signatures are secured, either **the "Authorized Official" or "Agency Administrator" must click the "change status" bar on the Application Menu page of the application** (the page with the forms listed along the right-hand side of the page) **to submit the application.** The "change status" bar is located to the left of the Application Menu page of the application in the Status Management area. Clicking the "change status" bar will move your application from "Application in Process" to "Application in Staff Review" (submitted).**********

***Note, the SAGE "Authorized Official" or "Agency Administrator" can submit the grant to NJDHTS.

If you look to the upper right of the application, you will see the word **Status:** followed by the status of your application. If the status says "Application in Process" your application has not yet been successfully submitted.

THE DEADLINE TO SUBMIT YOUR APPLICATION IN SAGE TO NJDHTS IS November 18, 2016

OTHER NOTES:

You can save the application and return to it later. Again, the application will remain "in process" with you until your Authorizing Official or Agency Administrator submits it.

If you have any questions during the NJDHTS application process in Blue SAGE, please contact your respective DHTS Region Supervisor by phone or e-mail:

North Region:
Bob Gaydosh
609-633-9022
robert.gaydosh@lps.state.nj.us

Central Region:
Ed O'Connor
609-633-9048
Edward.O'Connor@lps.state.nj.us

South Region
Ray Reeve
609-633-9093
raymond.reeve@lps.state.nj.us

Do not call the State DCA Help Desk (609-292-8134) with questions or issues regarding the NJDHTS application in Blue SAGE. The State DCA Help Desk can only assist with Green SAGE login issues involving your Authorized Official.

Thank you.

PS2

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO ATLANTIC TACTICAL TO PURCHASE EQUIPMENT FOR THE HOBOKEN POLICE DEPARTMENT IN ACCORDANCE WITH NEW JERSEY STATE ARMOR/EQUIPMENT CONTRACT #A82102 IN THE TOTAL AMOUNT NOT TO EXCEED $10,059.50

WHEREAS, the City of Hoboken requires certain equipment for the Hoboken Police Department as delineated in the attached proposal dated September 28, 2016; and,

WHEREAS, the Administration intends to award the contract for goods and provisions as described in the attached proposal dated September 28, 2016 to Atlantic Tactical pursuant to their New Jersey state contract #A82102, in the not to exceed amount of Ten Thousand Fifty Nine Dollars and Fifty Cents ($10,059.50).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that a contract is awarded to Atlantic Tactical for an amount not to exceed Ten Thousand Fifty Nine Dollars and Fifty Cents ($10,059.50), for goods and services as described in the September 28, 2016 proposal, and,

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the attached proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. This agreement shall be subject to a standard non-appropriation clause in favor of the City of Hoboken
5. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
6. The Mayor, or her designee is hereby authorized to execute an agreement with:

Atlantic Tactical
14 Worlds Fair Drive
Somerset, NJ 08873

Meeting date: October 19, 2016

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 19 2016

_____
CITY CLERK

APPROVED:

STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino				

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CONTRACT TO ATLANTIC TACTICAL TO PURCHASE EQUIPMENT FOR THE HOBOKEN POLICE DEPARTMENT IN ACCORDANCE WITH NEW JERSEY STATE ARMOR/EQUIPMENT CONTRACT #A82102 IN THE TOTAL AMOUNT NOT TO EXCEED $10,059.50

AMOUNT TO BE CERTIFIED:

$10,059.00

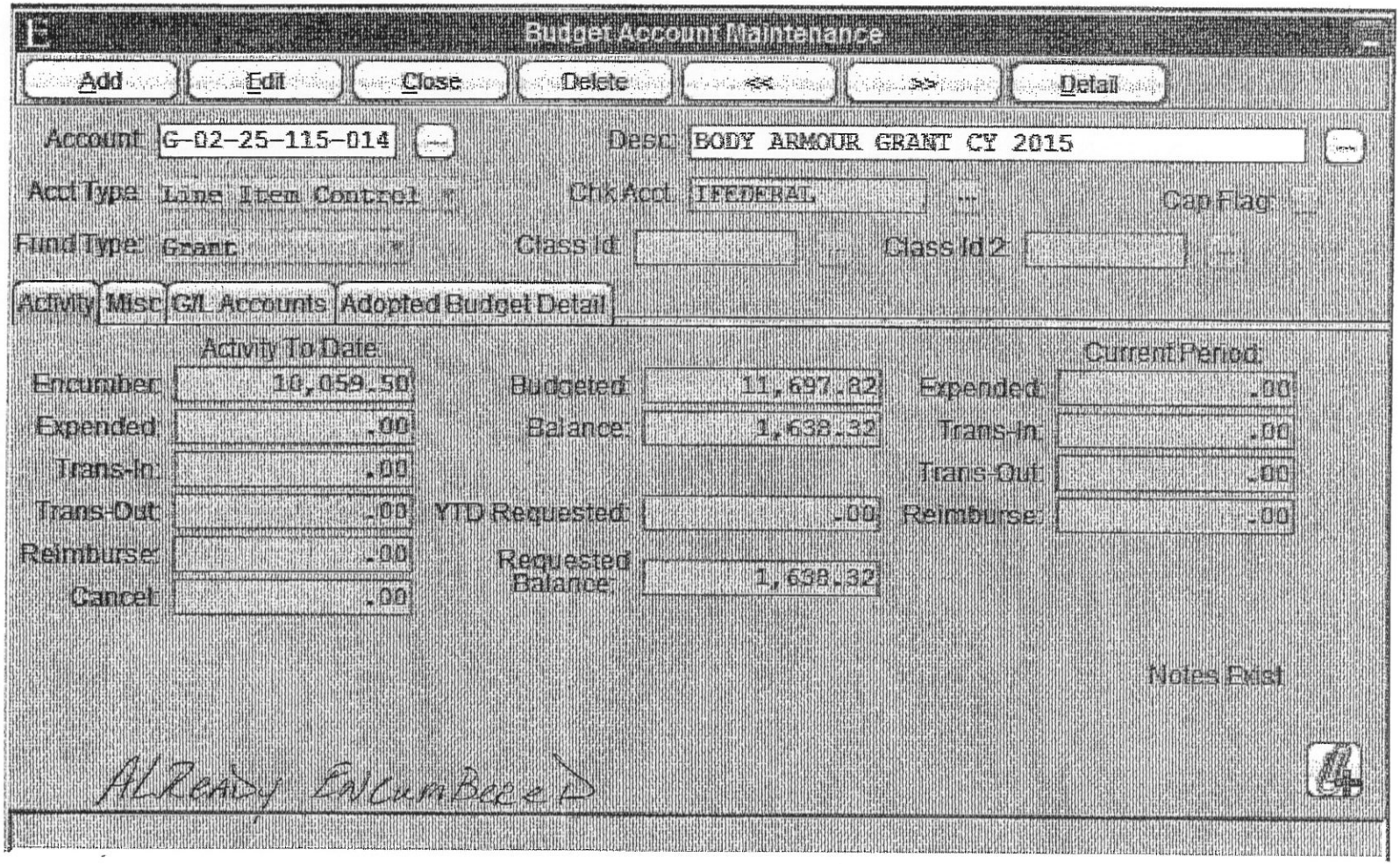
ACCOUNT NUMBER TO CERTIFY FROM:

G-02-25-115-014

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $10,059.00 is available in the following appropriation: G-02-25-115-014 ; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: George DeStefano, CFO


Budget Account Maintenance
Add
Edit
Close
Delete
<<
>>
Detail
Account: G-02-25-115-014
Desc: BODY ARMOUR GRANT CY 2015
Acct Type: Line Item Control
Chk Acct: FEDERAL
Cap Flag:
Fund Type: Grant
Class Id:
Class Id 2:
Activity
Misc
G/L Accounts
Adopted Budget Detail
Activity To Date:
Encumber: 10,059.50
Expended: .00
Trans-In: .00
Trans-Out: .00
Reimburse: .00
Cancel: .00
Budgeted: 11,697.82
Balance: 1,638.32
YTD Requested: .00
Requested Balance: 1,638.32
Current Period:
Expended: .00
Trans-In: .00
Trans-Out: .00
Reimburse: .00
Notes Exist
ALREADY ENCUMBERED

