

**MEETING OF THE CITY COUNCIL
OF HOBOKEN, NEW JERSEY
MISCELLANEOUS LICENSING
SEPTEMBER 19, 2012**

TAXI, LIVERY, AND LIMOUSINE DRIVERS 9 ITEMS

(\$75.00 EACH – SEE ATTACHED)

RAFFLES (\$20.00 PER DRAW) 2 ITEMS

ST. FRANCIS ROSARY	RA1405
ALTAR SOCIETY	50/50 RAFFLE
308 JEFFERSON ST	12/8/12
HOBOKEN, NJ	OFF PREMISE

HUDSON COUNTY BAR FOUNDATION	RA1406
583 NEWARK AVE	OCT. 25, 2012
JERSEY CITY, NJ	50/50 CASH RAFFLE

MISCELLANEOUS LICENSES FOR
COUNCIL MEETING SEPTEMBER 19, 2012

DRIVERS

(9 ITEMS @ \$75.00)

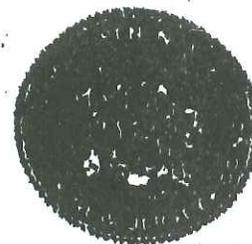
<i>NAME</i>	<i>TAXI/LIMO</i>	<i>LICENSE#</i>
MILAD SHENOUDA	TAXI	3666
TEOFILO RAMIREZ	TAXI	0632
SANTOS SOTO	LIMO	2014
JAMEL SAIDI	LIMO	4926
CAMPO MATEUS	LIMO	9291
PETER YOUAKEEM	TAXI	2588
JUAN ACEVEDO	LIMO	3047
ALEJANDRO MARTE	LIMO	5382
AMIR GIRGIS	TAXI	4596

9 DRIVERS



*Municipal Court of Hoboken
City Hall*

100 Newark Street
Hoboken, New Jersey 07030
201 - 420-2120
Fax 201 - 420-2138



HON. MICHAEL A. MONGIELLO
C.J.M.C.

HON. CATALDO F. FAZIO
J.M.C.

ROSEANN GOHDE
Court Director

SEPTEMBER 5, 2012

MR. JAMES FARINA
CITY CLERK
CITY OF HOBOKEN
CITY HALL
HOBOKEN N.J. 07030

DEAR MR. FARINA:

THE HOBOKEN MUNICIPAL COURT HAS ISSUED CHECK # 5612 IN THE TOTAL AMOUNT OF \$399,326.76 TO THE TREASURER OF THE CITY OF HOBOKEN. THIS CHECK REPRESENTS THE COLLECTIONS OF THE HOBOKEN MUNICIPAL COURT FOR THE MONTH OF AUGUST 2012 (ATS/ACS SYSTEM)

VERY TRULY YOURS,


ROSE ANN GOHDE C.M.C.A.
MUNICIPAL COURT DIRECTOR

C: HON. DAWN ZIMMER, MAYOR
QUENTIN WIEST, BUSINESS ADMINISTRATOR
STEPHEN MARKS ASSISTANT BUSINESS ADMINISTRATOR
MICHAEL MONGIELLO, C.J.M.C.

OFFICE OF THE TAX COLLECTOR
MONTHLY REPORT

To: The Honorable Mayor and
Council Members of the
City of Hoboken, N.J.

Honorable Mayor and Council Members,

I herewith submit the following report of receipts in the Tax Collector's Office for the month of AUGUST 2012.

Receipts on Taxes

2013 Taxes 1&2 Quarter...	67,021.40	
2013 Taxes 3&4 Quarter...	7.47	
Total 2013 Taxes Collected		67,028.87

Receipts on Taxes

2012 Taxes 3&4 Quarter...	25,969,892.25	
Minus N.G. Checks	8,797.81	
2012 Taxes 1&2 Quarter...	161,083.86	
Minus N.G. Checks	28,188.10	
Total 2012 Taxes Collected....		26,093,990.20

Receipt on Taxes

2011 Taxes 3&4 Quarter...	250.00	
2011 Demo Charge #003 57/9...	111,779.70	
Total 2011 Taxes Collected...		112,029.70

Miscellaneous Tax Receipts

Interest on Taxes...	32,940.93	
Minus N.G. Checks...	3,514.81	
Duplicate Tax Bill...	35.00	
Bounced Check Fee...	100.00	
Tax Search.....	10.00	
Total Miscellaneous Tax Receipts		29,571.12

Pilot Accts

Pilot Principal.....	635,304.82	
Total collected on Pilot Accts.....		635,304.82

Total Taxes & Miscellaneous Tax Receipts....		<u>26,937,924.71</u>
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*****Abatements not included in Edmunds Cash Receipts Report*****

Abatements

Abatement Principal.....	10,771.97	
Abatement Interest.....	397.18	
Abatement Totals.....	*****	<u>11,169.15</u>

Bounced Checks

Amount

13/4/C0409	1,942.70	
149/1/C0E4G	2,413.99	
189/30/C0008	2,512.69	
223/5.01	27,896.52	
14/1	<u>5,734.82</u>	
Total	40,500.72	

Respectfully yours,

Sharon Curran, Tax Collector

Range: Block: First to Last
 Lot:
 Qual:
 Range of Codes: First to Last
 Range of Batch Ids: First to Last
 Range of Spec Tax Codes: First to Last
 Payment Type Includes: Tax: Y Sp Charges: Y Lien: Y Sp Assmnt: Y
 Misc: Y
 Payment Method Includes: Cash: Y Check: Y Credit: Y Range of Installment Due Dates: First to Last
 Print Miscellaneous w/Block/Lot/Qual: N Print Only Miscellaneous w/Block/Lot/Qual: N
 Range of Years: First to 2013
 Range of Periods: 1 to 12
 Range of Dates: 08/01/12 to 08/31/12
 Print Ref Num: N