ATLANTIC TACTICAL™
OUTFITTING AMERICA'S HEROES
14 Worlds Fair Drive, Somerset NJ 08873
732-377-3297 • FAX 732-537-0007
REMIT TO: 763 Corporate Circle, New Cumberland, PA 17070

SALES QUOTE

SQ-80481878	9/28/2016

Customer	Contact	Ship To
HOBOKEN PD ATTN: Training Bureau 106 HUDSON ST 2nd FL HOBOKEN NJ 07030 Tel: (201)-420-5121,(201)-420-2011 Fax: (201)-420-2283		HOBOKEN PD PS POLICE 106 Hudson St HOBOKEN NJ 07030 Tel: (201)-420-5121 Fax: (201)-420-2283

Account	Terms	Due Date	Account Rep	Schedule Date
201300	Voucher	10/28/2016	Rich Slack	9/28/2016

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-80481878	Kucz	Quote - Body	FDX G Ground	1	10/11/2016

L	Item	Description	Qty	Price	UM	Discount	Amount
1		This is a Quote for Det. Charles Kucz KuczC@hobokenpd.org					
2							
3	Quote-SAFNJSC	NJ STATE ARMOR/EQUIP A82102 - SAF	1	$0.00	EA		$0.00
4							
5	GG9-NV-AP2	Second Chance Summit SM02 II Male,Shooter-COLOR:Navy CARRIER Apex Sizing on file Michael DeTrizio Edward Sellick Sgt. Jason Falco Marco Grossman Mark Mullins Anthony Russo Justin DePascale Ryan Houghton Connor Milne Fabian Quinones	10	$767.00	EA		$7,670.00
6	GG2-NV-AP2	Second Chance Summit SM02F II Structured Vest-Female-COLOR:Navy CARRIER:Apex2 Jennifer Lee - See sizing sheet	1	$767.00	EA		$767.00
7	19X-NV-0	Second Chance Extra Apex2 Carrier - COLOR:Navy .:.	11	$70.80	EA		$778.80
8	887-5X8	Protech IMPAC-HT Special Threat Plate-SIZE:5"x8"	10	$76.70	EA		$767.00
9	887-5x7	Protech IMPAC-HT Special Threat	1	$76.70	EA		$76.70

Thank you for giving us the opportunity to quote on your request. Please reference the above quote number when ordering or if you have any questions. Please feel free to call, fax, or email for any questions or other pricing requests you may have.

Thank You Again,

Page	1
Sub Total	$10,059.50
Running Sub Total	$10,059.50

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ATLANTIC TACTICAL™
OUTFITTING AMERICA'S HEROES
14 Worlds Fair Drive, Somerset NJ 08873
732-377-3297 • FAX 732-537-0007
REMIT TO: 763 Corporate Circle, New Cumberland, PA 17070

SALES QUOTE

SQ-80481878	9/28/2016

Customer	Contact	Ship To
HOBOKEN PD ATTN: Training Bureau 106 HUDSON ST 2nd FL HOBOKEN NJ 07030 Tel: (201)-420-5121,(201)-420-2011 Fax: (201)-420-2283		HOBOKEN PD PS POLICE 106 Hudson St HOBOKEN NJ 07030 Tel: (201)-420-5121 Fax: (201)-420-2283

Account	Terms	Due Date	Account Rep	Schedule Date
201300	Voucher	10/28/2016	Rich Slack	9/28/2016

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-80481878	Kucz	Quote - Body	FDX G Ground	2	10/11/2016

L	Item	Description	Qty	Price	UM	Discount	Amount
		Plate-SIZE:5"x7"					
		Jennifer Lee					
10	SH	SHIPPING/HANDLING - None	1	$0.00	EA		$0.00
11		Quoted prices per NJ State Contract #A82102					
12		Contract pricing will expire as of 10/30/16					

Thank you for giving us the opportunity to quote on your request. Please reference the above quote number when ordering or if you have any questions. Please feel free to call, fax, or email for any questions or other pricing requests you may have.

Thank You Again,

Tax Details
EXEMPT $0.000

Payment Details
01/01/00 No Payment History

Taxable	$0.00
Total Tax	$0.00
Exempt	$10,059.50
Total	$10,059.50
Balance	$10,059.50

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A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 19 2016

P53

INTRODUCED BY:
SECONDED BY:

James J. Farina
CITY CLERK

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO YOUR WAY CONSTRUCTION FOR THE FIREHOUSE HEADQUARTERS PROJECT IN ACCORDANCE WITH THE CITY'S BID NO. 16-24 IN THE TOTAL AMOUNT OF $91,439.30

WHEREAS, three (3) bids were received for Parking Lot Improvements to the Firehouse Headquarters project, as specified in Bid Number 16-24; and,

WHEREAS, the three (3) bids being:

Bidder	**Base Bid (Porous Pavement)**	**Alternate Bid (Traditional Pavement)**
Your Way Construction	$91,439.30	$91,694.30
Adamo Brothers Construction	$91,574.00	$85,524.00
Underground Utilities	$103,435.00	$107,234.40
Engineer's Estimate	*$96,260.00*	*$86,270.00*

WHEREAS, pursuant to the recommendation of the City Engineer (attached hereto) the City wishes to contract for the construction services specified in Bid No. 16–24 with Your Way Construction in the amount of **$91,439.30 (Base Bid)**, which was the lowest, responsible, and responsive bid proposal received, and to not award the alternate bid.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken as follows:

A. A contract is hereby awarded to Your Way Construction in the total amount of Ninety One Thousand Four Hundred Thirty Nine Dollars and Thirty Cents ($91,439.30) (their Base Bid) for the Parking Lot Improvements to the Firehouse Headquarters project, in accordance with the specifications as set forth in Bid No. 16-24.

B. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the project.

C. The contract shall be in accordance with the terms of the specifications and the

vendor's corresponding bid proposal documents. No exceptions were noted in the City's Engineer's recommendations; therefore, none will be accepted in performing obligations under the bid.

D. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.

E. The Mayor or her agent is hereby authorized to enter into an Agreement with the vendor for said purchase and sale.

F. This resolution shall take effect immediately upon passage.

Meeting date: October 19, 2016

APPROVED:

STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CONTRACT TO YOUR WAY CONSTRUCTION FOR THE FIREHOUSE HEADQUARTERS PROJECT IN ACCORDANCE WITH THE CITY'S BID NO. 16-24 IN THE TOTAL AMOUNT OF $91,439.30

AMOUNT TO BE CERTIFIED:

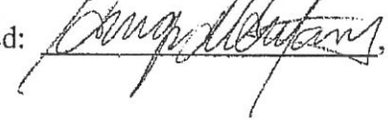
$91,439.30

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-716-311

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $91,439.30 is available in the following appropriation: C-04-60-716-311; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  , George DeStefano, CFO

Batch Id: GDS Batch Date: 10/19/16 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
C-04-60-716-311 Z-420 RENOVATIONS CITY BUILDINGS	Encumbrance	CFO CERT FOR MEETING 10/19/16 YOUR WAY	91,439.30	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	91,439.30
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	91,439.30

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	91,439.30
Total:	1	91,439.30

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	91,439.30

Batch: GDS Updated Entries: 1 Updated Amount: 91,439.30 Ref Num: 4455

CITY OF HOBOKEN
Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: October 19, 2016

To: Stephen Marks, Business Administrator
Corporation Counsel

From: AL B. Dineros

Subject: **Recommendation to Award the Contract for Bid 16 - 24 – Parking Lot Improvements at the Firehouse Headquarters**

Reference: (a) Memorandum from T&M Associates dated October 19, 2016

T&M Associates reviewed the bid proposal documentations submitted by the three (3) bidders and were satisfied that they met the intent of the specifications.

I reviewed the mandatory bid documents submitted by the three (3) bidders and I fully concur with the recommendations from T&M Associates to award the contract to Your Way Construction, Inc. for a total not to exceed amount of $91,439.30 for the base bid only. Below are the three bidders:

VENDOR	BASE BID	ALTERNATE BID
1. Your Way Construction, Inc. Irvington, NJ	$91,439.30	$91,694.30
- appears to have a complete submission.		
2. Adamo Brothers Construction Ridgefield, NJ	$91,574.00	$85,524.00
- appears to have a complete submission.		
3. Underground Utilities Corp. Hackensack, NJ 07601	$103,435.00	$107,234.40
- appears to have a complete submission.		

94 Washington Street · Hoboken, NJ 07030-0485
(201) 420-2011 fax (201) 420-2009

YOUR GOALS. OUR MISSION.

HOBK-00070

October 19, 2016

Mayor and Council Members
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Re: Recommendation of Award
Parking Lot Improvements at the Firehouse Headquarters (Bid 16-24)

Dear Mayor and Council Members:

On Tuesday, October, 18, 2016, three (3) bids were received for the **Parking Lot Improvements at the Firehouse Headquarters Project.** Enclosed is the bid summary for the project. The project was bid to provide the City with the option of either installing a porous pavement or a traditional pavement.

The following bids were received:

Bidder	Base Bid (Porous Pavement)	Alternate Bid (Traditional Pavement)
Your Way Construction	$91,439.30	$91,694.30
Adamo Brothers Construction	$91,574.00	$85,524.00
Underground Utilities	$103,435.00	$107,234.40
Engineer's Estimate	$96,260.00	$86,270.00

The lowest responsive bidder for the Base Bid is Your Way Construction, 404 Coit Street, Irvington, NJ 07111 with a base bid amount of $91,439.30.

We have reviewed all the bid documents and find that all required forms and documents have been provided by Your Way Construction.

It is our recommendation that since the Base Bid (Porous Pavement) is below the Engineer's Estimate and is the preferred design of the City that only the Base Bid be awarded and not the Alternate Bid.

Based on this recommendation and their low bid and satisfactory past performance, it is recommended the City award a contract to Your Way Construction for the **Parking Lot Improvements at the Firehouse Headquarters Project (Bid 16-24)** for a total amount of $91,439.30 (Base Bid).

Award should be contingent upon the following:

1. Certification of funds by the Chief Financial Officer.
2. Review of the bid documents by the City Attorney.
3. Approval from the New Jersey Department of Labor and Division of Wage and Hour Compliance.

If you have any questions or require additional information, please call.

Very truly yours,
T&M ASSOCIATES

PETER BONDAR, PE, CME
CONSULTING ENGINEER

PB
Enclosure

cc: Stephen Marks
Patrick Wherry
Al Dineros

K:\HOBK\00070\Correspondence\M&cC_PB_Recommendation of Award.docx

10/19/2016

CITY OF HOBOKEN
PARKING LOT IMPROVEMENTS AT THE FIREHOUSE HEADQUARTERS (BID 16-24)
BID SUMMARY

BASE BID (POROUS PAVEMENT)

Item	Description	Qty.	Unit	ENGINEER'S ESTIMATE		Your Way Construction 404 Coit Street Irvington, NJ 07111		Adamo Brothers Const. 1033 Alexander Avenue Ridgefield, NJ 07657		Underground Utilities 711 Commerce Road Linden, NJ 07036	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	CLEARING/GRADING SITE	1	LS	$10,000.00	$10,000.00	$25,893.00	$25,893.00	$5,000.00	$5,000.00	$20,000.00	$20,000.00
2	MODIFIED OPEN GRADED 12.5 MM FRICTION COURSE, 2.5" THICK	85	TON	$200.00	$17,000.00	$243.00	$20,655.00	$150.00	$12,750.00	$145.00	$12,325.00
3	TOP FILTER COURSE, CRUSHED STONE AGGREGATE NO. 57, 2" THICK	30	CY	$100.00	$3,000.00	$40.50	$1,215.00	$100.00	$3,000.00	$50.00	$1,500.00
4	STONE STORAGE BED, COARSE AGGREGATE NO. 2, 18" THICK	270	CY	$95.00	$25,650.00	$55.50	$14,985.00	$100.00	$27,000.00	$65.00	$17,550.00
5	COURSE AGGREGATE NO. 4, BROKEN STONE, 18" THICK	28	SY	$70.00	$1,960.00	$63.60	$1,780.80	$58.00	$1,624.00	$30.00	$840.00
6	9"X18" CONCRETE VERTICAL CURB	60	LF	$100.00	$6,000.00	$34.65	$2,079.00	$50.00	$3,000.00	$40.00	$2,400.00
7	GEOTEXTILE, NON-WOVEN FILTER FABRIC	520	SY	$5.00	$2,600.00	$0.90	$468.00	$5.00	$2,600.00	$6.00	$3,120.00
8	WASTE CLASSIFICATION TESTING & SAMPLING (IF & WHERE DIRECTED)	3	LS	$2,500.00	$7,500.00	$945.00	$2,835.00	$2,000.00	$6,000.00	$3,500.00	$10,500.00
9	DISPOSAL OF CONTAMINATED SOIL (IF & WHERE DIRECTED)	170	TON	$75.00	$12,750.00	$65.10	$11,067.00	$140.00	$23,800.00	$150.00	$25,500.00
10	TRAFFIC STRIPES, LONG-LIFE, THERMOPLASTIC, 4" WIDE (IF & WHERE DIRECTED)	360	LF	$5.00	$1,800.00	$6.75	$2,430.00	$5.00	$1,800.00	$5.00	$1,800.00
11	CHAIN-LINK FENCE, PVC-COATED, STEEL, 6' HIGH	50	LF	$100.00	$5,000.00	$87.75	$4,387.50	$50.00	$2,500.00	$60.00	$3,000.00
12	GATE, CHAIN-LINK FENCE, PVC-COATED, 6' HIGH, 12' WIDE, DOUBLE SWING GATE	2	UN	$1,500.00	$3,000.00	$1,822.00	$3,644.00	$1,250.00	$2,500.00	$2,450.00	$4,900.00
	TOTAL AMOUNT, BASE BID (POROUS PAVEMENT)				$96,260.00		$91,439.30		$91,574.00		$103,435.00

ALTERNATE BID (TRADITIONAL PAVEMENT)

ADD ALTERNATE A (INCLUSION OF TRADITIONAL PAVEMENT)

Item	Description	Qty.	Unit	ENGINEER'S ESTIMATE		Your Way Construction 404 Coit Street Irvington, NJ 07111		Adamo Brothers Const. 1033 Alexander Avenue Ridgefield, NJ 07657		Underground Utilities 711 Commerce Road Linden, NJ 07036	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
A-1	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	70	TON	$150.00	$10,500.00	$135.00	$9,450.00	$150.00	$10,500.00	$145.00	$10,150.00
A-2	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	520	SY	$8.00	$4,160.00	$15.50	$8,060.00	$10.00	$5,200.00	$10.97	$5,704.40
A-3	HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK	140	TON	$150.00	$21,000.00	$140.00	$19,600.00	$150.00	$21,000.00	$138.00	$19,320.00
			SUBTOTAL		$35,660.00		$37,110.00		$36,700.00		$35,174.40

DEDUCT ALTERNATE B (ELIMINATING POROUS PAVEMENT)