Code Description	Count	Arrears/Other	Principal			Interest	Total
			2011	2012	2013		
001 TAX-Billing	11937	0.00	250.00	25,955,802.53	67,028.87	13,016.44	26,036,097.84
003 DEMOLITION FEE 090	1	0.00	111,779.70	0.00	0.00	16,711.07	128,490.77
082 IN LIEU OF TAXES	17	0.00	0.00	635,304.82	0.00	0.00	635,304.82
SUB SUBSEQUENT TAX	119	0.00	0.00	175,173.58	0.00	3,213.42	178,387.00
Tax Payments	12074	0.00	112,029.70	26,766,280.93	67,028.87	32,940.93	26,978,280.43
00L OUTSIDE REDEEM	77	83,198.18	0.00	0.00	0.00	9,197.27	92,395.45
FEE	14	1,888.00	0.00	0.00	0.00	0.00	1,888.00
Lien Payments	91	85,086.18	0.00	0.00	0.00	9,197.27	94,283.45
005 BOUNCED CHECK FEE	5	100.00	0.00	0.00	0.00	0.00	100.00
010 TAX SEARCHES	1	10.00	0.00	0.00	0.00	0.00	10.00
012 DUPLICATE BILLS	4	35.00	0.00	0.00	0.00	0.00	35.00
Misc Payments	10	145.00	0.00	0.00	0.00	0.00	145.00
NSF BOUNCED CHECK	9	0.00	0.00	36,985.91-	0.00	3,514.81-	40,500.72-
Tax NSF	9	0.00	0.00	36,985.91-	0.00	3,514.81-	40,500.72-
Payments Total:	12175	85,231.18	112,029.70	26,766,280.93	67,028.87	42,138.20	27,072,708.88
NSF Reversals Total:	9	0.00	0.00	36,985.91-	0.00	3,514.81-	40,500.72-
Total:	12184	85,231.18	112,029.70	26,729,295.02	67,028.87	38,623.39	27,032,208.16

Total Cash: 55,180.35

Total Check: 26,977,027.81

Total Credit: 0.00

REDEMPTIONS FOR THE MONTH OF AUGUST 2012							
DATE REDEEMED	BLOCK	LOT	QUAL.	CERTIFICATE #	ADDRESS	REDEMPTION AMOUNT	PREMIUM AMOUNT
8/2/2012	207	24.04	C0001	09-80156	814 WASHINGTON ST	10,833.52	
8/7/2012	58	25	C0003	11-00034	400 MADISON ST	15,787.36	6,200.00
8/9/2012	183	17	C003R	12-00077	815 PARK AVE	428.42	500.00
8/9/2012	195	35		12-00085	826 BLOOMFIELD ST	4,059.41	3,100.00
8./9/2012	41	6	C0008	12-00016	211 ADAMS ST	3,807.90	6,600.00
8/15/2012	61	11	C001L	11-00035	421 ADAMS ST	8,821.90	3,500.00
8/20/2012	238	20		12-00109	910 CASTLE POINT TERRA	1,986.20	1,800.00
8/21/2012	195	13		12-00084	827 GARDEN ST	13,920.42	21,700.00
8/28/2012	253	10.05		12-00117	1225 PARK AVE	681.42	800.00
8/28/2012	29	32		12-00013	104 JEFFERSON ST	280.10	500.00
8/29/2012	52	15		12-00021	327 GRAND ST	5,691.97	7,000.00
8/29/2012	261.03	1	CP223	09-80193	1125 MAXWELL LANE	3,007.05	
8/30/2012	268.01	2	C008N	09-80207	1500 WASHINGTON	15,083.20	1,900.00
8/31/2012	196	10	C00B1	097202	917-919 GARDEN ST	9,894.58	1,000.00
Total						94,283.45	54,600.00