Item	Description	Qty.	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
2	MODIFIED OPEN GRADED 12.5 MM FRICTION COURSE, 2.5" THICK	85	TON	$200.00	-$17,000.00	$243.00	($20,655.00)	$150.00	($12,750.00)	$145.00	($12,325.00)
3	TOP FILTER COURSE, CRUSHED STONE AGGREGATE NO. 57, 2" THICK	30	CY	$100.00	-$3,000.00	$40.50	($1,215.00)	$100.00	($3,000.00)	$50.00	($1,500.00)
4	STONE STORAGE BED, COARSE AGGREGATE NO. 2, 18" THICK	270	CY	$95.00	-$25,650.00	$55.50	($14,985.00)	$100.00	($27,000.00)	$65.00	($17,550.00)
			SUBTOTAL		-$45,650.00		-$36,855.00		-$42,750.00		-$31,375.00
	TOTAL AMOUNT, BASE BID PLUS ADD ALTERNATE A MINUS DEDUCT ALTERNATE B (TRADITIONAL PAVEMENT)				$86,270.00		$91,694.30		$85,524.00		$107,234.40

CITY OF HOBOKEN

Bid No. 16-24/ PARKING LOT IMPROVEMENTS AT THE FIREHOUSE HEADQUARTERS MANDATORY FORMS TO BE SUBMITTED WITH BIDS

Each bidder is required to complete this checklist of all mandatory items that are required for this bid. The absence of any of these mandatory forms from the sealed bid package will be sufficient for the rejection of the entire bid. **Two (2) copies (one original and one duplicate) of these mandatory forms shall be submitted.**

1.	Affirmative Action Data Form	Pc
2.	Americans with Disabilities Act of 1990 Acknowledgement Form	Pc
3.	Affirmative Action Compliance Notice	Pc
4.	Prevailing Wage Affidavit	Pc
5.	Stockholder Disclosure Form	Pc
6.	Non-Collusion Form	Pc
7.	Nuclear-Free Hoboken Ordinance Statement	Pc
8.	Statement of Understanding	Pc
9.	Bid Proposal (Price Schedule)	Pc
10.	Proof of Business Registration (Copy of Business Registration Certificate) (Must be provided prior to the award of contract, includes subcontractors)	Pc
11.	Evidence of Public Works Contractor Registration (Must be provided prior to the award of contract, includes subcontractors)	Pc
12.	List of Subcontractors	Pc
13.	Subcontractor Certificate	Pc
14.	Bidder's Affidavit	Pc
15.	Ownership Statement Compliance Form	Pc
16.	Bid Bond	Pc
17.	Consent of Surety	Pc
18.	Acknowledgement of Surety Company	Pc
19.	Bidders Safety Acknowledgement	Pc
20.	Bidders Qualification Form	Pc
21.	Plant and Equipment Questionnaire (4 pages)	Pc
22.	Exceptions and Addendum	Pc
23.	Iran Disclosure Form	Pc
24.	Certification of Equal Employment Opportunity	Pc
25.	Certification of Non-Segregated Facilities	Pc
26.	Statement of Acknowledgement of American Iron and Steel Requirements	Pc
27.	State of New Jersey Debarred List Affidavit	Pc

COMPLETE SUBMISSION

10/19/2016

BID PROPOSAL

Bid Number: 16-24

Based upon the specification herein provided, the following is the proposal for this project:

PARKING LOT IMPROVEMENTS AT THE FIREHOUSE HEADQUARTERS

ninety-one thousand, four hundred thirty-nine dollars and thirty cents

Please write out the number. (BASE BID)

ninety-one thousand, six hundred ninety-four dollars and thirty cents

Please write out the number. (BASE BID PLUS ADD ALTERNATE A MINUS DEDUCT ALTERNATE B)

Name of Firm: Your Way Construction Inc

For the Firm: Your Way Construction Inc

Print Name: Pedro Costa

Title: President

Date: October 18, 2016

SCHEDULE OF PRICES
BID NO. 16-24
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY

Item	Description	Quantity	Unit	Unit Price Bid	Amount
1	CLEARING/GRADING SITE	1	LUMP SUM	$25,893.00	$25,893.00
2	MODIFIED OPEN GRADED 12.5 MM FRICTION COURSE, 2.5" THICK	85	TON	$ 243.00	$20,655.00
3	TOP FILTER COURSE, CRUSHED STONE AGGREGATE NO. 57, 2" THICK	30	CY	$ 40.50	$ 1215.00
4	STONE STORAGE BED, COARSE AGGREGATE NO. 2, 18" THICK	270	CY	$ 55.50	$ 14,985.00
5	COURSE AGGREGATE NO. 4, BROKEN STONE, 18" THICK	28	SY	$ 63.60	$ 1780.80
6	9"X18" CONCRETE VERTICAL CURB	60	LF	$ 34.65	$ 2079.00
7	GEOTEXTILE, NON-WOVEN FILTER FABRIC	520	SY	$ .90	$ 468.00
8	WASTE CLASSIFICATION TESTING & SAMPLING (IF & WHERE DIRECTED)	3	UN	$ 945.00	$ 2835.00
9	DISPOSAL OF CONTAMINATED SOIL (IF & WHERE DIRECTED)	170	TON	$ 65.10	$11,067.00
10	TRAFFIC STRIPES, LONG-LIFE, THERMOPLASTIC, 4" WIDE (IF & WHERE DIRECTED)	360	LF	$ 6.75	$ 2430.00
11	CHAIN-LINK FENCE, PVC-COATED STEEL, 6' HIGH	50	LF	$ 87.75	$4387.50
12	GATE, CHAIN-LINK FENCE, PVC-COATED STEEL, 6' HIGH, DOUBLE SWING GATE	2	UN	$1822.00	$ 3,644.00

TOTAL AMOUNT BASE BID (Items 1 through 12): $ 91,439.30

WRITE TOTAL AMOUNT BASE BID (Items 1 through 12):

ninety-one thousand, four hundred thirty-nine dollars and thirty cents

NOTE: This is a Unit Price Bid. The Unit Prices provided for each item are dispositive of the Bidders intent. The total Amount Bid is the correct sum of the Unit Prices bid multiplied by the Proposal quantities. Errors by the Bidder in determining the Amount Bid for an item or the correct Total Amount Bid or in expressing the correct Total Amount Bid in words will be corrected by the Engineer or OWNER.

ALTERNATES

Each Bidder shall complete all Alternates. The OWNER may reject the bid for any Alternate in accordance with NJSA 40A:11-13.2, and/or may waive any non-material deficiency, as the OWNER determines to be in its best interest.

The OWNER will consider awarding Alternates which are not rejected as follows:

Subject to the availability of funds, the OWNER may, but is not obligated to, award Alternates. Alternates will be awarded in the order listed except that an Alternate which would cause the funds available to be exceeded may not be awarded and subsequent less expensive Alternates, within the funds available, may be awarded in order.

NOTE: For the DEDUCT Alternates, the Bidder MUST use the same unit price for each of the items that was used in the Base Bid.