CITY OF HOBOKEN
CLAIMS LISTING
SEPTEMBER 19, 2012

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
ADM ABC BOARD	OPERATING	12-00298	STAR LEDGER	PUBLICATION OF ABC BD MEETINGS	\$ 91.64
ADM BUSINESS ADMINISTRATION	CAPITAL	12-02323	GOVCONNECTION, INC.	SERVER FOR TAX ASSESSOR'S OFF.	\$ 2,781.31
		12-03162	BOSWELL ENGINEERING	HO458 BLOCK 12 LOTS 1-18/PA	\$ 13,834.21
	OPERATING	12-02785	GOVCONNECTION, INC.	TONER FOR BA'S PRINTER	\$ 158.75
		12-03003	PREMIER TECHNOLOGY SOLUTIONS	MONTHLY SERVICES AUGUST 2012	\$ 7,060.00
ADM COUNCIL	OPERATING	12-03155	STAN'S SPORT CENTER	NAME PLATE JEN GIATTINO V.P.	\$ 20.00
ADM FINANCE SUPERVISORS OFF	OPERATING	12-03026	GOVCONNECTION, INC.	3 PRINTER TONERS FOR FINANCE	\$ 622.00
		12-03087	AUTOMATIC DATA PROCESSING	ADP PROCESSING CHARGES	\$ 2,676.02
ADM MAYOR'S OFFICE	OPERATING	12-03029	FULL HOUSE PRINTING	STATIONERY	\$ 275.00
ADM PARKING UTILITY	OPERATING	12-03048	CORNERSTONE RECORDS MGMT.	RECORD STORAGE - JUNE/JULY	\$ 350.26
	PARKING UTILITY	12-01708	BUY WISE AUTO PARTS	PARTS FOR HPU VEHICLE	\$ 162.04
		12-01887	BUY WISE AUTO PARTS	PARTS FOR HPU VEHICLES	\$ 1,455.69
		12-02091	921 WELCO CGI GAS TECH LLC	CYLINDER RENTAL - 916 GARDEN	\$ 29.95
		12-02879	GARDEN STATE HIGHWAY PROD.	TRAFFIC PAINT	\$ 1,560.00
		12-03012	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 925.79
		12-03015	STAN'S SPORT CENTER	TALLY COUNTERS - SHUTTLE BUSES	\$ 49.75
		12-03017	INTELLIGENT TRAFFIC SUPPLY PRO	TRAFFIC MAINTENANCE EQUIPMENT	\$ 701.00
		12-03022	RICOH AMERICAS CORPORATION	PRINTER SUPPLIES	\$ 140.00
		12-03048	CORNERSTONE RECORDS MGMT.	RECORD STORAGE - JUNE/JULY	\$ 226.60
		12-03055	RIVERFRONT CAR WASH	CAR WASHES - HPU JULY 2012	\$ 60.00
		12-03057	QUALITY AUTOMALL	PARTS FOR HOP VEHICLES	\$ 711.16
		12-03059	HIGH TECH PROTECTIVE SVS.INC.	REPAIRS - GARAGE G	\$ 323.00
		12-03061	WEINER & LESNIAK, LLP	PROFESSIONAL FEES	\$ 1,141.85
		12-03167	CORNERSTONE RECORDS MGMT.	DOCUMENT STORAGE - AUG. 2012	\$ 113.30
		12-03177	FCA LIGHTING	ELECTRICAL REPAIRS - HPU	\$ 175.00
		12-03178	HOBOKEN LOCK & SUPPLY	SERVICE CALL - MIDTOWN GARAGE	\$ 85.00
		12-03232	VERIZON	PHONE/ALARM/COMPUTER - 8/12	\$ 1,389.55
ADM PERSONNEL & BENEFITS	OPERATING	12-03119	OCA BENEFIT SERVICES	COBRA SERVICE FEES JULY 2012	\$ 97.80
ADM PURCHASING	OPERATING	12-03137	CORNERSTONE RECORDS MGMT.	RECORD STORAGE- AUGUST 2012	\$ 175.13
ADM SPECIAL COUNSEL	OPERATING	12-03025	WEST GROUP	SERVICES FOR JULY 2012	\$ 448.28
		C2-05004	LITE DEPALMA GREENBERG, LLC	SPECIAL COUNSEL - RENT CONTROL	\$ 20,207.85
		C2-05009	PARKER McCAY, P.A.	SPECIAL COUNSEL - BOND COUNSEL	\$ 3,407.25
ADM TAX COLLECTOR	OPERATING	12-03199	LOUIS A. VENEZIA	REFUND TAX OVERPAYMENT	\$ 108.29
		12-03200	EMILY HESSELBACHER	REFUND TAX OVERPAYMENT	\$ 1,622.27
		12-03201	BYEONG WOOK & MIA KANG	REFUND TAX OVERPAYMENTS	\$ 1,811.33
		12-03202	SECOND STREET DEVELOPERS, LLC	REFUND TAX OVERPAYMENTS	\$ 1,170.83
		12-03203	AFFILIATED TITLE SVCS, LLC	REFUND TAX OVERPAYMENTS	\$ 1,170.96
		12-03204	ALLIED TITLE, LLC	REFUND TAX OVERPAYMENTS	\$ 2,134.56
		12-03205	VALLEY NATIONAL BANK	REFUND TAX OVERPAYMENTS	\$ 1,585.01

CITY OF HOBOKEN
CLAIMS LISTING
SEPTEMBER 19, 2012

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$		
ADM TAX COLLECTOR	OPERATING	12-03206	MARIAN SIDECO	REFUND TAX OVERPAYMENTS	\$ 142.27		
		12-03207	MICHAEL YELLIN	REFUND TAX OVERPAYMENTS	\$ 1,105.13		
		12-03208	YANJI RONG & YUNG-TE YANG	REFUND TAX OVERPAYMENTS	\$ 1,663.56		
		12-03209	BRYAN & JENNIFER KIM	REFUND TAX OVERPAYMENTS	\$ 2,170.84		
		12-03210	MATTHEW SAGGESE	REFUND TAX OVERPAYMENTS	\$ 1,293.88		
		12-03211	TRI-OCEAN, LLC	REFUND TAX OVERPAYMENTS	\$ 316.13		
		12-03212	BAC TAX SERVICES CORP.	REFUND TAX OVERPAYMENTS	\$ 227.96		
	TRUST	12-03213	JO-TZU CHI	REFUND TAX OVERPAYMENTS	\$ 237.50		
		12-03122	AUGUST HOLDINGS LLC	REDEMPTION	\$ 3,786.20		
		12-03135	FNA JERSEY LIEN SVCS, LLC	REDEMPTION	\$ 35,620.42		
		12-03214	JMAM PARTNERS	REDEMPTION	\$ 780.10		
		12-03215	JMAM PARTNERS	REDEMPTION	\$ 1,481.42		
		12-03222	SINGH REAL ESTATE	REDEMPTION	\$ 12,691.97		
		12-03225	US BANK CUST PRO CAPITAL I,LLC	REDEMPTION	\$ 3,007.05		
		12-03229	PAM INVESTORS	REDEMPTION	\$ 16,983.20		
		ADM/CONSTRUCTION CODE	OPERATING	12-02254	INTERNATIONAL CODE COUNCIL INC	CODE BOOKS FOR OFFICE USE	\$ 97.00
				12-02281	W.B. MASON CO., INC.	SUPPLIES FOR OFFICE USE	\$ 293.11
12-02843	GOVCONNECTION, INC.			PRINTER TONER - M. CANONICO	\$ 68.00		
12-03156	JERSEY PROFESSIONAL MANAGEMENT			MANAGEMENT SPECIALIST	\$ 4,420.00		
12-03226	JERSEY PROFESSIONAL MANAGEMENT			MANAGEMENT SPECIALIST	\$ 4,462.50		
ADM/CORPORATION COUNSEL	OPERATING	C2-05006	MARAZITI, FALCON & HEALEY	SP. COUNSEL - NJ TRANSIT RED.	\$ 7,792.90		
ADMINISTRATION - AUDIT	OPERATING	12-02976	FERRAIOLI, WIELKOTZ, CERULLO &	2011 AUDIT BILL #3 (FINAL)	\$ 17,975.00		
CD DIRECTOR'S OFFICE	FEDERAL	12-03197	HUDSON-ESSEX-PASSAIC SOIL	SOIL EROSION PERMIT FEE	\$ 150.00		
		12-00696	EIC ASSOCIATES, INC.	Waterfront Walkway Recons.	\$ 480,562.60		
	OPERATING	12-03084	MASER CONSULTING	UTILITY INVESTIGATION	\$ 1,522.50		
		12-03085	PARKER McCAY, P.A.	SOUTHWEST REDEVELOPMEN/REHAB	\$ 5,221.00		
		C2-02003	MCMANIMON & SCOTLAND, LLC	COUNSEL ON REDEVELOPMENT	\$ 1,463.00		
CD MLUL PB ESCROW ACCTS	ESCROW	12-03040	PARKER McCAY, P.A.	DEVELOPER'S ESCROW	\$ 312.00		
	OPERATING	12-03041	ROSENBERG & ASSOCIATES	DEVELOPER'S ESCROW	\$ 809.50		
		12-02974	ROSENBERG & ASSOCIATES	PROFESSIONAL SERVICE	\$ 790.00		
CD MLUL ZBA ESCROW ACCTS	ESCROW	12-02852	VANDOR & VANDOR LTD.	DEVELOPER'S ESCROW	\$ 1,680.00		
		12-03129	H2M GROUP	DEVELOPER'S ESCROW	\$ 702.11		
CD MLUL ZONING BD OF ADJ	OPERATING	12-02975	THE GALVIN LAW FIRM	PROFESSIONAL SERVICE	\$ 5,782.78		
City Hall, Public Property	OPERATING	12-02989	ENVIRONMENTAL CLIMATE CONTROL	ECC, Inc. Proposal # 8795	\$ 1,865.00		
ES CENTRAL GARAGE	OPERATING	12-02492	BUY WISE AUTO PARTS	PARTS C.G. VEHICLES	\$ 275.12		
		12-02502	BUY WISE AUTO PARTS	PARTS P.D. #115	\$ 500.89		
		12-02679	QUALITY AUTOMALL	PARTS FOR PD #117/127	\$ 1,469.58		
		12-02953	TRIUSS, INC.	SWEEPER #103 PARTS	\$ 294.00		
		12-02954	BUY WISE AUTO PARTS	CG PARTS - AUGUST, 2012	\$ 86.42		