ADD ALTERNATE A (ALTERNATE PAVEMENT SECTION)

Item	Description	Quantity	Unit	Unit Price Bid	Amount
A-1	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	70	TON	$ 135.00	$ 9,450.00
A-2	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	520	SY	$ 15.50	$ 8,060.00
A-3	HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK	140	TON	$ 140.00	$ 19,600.00

TOTAL AMOUNT ADD ALTERNATE A (Items A-1 through A-3): $ 37,110.00

WRITE TOTAL AMOUNT ADD ALTERNATE A (Items A-1 through A-3):

thirty-seven thousand, one hundred ten dollars and zero cents

DEDUCT ALTERNATE B (BASE BID PAVEMENT SECTION)

Item	Description	Quantity	Unit	Unit Price Bid	Amount
2	MODIFIED OPEN GRADED 12.5 MM FRICTION COURSE, 2.5" THICK	85	TON	$ 243.00	$ 20,655.00
3	TOP FILTER COURSE, CRUSHED STONE AGGREGATE NO. 57, 2" THICK	30	CY	$ 40.50	$ 1,215.00
4	STONE STORAGE BED, COARSE AGGREGATE NO. 2, 18" THICK	270	CY	$ 55.50	$ 14,985.00

TOTAL AMOUNT DEDUCT ALTERNATE B (Items 2, 3 & 4): $ 36,855.00

WRITE TOTAL AMOUNT DEDUCT ALTERNATE B
(Items 2, 3 & 4):

thirty-six thousand, eight hundred fifty-five dollars
and zero cents

TOTAL AMOUNT, ADD ALTERNATE A MINUS DEDUCT ALTERNATE B: $ 255.00

WRITE TOTAL AMOUNT, ADD ALTERNATE A MINUS DEDUCT ALTERNATE B:

two hundred fifty-five dollars only
zero cents

TOTAL AMOUNT, BASE BID PLUS ADD ALTERNATE A MINUS DEDUCT ALTERNATE B:
$ 91,694.30

WRITE TOTAL AMOUNT, BASE BID PLUS ADD ALTERNATE A MINUS DEDUCT ALTERNATE B:

ninety-one thousand, six hundred ninety-four dollars
and thirty cents

NOTE: This is a Unit Price Bid. The Unit Prices provided for each item are dispositive of the Bidders intent. The Total Amount Bid is the correct sum of the Unit Prices bid multiplied by the Proposal quantities. Errors by the Bidder in determining the Amount Bid for an item or the correct Total Amount Bid or in expressing the correct Total Amount Bid in words will be corrected by the Engineer or OWNER.

Certificate Number
609192

Registration Date:
Expiration Date: 02/11/2018

State of New Jersey

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

Public Works Contractor Registration Act

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

Your Way Construction, Inc.

2016

Responsible Representative(s):
Pedro Santos-Costa, President

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

NON TRANSFERABLE

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	YOUR WAY CONSTRUCTION INC
Trade Name:	
Address:	404 COIT ST IRVINGTON, NJ 07111
Certificate Number:	0649208
Effective Date:	August 09, 1995
Date of Issuance:	March 29, 2012

For Office Use Only:

20120329100315547

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

OCT 19 2016

James J. Farina
CITY CLERK

INTRODUCED BY: MD
SECONDED BY: Ruben J. Ramos

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO RFS COMMERCIAL, INC. TO INSTALL ARDEX CONCRETE REPAIR SYSTEMS IN THE HOBOKEN PARKING GARAGES IN ACCORDANCE WITH MRESC COOPERATIVE CONTRACT #15/16 - 56 IN THE TOTAL AMOUNT OF $230,688.71

WHEREAS, N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and RFS Commercial, Inc. has been approved for a Middlesex Regional Educational Services Commission (MRESC) Cooperative Contract #15/16-56, which cooperative the City is a part of; and,

WHEREAS, the City requires concrete repairs to the City's parking garages; and,

WHEREAS, pursuant to the recommendation of the Purchasing Department and the proposals from RFS Commercial, Inc. dated September 21, 2016, which are attached hereto, the City wishes to contract for the services and related goods with RFS Commercial, Inc. pursuant to their MRESC cooperative contract.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that a contract shall be awarded to RFS Commercial Inc., under their MRESC cooperative contract, for the purchase and installation of Ardex Concrete repair systems in the City's garages, for a total amount not to exceed Two Hundred Thirty Thousand Six Hundred Eighty Eight Dollars and Seventy One Cents **($230,688.71),** as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this Resolution.
3. The Mayor or her designee is hereby authorized to execute an agreement, voucher, and/or purchase order for the above mentioned goods and/or services with:

RFS COMMERCIAL, INC.
280 N. MIDLAND AVENUE
BUILDING M, POSTAL UNIT 220
SADDLEBROOK, NJ 07663

Meeting date: October 19, 2016

APPROVED:

STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CONTRACT TO RFS COMMERCIAL, INC. TO INSTALL ARDEX CONCRETE REPAIR SYSTEM TO HOBOKEN PARKING GARAGES IN ACCORDANCE WITH MRESC COOPERATIVE CONTRACT #15/16-56 IN THE TOTAL AMOUNT NOT TO EXCEED $230,688.71

AMOUNT TO BE CERTIFIED:

$230,688.71

ACCOUNT NUMBER TO CERTIFY FROM:

P-30-60-114-300

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $230,688.71 is available in the following appropriation: P-30-60-114-300; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: George DeStefano, CFO

Batch Id: GDS Batch Date: 10/17/16 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
P-30-60-114-300 2014 Multi Meter Amendment Z427	Encumbrance	CFO Cert for meeting 10/119/16 ARDEX CON	230,688.71	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	P-30	0.00	0.00	0.00	0.00	0.00	230,688.71
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	230,688.71

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	230,688.71
Total:	1	230,688.71

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	230,688.71

Batch: GDS Updated Entries: 1 Updated Amount: 230,688.71 Ref Num: 4444

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: October 11, 2016

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: Al B. Dineros

Subject: Resolution to Award the Contract to install Ardex Concrete Repair system at City garages

The City requires concrete repairs to the City's parking garages and wishes to contract for the related goods and services.

N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and RFS Commercial, Inc. has been approved for an Middlesex Reginal Educational Services Commission (MRESC) Cooperative Contract # 15/16 - 56, which cooperative the City is a part of.

I therefore recommend awarding a contract to supply and install Ardex Concrete Repair systems at the City garages to the following vendor for the not to exceed amount of $230,688.71.

RFS COMMERCIAL, INC.
280 N. MIDLAND AVENUE
BUILDING M, POSTAL UNIT 220
SADDLEBROOK, NJ 07663

94 Washington Street · Hoboken, NJ 07030-0485
(201) 420-2011 fax (201) 420-2009

"CURRENT ESCNJ BID AWARDS"
NJ State Approved Co-op # 65MCESCCPS

Current Bid	Bid #	Bid Term	Awarded to
ACT Hosted Phone Services	MRESC 15/16-36	11/13/15 – 11/12/18	DNS/Lightpath & Xtel
ACT Telecommunications (Regional/Lg. Distance Service)	MRESC 11/12-38	7/1/12 - 6/30/15 Extended to 6/30/17	Xtel
ACT Wide Area Network Services	MRESC 13/14-49	1/17/14 – 1/16/17	Xtel
Apple Educational Products	MRESC 15/16-69	5/13/16 – 5/12/17	Apple
Athletic Equipment and Supplies	MRESC 14/15-61	5/9/15 – 5/8/16 – Extended to 5/8/17	Various
Athletic Equipment Reconditioning and Repair	MRESC 15/16-27	11/19/15 – 11/18/16, Extended to 11/18/17	Riddell
Automotive Fluids & Lubricants	MRESC 14/15-67	2/20/15 – 2/19/16, Extended to 2/19/17	David Weber & Lubenet
Bleacher (Interior) Systems- Purchase & Installation	MRESC 14/15-62	4/24/15 – 4/23/16, Extended to 4/23/17	Nickerson Corporation
Bleacher (Exterior) Systems-Purchase & Installation	MRESC 15/16-60	3/18/16 – 3/17/17	Nickerson Corporation
Boiler, Maintenance and Repair	MRESC 15/16-52	1/18/16 - 1/17/18	Various
Building Access & Security Systems	MRESC 15/16-70	4/29/16 to 4/28/18	Open Systems Integrators, Inc.
Carpet	MRESC 14/15-79	7/1/15 – 6/30/17	Various
Classroom Supplies	MRESC 15/16-68	7/1/16-6/30/17	School Specialty
Classroom Supplies - *Cosmetology*	MRESC 14/15-11	7/27/14 – 7/26/15 Extended to 7/26/16 – Extended to 7/26/17	Burmax Co., Inc.
Concrete Repair Systems - Ardex	MRESC 15/16-56	2/19/16 – 2/18/17	RFS Commercial, Inc.
Copy Paper – White & Color	MRESC 14/15-51	1/1/15 – 6/30/15 Extended to 12/31/15, Extended to 6/30/16, Extended to 12/31/16	W. B. Mason
Custodial Supplies	MRESC 14/15-34	1/22/15 - 1/21/16; Extended to 1/21/17	Various
Custodial Supplies-Plastic Liners	MRESC 15/16-34	1/1/16 – 6/30/16, Extended to 12/31/16	Central Poly Corp.
Demand Response	MRESC 13/14-51	5/31/14 - 5/30/17	Constellation New Energy, Inc.
Diesel Gasoline	MRESC 13/14-22	10/21/13 - 10/20/15 – Extended to 10/20/16	Various
Digital Readiness for Learning & Assessment Broadband Component Wide Area Network & Internet Cooperative Purchasing Initiative	MRESC 14/15-26	7/1/15-6/30/19 (Various)	Affiniti, Cablevision Lightpath NJ, LLC, Comcast, Data Network Solutions, Sunesys,

P. 30-60-114.300

RFS Commercial, Inc.
real flooring solutions

Member:
AIANJ-Architects League
AIANJ Newark & Suburban
NJ Buildings & Grounds Assoc – Bergen/Passaic Chapter
NJ Buildings & Grounds Assoc – Northwest Chapter
Property Owners Assoc of New Jersey

Certifications:
NJ Public Works Contractor
DPM&C Classification
SBE/SDA Classification
NJ Business Registration
NJ State Contract Vendor

REVISED
September 21, 2016

Joe Scardino
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Ardex Concrete Repair Systems - Bid # MRESC 15/16-56

Re: Parking Garage B- Front entrance

REVISED
The following proposal is to supply and install Ardex Concrete repair system using Ardex TRM structural repair mortar. Prior to pour; mechanically remove 3 inches of existing black top and all loose or weak concrete, dirt, debris, and any contaminants that may break the bond. Thoroughly vacuum and sweep to remove all loose debris. If any metal is exposed, clean off all rust by use of wire brushes and apply Ardex BACA rust protector to all sides exposed. Mechanically scarify and clean existing concrete below black top layer. After the mortar has cured, apply a concrete dressing and sealer as necessary. After install apply Ardex semi-ridged caulk joint were new concrete meets existing side walk. **Pricing also includes side walk and apron area.**

TRM	157 bags	@	194.69	$ 30,566.33
Ardiseal	6 tubes	@	127.70	$ 766.20
Total:				$ 31,332.53

Thank you for the opportunity to present this proposal.

Sincerely,

Michael Pizzuto

280 N. Midland Avenue • Bldg. M, Postal Unit #220 • Saddle Brook, NJ 07663
T: 201-796-0006 F: 201-796-0093

RFS Commercial, Inc.
real flooring solutions

Member:
AIANJ-Architects League
AIANJ Newark & Suburban
NJ Buildings & Grounds Assoc – Bergen/Passaic Chapter
NJ Buildings & Grounds Assoc – Northwest Chapter
Property Owners Assoc of New Jersey

Certifications:
NJ Public Works Contractor
DPM&C Classification
SBE/SDA Classification
NJ Business Registration
NJ State Contract Vendor

REVISED
September 21, 2016

Joe Scardino
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Ardex Concrete Repair Systems - Bid # MRESC 15/16-56

Re: Midtown Parking Garage Top Ramp – 330 Clinton Street, Hoboken NJ

The following proposal is to supply and install Ardex Concrete repair system using Ardex TRM structural repair mortar. Saw cut areas in basic rectangular shapes to a minimum depth of ½ inch. Prior to pour; mechanically remove all loose or weak concrete, dirt, debris, and any contaminants that may break the bond. Thoroughly vacuum and sweep to remove all loose debris. If any metal is exposed, clean off all rust by use of wire brushes and apply Ardex BACA rust protector to all sides exposed. After the mortar has cured, apply a concrete dressing and sealer as necessary. Also includes the removal of existing epoxy coating.

TRM	437 bags	@	194.69	$ 85,079.53
BACA	09 units	@	400.02	$ 3,600.18
CD	26 units	@	136.40	$ 3,546.40
C G Gray	16 gallons	@	165.60	$ 2,649.60
Total:				$ 94,875.71

Thank you for the opportunity to present this proposal.

Sincerely,

Michael Pizzuto

280 N. Midland Avenue • Bldg. M, Postal Unit #220 • Saddle Brook, NJ 07663
T: 201-796-0006 F: 201-796-0093

RFS Commercial, Inc.
real flooring solutions

Member:
AIANJ-Architects League
AIANJ Newark & Suburban
NJ Buildings & Grounds Assoc – Bergen/Passaic Chapter
NJ Buildings & Grounds Assoc – Northwest Chapter
Property Owners Assoc of New Jersey

Certifications:
NJ Public Works Contractor
DPM&C Classification
SBE/SDA Classification
NJ Business Registration
NJ State Contract Vendor

REVISED
September 21, 2016

Joe Scardino
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Ardex Concrete Repair Systems - Bid # MRESC 15/16-56

Re: Midtown Parking Garage Top North Deck – 330 Clinton Street, Hoboken NJ

The following proposal is to supply and install Ardex Concrete repair system using Ardex TRM structural repair mortar. Saw cut areas in basic rectangular shapes to a minimum depth of ½ inch. Prior to pour; mechanically remove all loose or weak concrete, dirt, debris, and any contaminants that may break the bond. Thoroughly vacuum and sweep to remove all loose debris. If any metal is exposed, clean off all rust by use of wire brushes and apply Ardex BACA rust protector to all sides exposed. After the mortar has cured, apply a concrete dressing and sealer as necessary. Also includes the removal of existing epoxy coating.

TRM	495 bags	@	194.69	$ 96,371.55
BACA	6 units	@	400.02	$ 2,400.12
CD	20 units	@	136.40	$ 2,728.00
C G Gray	18 gallons	@	165.60	$ 2,980.80

Total: **$104.480.47**

Thank you for the opportunity to present this proposal.

Sincerely,

Michael Pizzuto

280 N. Midland Avenue • Bldg. M, Postal Unit #220 • Saddle Brook, NJ 07663
T: 201-796-0006 F: 201-796-0093

TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 19 2016

72

INTRODUCED BY: _____
SECONDED BY: _____

James J. Farina
CITY CLERK

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE FY2016 TRANSPORTATION ALTERNATIVES PROGRAM

WHEREAS, the FY2016 Transportation Alternatives Program (the "Program") provides federal funds for community based "non-traditional" projects designed to strengthen the cultural, aesthetic, and environmental aspects of the nation's intermodal system as fully described in the attached correspondence; and,

WHEREAS, the FY2016 Program is being administered by the New Jersey Department of Transportation; and,

WHEREAS, the maximum amount of grant funds available is $1 million, and no municipal matching funds are required; and,

WHEREAS, the Administration wishes to apply for these grant funds up to the maximum $1 million for the construction of complete streets improvements and green infrastructure on Newark Street between Willow Avenue and Madison Street; and,

WHEREAS, safety improvements on Newark Street may include the reconfiguration of skewed intersection geometries, new and upgraded crosswalks and accessible ramps, and curb extensions; and,

WHEREAS, green infrastructure improvements may include bioswales, storm water bump outs, tree plantings, and permeable surfaces that cumulatively would reduce storm water flooding and support the "delay" strategy of Rebuild by Design.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken as follows:

A. The City Council of the City of Hoboken hereby permits the Business Administrator in his discretion to submit an application to the New Jersey Department of Transportation on behalf of the City of Hoboken to request grant funding in the amount and for the purpose as described above, and to accept the terms of the grant funding; and,
B. The City of Hoboken will assume maintenance responsibility over all improvements completed with grant funding awarded under the FY2016 Transportation Alternatives Program; and,

C. In accordance with 23 CFR 635.105(a) (4) the City of Hoboken is designating John Morgan as the responsible charge for this program. John Morgan is a full-time employee of the City of Hoboken in the role of Director of Transportation and Parking and will be the responsible charge for the proposed Federal-aid construction project; and,

D. This resolution shall take effect immediately upon passage.

Meeting date: October 19, 2016

APPROVED:

STEPHEN MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN ALOJA, ESQ.
CORPORATION COUNSEL

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

RECEIVED
AUG - 8 2016
OFFICE OF THE MAYOR
HOBOKEN, NJ

State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

RICHARD T. HAMMER
Commissioner

August 5, 2016

Re: Transportation Alternatives Program
Request for Applications

Dear Prospective Applicant:

On behalf of Governor Chris Christie, I am pleased to announce that applications are being accepted for the 2016 Transportation Alternatives Program (TAP). This solicitation is being administered by the New Jersey Department of Transportation (NJDOT), in partnership with the North Jersey Transportation Planning Authority (NJTPA), the Delaware Valley Regional Planning Commission (DVRPC), and the South Jersey Transportation Planning Organization (SJTPO).