CITY OF HOBOKEN
CLAIMS LISTING
SEPTEMBER 19, 2012

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
ES CENTRAL GARAGE	OPERATING	12-02955	BUY WISE AUTO PARTS	PD VEHICLE PARTS - AUGUST 2012	\$ 731.92
		12-03051	BEYER BROTHERS CORP.	PARTS/REPAIRS-#178 SANITATION	\$ 231.50
		12-03170	QUALITY AUTOMALL	PARTS - P.D. VEHICLE #123	\$ 9.66
		12-03171	BEYER BROTHERS CORP.	SANITATION VEHICLE PARTS	\$ 231.50
		12-03174	SANITATION EQUIP. CORP.	SANITATION TRUCK #176 PARTS	\$ 1,137.30
ES ENGINEERING SERVICES	FEDERAL	12-02823	BOSWELL ENGINEERING	ROAD IMPROVEMENT - HO449	\$ 987.00
ES PUBLIC PROPERTY	OPERATING	12-02816	FCA LIGHTING	CHANGED FIXTURES C.G.	\$ 225.00
		12-03064	TRANE OF NEW JERSEY	SERVICE CALL	\$ 492.50
		12-03082	ENVIRONMENTAL CLIMATE CONTROL	AC REPAIR 8TH ST. FIRE HOUSE	\$ 763.48
		12-03099	QUALITY PLUMBING & HEATING	REPAIRS CITY HALL	\$ 750.00
		12-03141	GS ELEVATOR INDUSTRIES	ELEVATOR MAINTENANCE 8/12	\$ 588.60
		12-03143	TRANE OF NEW JERSEY	REPAIR AC MULTI SERVICE CENTER	\$ 290.00
		12-03158	FCA LIGHTING	NEW OUTLET CITY HALL	\$ 225.00
		12-02964	JESCO, INC.	SWEEPER PARTS - C.G.	\$ 1,896.05
		12-03047	PAV-CON CONSTRUCTION, INC.	ROAD REPAIRS	\$ 8,820.00
		HS BD OF HEALTH	OPERATING	12-01116	NJLBHA
12-02559	M.G.L. FORMS-SYSTEMS LLC			DOG TAGS	\$ 117.00
12-02946	HUDSON REGIONAL HEALTH COMM.			3RD QTR. PAYMENT JUNE - SEPT.	\$ 4,327.25
12-03072	LIBERTY HUMANE SOCIETY			ANIMAL CONTROL SERVICES 7-2012	\$ 5,416.00
HS CULTURAL AFFAIRS	FEDERAL	12-03107	WILLIAM A. STACKPOLE	SOUND ASSISTANCE	\$ 91.00
		12-03153	FALLO, GERALDINE	REIMBURSEMENT FALL FESTIVAL	\$ 10.70
		12-02471	EVENING JOURNAL ASSN	AD - NJ SYMPHONY CONCERT	\$ 325.00
	TRUST	12-02738	GENUINE STUFF/OUTERSTUFF	T-SHIRTS (SUMMER FUN)	\$ 2,334.29
		12-03078	JEREMY ROGALSKY	SOUND ASSISTANCE	\$ 54.00
		12-03089	ALWIN "BOO" REINERS	PERFORMANCE SHIPYARD PARK	\$ 500.00
		12-03106	WILLIAM A. STACKPOLE	SOUND ASSISTANCE	\$ 58.50
		12-03152	JEREMY ROGALSKY	Family Fun Night Invoice	\$ 54.00
		12-03160	THE BROWNSTONE	Brownstone Annual Spagh Dinner	\$ 4,888.50
		12-03313	ANGELINA LEDESMA	SERVICES RENDERED-SPAGHETTI DINNER	\$ 70.00
		12-03108	KHALID E. MASSOUD	REIMBURSEMENT	\$ 25.00
		12-03150	ALL STAR RENTALS, INC.	Spaghetti Dinner 2012	\$ 1,716.00
		12-03161	NU-WAY 2008	Summer Lunch Week of 8/20-8/24	\$ 2,648.70
HS MUNICIPAL ALLIANCE	FEDERAL	12-03075	THE TROPHY KING	PLAQUES FOR JR. POLICE ACADEMY	\$ 50.00
		12-03076	SKYLINE GRAPHIC MANAG. INC.	T-SHIRTS, CAPS, POLICE ACADEMY	\$ 2,725.00
HS PARKS	CAPITAL	12-02943	SUBURBAN CONSULTING ENGINEERS	SERVICES RENDERED	\$ 3,122.50
	O M FUND	12-02082	GREENLEAF LANDSCAPE SYSTEMS	LANDSCAPE MAINTENANCE CY12	\$ 1,540.00
	OPERATING	12-03069	RICHARD DUNKIN	SNAKE OUT LITLE LEAGUE FIELD	\$ 130.00
HS PIER A	O M FUND	12-03142	FCA LIGHTING	LIGHTING PIER A	\$ 2,208.00
HS RECREATION	OPERATING	12-02695	ANTHONY LEFEBER	REIMBURSEMENT	\$ 173.61

CITY OF HOBOKEN
CLAIMS LISTING
SEPTEMBER 19, 2012

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$		
HS RECREATION	OPERATING	12-03111	LEONARDO CAMPOVERDE	SERVICES RENDERED	\$ 168.00		
		12-02695	ANTHONY LEFEBER	REIMBURSEMENT	\$ 177.73		
	TRUST REC FEES	12-03073	STAN'S SPORT CENTER	RED TEE'S WITH LOGO (LACROSSE)	\$ 300.00		
		12-03074	STAN'S SPORT CENTER	LARGE BASKETBALL TROPHY	\$ 75.00		
		12-03088	MIGUEL ACEVEDO	BASKETBALL LEAGUE SUPERVISOR	\$ 662.50		
		12-03105	JULIAN POZO	SERVICES RENDERED-DRIVER-FOOTBALL	\$ 270.00		
		12-03116	HOVIE FORMAN	SERVICES RENDERED-DRIVER-GAMES	\$ 920.00		
		12-03117	JULIAN POZO	SERVICES RENDERED-DRIVER-GAMES	\$ 1,179.00		
		PS FIRE	OPERATING	12-02941	PINNACLE WIRELESS INC	EMERGENCY RSM	\$ 98.40
				12-02942	CITY PAINT AND HARDWARE	SUPPLIES	\$ 611.66
12-03096	PROCOMM SYSTEMS			REPAIR COMM EQUIPMENT	\$ 320.00		
PS FIRE SAFETY	FIRE ED	12-02725	HINES PRODUCTS CORP.	Supplies for Fire Prevention	\$ 2,220.00		
PS POLICE	OPERATING	12-00013	VERIZON WIRELESS SERVICES LLC	MTHLY LAPTOP WIRELESS SVC. PD	\$ 760.23		
		12-02574	CONCENTRA	FFD PHYSICAL EXAMINATIONS	\$ 384.00		
		12-02665	PROCOMM SYSTEMS	CONSOLE TELEPHONE HANDSETS	\$ 690.00		
		12-02691	UNION CYCLE CENTER	POLICE BICYCLE PARTS & REPAIRS	\$ 2,371.00		
		12-02710	GOLD TYPE BUSINESS MACHINES	INFO-COP SOFTWARE LICENSING	\$ 5,250.00		
		12-02712	PARTY PERFECT RENTALS LLC	NATIONAL NIGHT OUT RENTALS	\$ 2,220.00		
		12-02740	UNION CITY POLICE DEPT	POLICE ASSISTANCE-MARCH 3RD	\$ 4,081.30		
		12-02916	DRUGPAK LLC	ANNUAL SUPPORT AGREEMENT	\$ 260.00		
		12-02918	CITY PAINT AND HARDWARE	MISC SUPPLIES - JUNE-JULY 2012	\$ 169.45		
		12-02919	JOHN CARLSON	NAT NIGHT OUT ENTERTAINMENT	\$ 350.00		
		12-02932	FLASH TECH COMPUTERS	COMPUTER SOFTWARE	\$ 299.99		
		12-02934	FLASH TECH COMPUTERS	COMPUTER BACK-UP POWER SUPPLY	\$ 319.97		
		UNCLASSIFIED ELECTRICITY	O M FUND	12-03246	P.S.E.& G. COMPANY	UTIL ELEC - PIER A - AUG 2012	\$ 1,034.33
			OPERATING	12-03192	SOUTH JERSEY ENERGY	ELECTRIC UTILITY - AUGUST 2012	\$ 2,957.98
		UNCLASSIFIED INSURANCE	OPERATING	12-03007	RAYMOND T. SHEEHAN	REIMBURSEMENT MEDICARE PART B	\$ 1,158.00
12-03008	ELAINE H. SHEEHAN			REIMBURSEMENT MEDICARE PART B	\$ 1,158.00		
12-03231	VISION SERVICE PLAN, INC.			SEPTEMBER 2012 VISION SERVICES	\$ 10,460.65		
UNCLASSIFIED POSTAGE	OPERATING	12-00020	U.S.P.S (POSTAGE BY PHONE)	CY12 POSTAGE FOR MAIL MACHINE	\$ 15,000.00		
UNCLASSIFIED TELEPHONE	OPERATING	12-00022	COOPERATIVE COMMUNICATIONS,INC	CY2012 LD/TOLL SERVICE	\$ 1,646.26		
		12-02723	PARKER McCAY, P.A.	2012 HCIA NOTES SERIES A	\$ 2,823.95		
		12-03282	PARKER McCAY, P.A.	2012 HCIA NOTES SERIES A	\$ 198.04		
		12-03283	PARKER McCAY, P.A.	2012 HCIA NOTES SERIES B	\$ 795.00		
		CAPITAL ACCOUNT	PARKING CAPITAL	12-03282	PARKER McCAY, P.A.	2012 HCIA NOTES SERIES A	\$ 88.02
				12-03319	GARDEN STATE MUNI.JOINT INSURA	WC DEDUCTIBLE JULY 2012	\$ 14,458.67
ADM PERSONNEL	OPERATING	12-03328	HOBOKEN HOUSING AUTHORITY	2ND PAYMENT MAMA JOHNSON FIELD	\$ 150,000.00		
FINANCE/GRANTS MANAGEMENT	CAPITAL	12-03326	HOBOKEN HOUSING AUTHORITY	COMMUNITY DEVELOP-MAMA JOHNSON	\$ 200,000.00		
	CBDG	12-03328	HOBOKEN HOUSING AUTHORITY	2ND PAYMENT MAMA JOHNSON FIELD	\$ 50,000.00		

CITY OF HOBOKEN
CLAIMS LISTING
SEPTEMBER 19, 2012

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
Grand Total					\$ 1,217,157.76

RESOLVED, THAT WARRANTS DRAWN ON THE CITY TREASURER, TO THE ORDER OF THE CITY TREASURER, IN PAYMENT OF SERVICES OF OFFICERS AND EMPLOYEES OF THE CITY OF HOBOKEN, FOR THE PERIOD:

16-Aug-12	TO	29-Aug-12	Paydate	9/5/2012	
<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (11)</u>	<u>O/T PAY (14)</u>	<u>OTHER PAY (11)</u>	<u>TOTAL PAY</u>
PERSONNEL	2-01-20-105	6,474.38	0.00	0.00	6,474.38
MAYOR'S OFFICE	2-01-20-110	9,959.63	0.00	0.00	9,959.63
CITY COUNCIL	2-01-20-111	8,445.45	0.00	0.00	8,445.45
BUS ADMINISTRATOR	2-01-20-112	16,718.64	0.00	0.00	16,718.64
ABC BOARD	2-01-20-113	0.00	0.00	153.75	153.75
PURCHASING	2-01-20-114	5,130.44	0.00	0.00	5,130.44
GRANTS MANAGEMENT	2-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	2-01-20-120	15,215.44	2,358.83	0.00	17,574.27
ELECTIONS	2-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE	2-01-20-130	23,752.85	0.00	0.00	23,752.85
ACCOUNTS/CONTROL	2-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION	2-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION	2-01-20-145	7,217.99	0.00	0.00	7,217.99
ASSESSOR'S OFFICE	2-01-20-150	11,762.05	831.63	0.00	12,593.68
CORPORATE COUNSEL	2-01-20-155	11,526.15	0.00	0.00	11,526.15
COMMUNITY DEVELOPMENT	2-01-20-160	6,519.24	0.00	0.00	6,519.24
TREASURER	2-01-20-146	0.00	0.00	0.00	0.00
PLANNING BOARD	2-01-21-180	3,789.44	0.00	0.00	3,789.44
INFORMATION TECHNOLOGY	2-01-20-147	0.00	0.00	0.00	0.00
ZONING OFFICER	2-01-21-186	4,819.89	323.61	0.00	5,143.50
HOUSING INSPECTION	2-01-21-187	5,828.84	511.20	0.00	6,340.04
CONSTRUCTION CODE STIPEND	2-01-22-195	23,113.91	0.00	0.00	23,113.91
		0.00	0.00	200.00	200.00
POLICE DIVISION	2-01-25-241-011	513,405.15	13,982.25	0.00	527,387.40
POLICE CIVILIAN	2-01-25-241-016	32,130.61	2,079.96	0.00	34,210.57
POLICE DIVISION CLASS II	2-01-25-241-015	80.00	0.00	0.00	80.00
WORKERS COMP		0.00	0.00	7,743.65	7,743.65
RETRO		0.00	0.00	116.45	116.45
CROSSING GUARDS	2-01-25-241-012	3,767.54	0.00	0.00	3,767.54
EMERGENCY MANAGEMENT	2-01-25-252	8,705.83	0.00	96.15	8,801.98