TAP provides federal funds for community based "non-traditional" surface transportation related projects designed to strengthen the cultural, aesthetic, and environmental aspects of the nation's surface transportation intermodal system. The TAP program was established by Congress in 2012 under MAP-21 and FAST Act in 2015, and is funded through a set-aside of the Federal-aid Highway Program. Eligible activities include most activities historically funded as "Transportation Enhancements".

For this solicitation, eligible projects must fall into one of the following 7 categories:

- Design and construction of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation
- Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, and other nonmotorized transportation users
- Construction of scenic turnouts, overlooks, and viewing areas
- Historic preservation and rehabilitation of historic transportation facilities both land and water such as buildings, structures and canals
- Community improvement activities, specifically: Streetscaping and corridor landscaping
- Environmental mitigation to address stormwater management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff
- Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats

You are invited to submit an application for a well-developed, construction-ready project that can qualify as a Transportation Alternatives project. The online Transportation Alternatives Handbook provides the necessary information for completing your application and also answers questions regarding eligibility and program requirements. The information can be found at:

http://www.state.nj.us/transportation/business/localaid/alternatives.shtm

The eligible entities to receive TAP funds are: local governments (municipalities and counties); regional transportation authorities; transit agencies; natural resource or public land agencies; tribal governments; any other local or regional governmental entity with responsibility for oversight of transportation (other than a metropolitan planning organization or a State agency).

Nonprofit organizations responsible for the administration of local transportation safety programs are also eligible to apply for this solicitation.

As with all federally funded programs, the funds will be disbursed on a reimbursement basis. In addition, the award of Transportation Alternatives grants will be contingent upon the recipient's ability to comply with all applicable federal financial management, project implementation, and oversight regulations. Before applying, applicants should assess their capability to comply with state and federal requirements for the administration of federal-aid highway grants set forth in Title 23 – Highways, and OMB requirements related to administrative rules (2 CFR Part 200, 2 CFR Part 215) and cost principals (2 CFR Part 1201) requirements.

Please note that all public right-of-way and facilities are required to be accessible for all users regardless of funding source. Recipients of federal and state grants will be required to comply with the provisions of Title II of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973.

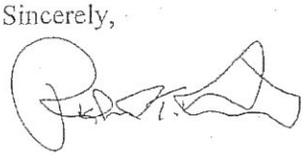
Applications for the Transportation Alternatives Program are due on or before November 10, 2016 and must be submitted online through NJDOT SAGE at:

https://enterprisegrantapps.state.nj.us/NJSAGE/

I recommend that you consult your Local Aid District Office and your corresponding Metropolitan Planning Organization for assistance in preparing applications for this program. Contact information is included.

Thank you for your continued interest and support for this program, and best wishes for success with your project application.

Sincerely,



Richard T. Hammer
Commissioner

Enclosure

CONTACT INFORMATION

NJDOT Division of Local Aid and Economic Development

District 1
Roxbury Corporate Center
200 Stierli Court
Mount Arlington, NJ 07856
Phone: (973) 601-6700
Fax: (973) 601-6709
Morris, Passaic, Sussex,
and Warren Counties

District 2
153 Halsey Street -5th floor
Newark, NJ 07102
Phone: (973) 877-1500
Fax: (973) 648-4547
Bergen, Essex, Hudson,
and Union Counties

District 3
New Jersey Department of Transportation
District 3 Bureau of Local Aid
P.O. Box 600
Trenton, NJ 08625
Phone: (609) 530-5371
Fax (609) 530-8044
Hunterdon, Mercer, Middlesex, Monmouth,
Ocean, and Somerset Counties

District 4
1 Executive Campus
Route 70 West, 3rd Floor
Cherry Hill, NJ 08054
Phone: (856) 486-6618
Fax (856) 486-6771
Atlantic, Burlington, Camden,
Cape May, Cumberland, Gloucester, and Salem
Counties

Metropolitan Planning Organizations

North Jersey Transportation Planning Authority (NJTPA)
One Newark Center
17th floor
Newark, NJ 07102
Phone: (973) 639-8400
Fax: (973) 639-1953
Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Ocean, Passaic,
Somerset, Sussex, Union, and Warren Counties, and the Cities of Jersey City and Newark

Delaware Valley Regional Planning Commission (DVRPC)
Mr. John J. Coscia Jr.
190 North Independence Mall West
Philadelphia, PA 19106
Phone: (215) 592-1800
Fax: (215) 592-9125
Burlington, Camden, Gloucester, and Mercer Counties

South Jersey Transportation Planning Organization (SJTPO)
782 South Brewster Road, Unit B6
Vineland, NJ 08360
Phone: (856) 794-1941
Fax: (856) 794-2549
Atlantic, Cape May, Cumberland, and Salem

TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 19 2016

T3

INTRODUCED BY: MD
SECONDED BY: Nathan J. Mason

James J. Farina
CITY CLERK

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO MARANO & SONS AUTO SALES INC. FOR THE PURCHASE OF ONE (1) USED 2016 RAM PRMC CARGO VAN IN ACCORDANCE WITH THE CITY'S BID NO. 16-26 IN THE TOTAL AMOUNT OF $15,200.00

WHEREAS, the City of Hoboken requires one (1) used 2016 RAM PRMC Cargo Van for use by the Hoboken Parking Utility and therefore solicited bids for this item (Bid No. 16-26); and,

WHEREAS, one (1) bid was received, as follows:

VENDOR	BID PRICE
Marano & Sons Auto Sales Inc. 507-13 South Avenue Garwood, New Jersey 07027	$15,200.00

WHEREAS, pursuant to the recommendation of the Purchasing Department (attached hereto) the City wishes to contract for the goods and services specified in Bid No. 16 – 26 with Marano & Sons Auto Sales Inc.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hoboken as follows:

A. A contract is awarded to Marano & Sons Auto Sales Inc. for the purchase of one (1) used 2016 RAM PRMC Cargo Van, in the total amount of Fifteen Thousand Two Hundred Dollars ($15,200.00).

B. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the contract.

C. The contract shall be in accordance with the terms of the specifications and the vendor's corresponding bid proposal documents. No exceptions were noted in the Purchasing Agent's recommendation; therefore, none will be accepted in performing obligations under the bid.

D. The Mayor or her agent is hereby authorized to enter into an Agreement with the vendor for said purchase and sale.

E. This resolution shall take effect immediately upon passage.

Meeting date: October 19, 2016

APPROVED:

STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael DeFusco	✓			
James Doyle	✓			
Tiffanie Fisher	✓			
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
President Jennifer Giattino	✓			

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CONTRACT TO MARANO & SONS AUTO SALES INC. FOR THE PURCHASE OF ONE (1) USED 2016 RAM PRMC CARGO VAN IN ACCORDANCE WITH THE CITY'S BID NO. 16- 26 IN THE TOTAL AMOUNT OF $15,200.00

AMOUNT TO BE CERTIFIED:

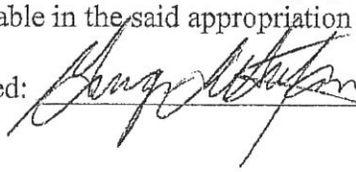
$15,200.00

ACCOUNT NUMBER TO CERTIFY FROM:

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $15,200.00 is available in the following appropriation: _____; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the

the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  , George DeStefano, CFO

Batch Id: GDS Batch Date: 10/17/16 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
6-31-55-712-001 712 Supplies & Materials	Encumbrance	CFO Cert for meeting 10/19/16 Marano Son	15,200.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
PARKING UTILITY FUND	6-31	0.00	0.00	0.00	0.00	0.00	15,200.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	15,200.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	15,200.00
Total:	1	15,200.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	15,200.00

Batch: GDS Updated Entries: 1 Updated Amount: 15,200.00 Ref Num: 4442

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: October 13, 2016

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: AL B. Dineros

Subject: Resolution to Award the Contract to Purchase One (1) Used 2016 RAM PRMC Cargo Van for HPU – Bid 16 - 26

One (1) sealed bid out of two (2) vendors receiving bid packages was received and opened at City Hall on October 13, 2016.

I reviewed the submitted bid documentations and found no discrepancy in accordance with the published instructions to bidders.

Therefore I request a resolution to award the contract to the lowest responsive and responsible bidder in the amount of **$15,200.00** for subject vehicle. The vendor will be:

Marano & Sons Auto Sales, Inc.
507-513 South Avenue
Garwood, NJ 07027

Bid Proposal

Bid Number: 16 - 26

1 EACH USED 2016 RAM PRMC BTRM
(Or Equivalent)

The undersigned proposes to furnish and deliver the goods/services pursuant to the bid specifications and made part hereof:

QTY	Description	Bid Price
1 EA	USED 2016 RAM TRK PROMASTER	$ 15,200

(Total Bid price in Words)

We the undersigned propose to furnish and deliver the above item pursuant to the bid specification and made part Hereof:

Adeline Marano
Signature

10/3/16
Date

ADELINE MARANO
Print Name

VP Ops
Title/Position

MARANO + SONS Auto SALES INC
Bidder/Company

507-13 South Ave Garwood NJ 07027
Company Address

908-789-0555
Telephone #

908 789-1792
Fax #

maranosons@verizon.net
Email Address

PO Email Address

Note: The above individual must be authorized to sign on behalf of company submitting bid proposal.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	MARANO & SONS AUTO SALES, INC.
Trade Name:	
Address:	507-513 SOUTH AVE GARWOOD, NJ 07027-1236
Certificate Number:	0468804
Effective Date:	June 28, 1982
Date of Issuance:	November 11, 2013

For Office Use Only:

20131111121242907

EXCEPTIONS TO SPECIFICATIONS

Bid Number: 16 - 26

1 EACH USED 2016 RAM PRMC BTRM
(Or Equivalent)

COMPANY NAME MARAND + Sons Auto Sales INC

TRUE COPY OF A RESOLUTION ADOPTED BY
HE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 19 2016

T9

INTRODUCED BY: MD
SECONDED BY: OK

James J. Farina
CITY CLERK

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION REJECTING THE BID PROPOSAL FOR THE JACKSON STREET AND HUDSON PLACE IMPROVEMENT PROJECT AS SPECIFIED IN BID NO. 16-25, IN ACCORDANCE WITH N.J.S.A. 40A:11-13.2(B) AND (D)

WHEREAS, the City solicited bid proposals for the Jackson Street and Hudson Place Improvement Project, as specified in Bid Number 16–25 and one (1) proposal was received; and,

WHEREAS, the bid proposal received substantially exceeds the City's appropriation for the project, and,

WHEREAS, the Administration recommends that the City Council of the City of Hoboken reject the bid submission received in response to Bid No. 16- 25 in accordance with N.J.S.A. 40A:11-13.2(b) and (d); and,

WHEREAS, the City intends to substantially revise the specifications

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hoboken hereby rejects the bid submission received in response to Bid No. 16-25 pursuant to N.J.S.A. 40A:11-13.2(b) and (d).

Meeting date: October 19, 2016

APPROVED:
STEPHEN MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:
BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael DeFusco	✓			
James Doyle	✓			
Tiffanie Fisher	✓			
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
President Jennifer Giattino	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 19 2016

TX1

James J. Farina
CITY CLERK

INTRODUCED BY:
SECONDED BY:

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS

WHEREAS, an overpayment of taxes has been made on properties listed below; and,

WHEREAS, Sharon Curran, Collector of Revenue for the City of Hoboken recommends that the following refunds be made in accordance with N.J.S.A. 54:4-69.

NOW, THEREFORE, BE IT RESOLVED, that a warrant be drawn on the City Treasury in the total amount of **$20,579.94**, made payable to the following:

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Lynn Decker 1100 Adams Street #602 Hoboken, NJ 07030	104/1.01/C0602	1100 Adams St	3/16	$498.35
Jacqueline Low 49 Hampshire Road Mahwah, NJ 07430	86/1/C0814	800 Jackson St	2/16	$1,113.27 (abatement)
Peyton & Morgan Fischer 800 Jackson Street #PH6 Hoboken, NJ 07030	86/1/C0P39	800 Jackson St	4/14&2/16	$211.81 (abatement)
Patrick Walsh 1301 Adams Street #601 Hoboken, NJ 07030	114/1/C0601	1300 Grand St	2/13	$3,359.31 (abatement)
Lisa Giuliano 1200 Grand Street #609 Hoboken, NJ 07030	109/1.01/C0609	1200 Grand St	2/13	$1,246.06 (abatement)

Bonita Voiland 1200 Grand Street #520 Hoboken, NJ 07030	109/1.01/C0520	1200 Grand St	4/16	$136.71 (abatement)
David Van Etten 1301 Adams Street #608 Hoboken, NJ 07030	114/1/C0608	1300 Grand St	2/15	$1,507.78 (abatement)
Nicholas Ursini 800 Jackson Street #601 Hoboken, NJ 07030	86/1/C0611	800 Jackson St	1/15	$370.21
Nicholas Ursini 800 Jackson Street #601 Hoboken, NJ 07030	86/1/C0611	800 Jackson St	4/15&2/16	$4,545.62 (abatement)
Nicholas Ursini 800 Jackson Street #601 Hoboken, NJ 07030	86/1/C0P49	800 Jackson St	4/15&2/16	$304.92 (abatement)
Bettina Barbanel 93 Garden Street #1 Hoboken, NJ 07030	187/4/C0001	93 Garden St	3/16	$1,373.08
Travis & Joseph Pisani 95 River Street #209 Hoboken, NJ 07030	206/22	737 Bloomfield St	4/16	$4,301.80
Saleem Nissan 79 Garden Street #B Hoboken, NJ 07030	186/5/C000B	79 Garden St	3/16	$1,611.02

Meeting date: October 19, 2016

APPROVED:

STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino				

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: OCT 19 2016

CL1

James J. Farina
CITY CLERK

Sponsored by:

Seconded by:

City of Hoboken

Resolution No. _____

BE IT RESOLVED, that the attached Meeting Minutes for the City of Hoboken's Regular meeting of the City Council Regular and Special meeting of September 21, 2016 have been reviewed by the Governing Body, and are hereby approved by the Governing Body, and said Meeting Minutes shall now be made public, except to the extent said minutes include closed execution session discussions, which shall remain confidential until the need for confidentiality no longer exists, at which point the matters discussed therein will be made available to the public in accordance with applicable law.

Approved as to substance:

City Clerk

Approved as to form:

Corporation Counsel

Meeting Date: October 19, 2016

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Jen Giattino	/			