<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>TOTAL PAY</u>
FIRE DIVISION	2-01-25-266	459,303.66	2,645.97	0.00	461,949.63
FIRE DIF (STRAIGHT TIME)		0.00	0.00	5,174.46	5,174.46
FIRE CIVILIAN	2-01-25-266-016	18,519.93	0.00	0.00	18,519.93
STREETS AND ROADS	2-01-26-291-011	23,286.97	1,966.43	0.00	25,253.40
STREETS AND ROADS	2-01-26-291-015	0.00	0.00	0.00	0.00
ENV SRVCS DIR OFFICE	2-01-26-290	6,034.54	0.00	0.00	6,034.54
RECREATION SEASONAL EMP	2-0128370016	3,150.00	0.00	150.00	3,300.00
CENTRAL GARAGE	2-01-26-301	5,647.36	1,404.04	0.00	7,051.40
SANITATION	2-01-26-305	17,063.95	5,024.94	0.00	22,088.89
LICENSING DIVISION	2-31-55-501-101	3,872.78	0.00	0.00	3,872.78
HUMAN SRVCS DIR OFFICE	2-01-27-330	6,992.71	0.00	0.00	6,992.71
BOARD OF HEALTH	2-01-27-332	20,404.38	491.58	0.00	20,895.96
CONSTITUENT SRCS	2-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	2-01-27-336	12,917.65	132.06	0.00	13,049.71
RENT STABILIZATION	2-01-27-347	9,640.65	0.00	0.00	9,640.65
TRANSPORTATION	2-01-27-348	0.00	0.00	0.00	0.00
RECREATION	2-01-28-370	11,455.21	0.00	0.00	11,455.21
PARKS	2-01-28-375	16,229.68	382.89	0.00	16,612.57
PUBLIC PROPERTY	2-01-28-377	25,986.84	0.00	0.00	25,986.84
PUBLIC LIBRARY	2-0129-390-021	0.00	0.00	0.00	0.00
PUBLIC DEFENDER	2-01-43-495	0.00	0.00	0.00	0.00
MUNICIPAL COURT	2-01-43-490	39,406.10	0.00	0.00	39,406.10
PARKING UTILITY	2-31-55-501-101	101,336.66	11,328.64	0.00	112,665.30
WORKERS COMP		0.00	0.00	1,097.63	1,097.63
MUN COURT OVERTIME	T-0340000-037	0.00	2,090.87	0.00	2,090.87
TRUST - RECREATION ADULT PROG	T-03-40-000-108	300.00	316.74	0.00	616.74
STRAIGHT TIME PD TO REC EMPLOYEES		0.00	0.00	300.00	300.00
FIRE EDUCATION	T-13-10-000-000	0.00	935.22	0.00	935.22
VAC - BUY BACK	2-01-25-266-019	0.00	0.00	0.00	0.00
SUMMER LUNCH PROGRAM	G-02-41-300-SF2	1,629.25	0.00	0.00	1,629.25
TRUST PALTRUST PALTRUST PAL	T-03-40-000-004	966.04	650.82	0.00	1,616.86
CULTURAL AFFAI AFFAIRS	2-01-271-760-11	2,988.46	0.00	0.00	2,988.46

<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>PAY</u>
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OTHER:

SALARY ADJUSTMENT	2-01-36-478-000	0.00	0.00	0.00	0.00
SALARY SETTLEMENT	2-01-36-479-000	0.00	0.00	0.00	0.00
POLICE OUTSIDE EMPL.	T-03-40-000-006	0.00	0.00	34,468.50	34,468.50
RESERVE FOR POAA	T-03-40-000-032	0.00	0.00	0.00	0.00
Parks Acct	2-01-28-375-014	0.00	0.00	0.00	0.00
POLICE HOUSING AUTHORITY OEP	2-01-25-241-017	0.00	0.00	0.00	0.00
GRAND TOTAL		1,505,496.29	47,457.68	49,500.59	1,602,454.56
					1,602,454.56

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE ADMINISTRATION TO SETTLE ANY
PENDING LITIGATION WITHOUT CITY COUNCIL APPROVAL FOR ALL
MATTERS SETTLING ON BEHALF OF THE CITY OF HOBOKEN IN AN
AMOUNT EQUAL TO OR LESS THAN TWENTY ONE THOUSAND FIVE
HUNDRED DOLLARS (\$21,500.00)**

WHEREAS, the process by which the City of Hoboken settles pending lawsuits currently requires formal City Council approval, via a resolution, prior to formally settling any matter regardless of the extent of City liability laid out in the settlement; and,

WHEREAS, in an effort to promote prompt settlement of claims and to increase efficiency in the litigation process, the City Council believes that for those matters in which the City’s liability laid out in the settlement is less than or equal to Twenty One Thousand Five Hundred Dollars (\$21,500.00), the Administration is capable of making decisions which are in the best interest of the City without the need for formal City Council action authorizing the terms of the settlement, subject to the restrictions herein.

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

- A. The Administration shall have the authority to settle any and all then pending litigation in which the City’s financial liability is equal to or less than Twenty One Thousand Five Hundred Dollars (\$21,500.00) so long as the majority of the City’s Corporation Counsel, Business Administrator, and Mayor agree in writing that the settlement is in the best interest of the City; and,
- B. In any instance where a majority, as described above, does not agree in writing that the settlement is in the best interest of the City, in order to enter into the settlement, formal action of the City Council authorizing the settlement shall be required, regardless of the amount in controversy or the City’s financial liability upon settlement.
- C. This resolution shall take effect immediately upon passage.

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

Dated: September 19, 2012

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Carol Marsh				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION TO ACCEPT A GRANT AWARD OF \$14,708 FROM
THE FY2012 ASSISTANCE TO FIREFIGHTERS GRANT
PROGRAM (FIRE PREVENTION AND SAFETY GRANT – FP&S)**

WHEREAS, pursuant to a previous resolution, the Hoboken Department of Public Safety presented the City Council with a request to submit a grant application to the FY2012 Assistance to Firefighters Grant Program for the Fire Prevention and Safety Grant (FP&S), which included municipal acceptance of a required 20% match of the total grant funds; and

WHEREAS, the City Council of the City of Hoboken passed such a resolution, accepting the terms of the grant funding and authorizing the Administration to submit an application for the FY2012 Assistance to Firefighters Grant Program for the FP&S; and

WHEREAS, the Administration was notified that pursuant to the FP&S, it was awarded \$14,708 for FY 2012; and

WHEREAS, pursuant to the terms of the grant application, the City is required to match 20% of the total grant funds; and

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$3,6780.00 is available in the following appropriations 2-01-25-266-020 in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

Signed: _____, George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hoboken that the above-referenced grant is hereby accepted, and the Mayor or her designee is hereby authorized to execute grant documents as an authorized representative thereunder, as the representative for the City of Hoboken; and be it

FURTHER RESOLVED that the Mayor may provide additional information and furnish such documents as may be required and that the City Clerk is hereby authorized to attest and affix the City seal to this resolution.

Date of Meeting: 19 September, 2012

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

Melissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Carol Marsh				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION TO ACCEPT A GRANT AWARD OF \$24,824.00
FROM THE FY2012 U.S. DEPARTMENT OF HOMELAND
SECURITY'S FEDERAL EMERGENCY MANAGEMENT AGENCY
PORT SECURITY GRANT PROGRAM**

WHEREAS, pursuant to a previous resolution, the Hoboken Department of Public Safety presented the City Council with a request to submit a grant application to the FY2012 U.S. Department of Homeland Security's Federal Emergency Management Agency Port Security Program (the "Port Security Program"); and

WHEREAS, the City Council of the City of Hoboken passed such a resolution, accepting the terms of the grant funding and authorizing the Administration to submit an application for the FY2012 Port Security Grant Program; and

WHEREAS, the Administration was notified that it was awarded \$24,824 for FY 2012;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hoboken that the above-referenced grant is hereby accepted, and the Mayor or her designee is hereby authorized to execute grant documents as an authorized representative thereunder, as the representative for the City of Hoboken; and be it

FURTHER RESOLVED that the Mayor may provide additional information and furnish such documents as may be required and that the City Clerk is hereby authorized to attest and affix the City seal to this resolution.

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

Date of Meeting: 19 September, 2012

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				

Carol Marsh				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION TO ACCEPT A GRANT AWARD OF \$1,118,600.00
FROM THE FY2011 U.S. DEPARTMENT OF HOMELAND
SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY'S
GRANT PROGRAM FOR THE HIRING OF FIRE FIGHTERS
PURSUANT TO THE STAFFING OF ADEQUATE FIRE AND
EMERGENCY RESPONSE (SAFER)**

WHEREAS, pursuant to a previous resolution, the Hoboken Department of Public Safety presented the City Council with a request to submit a grant application to the FY2011 U.S. Department of Homeland Security Federal Emergency Management Agency's grant program for the hiring of fire fighters pursuant to the Staffing of Adequate Fire and Emergency Response ("SAFER"); and

WHEREAS, the City Council of the City of Hoboken passed such a resolution, accepting the terms of the grant funding and authorizing the Administration to submit an application for the FY2011 SAFER Program; and

WHEREAS, the Administration was notified that it was awarded \$1,118,600.00 for FY 2011 to hire 8 fire fighters; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hoboken that the above-referenced grant is hereby accepted, and the Mayor or her designee is hereby authorized to execute grant documents as an authorized representative thereunder, as the representative for the City of Hoboken; and be it

FURTHER RESOLVED that the Mayor may provide additional information and furnish such documents as may be required and that the City Clerk is hereby authorized to attest and affix the City seal to this resolution.

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

Date of Meeting: 19 September, 2012

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Carol Marsh				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. : ____**

Resolution and Agreement For State Aid

**RESOLUTION TO AUTHORIZE TO SUBMIT A GRANT APPLICATION TO THE
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR A SHORE
PROTECTION PROJECT AT PIER A UNDER THE NJ DEP SHORE PROTECTION
PROGRAM, AND TO ACCEPT THE GRANT IF AWARDED**

WHEREAS, the local match for said grant is 25% of the project cost, unless it is an Army Corps of Engineer project in which case the ACE covers 65% of the total project cost and there is a 35% match and thereafter this state grant covers 75% of the 35% match and the City's match will be 25% of the 35% match.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Hoboken formally authorizes the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized to submit an electronic grant application to the New Jersey Department of Environmental Protection on behalf of the City of Hoboken.

BE IT FURTHER RESOLVED that the City Council accepts the matching funds provisions of the grant, up to \$250,000.00.

BE IT FURTHER RESOLVED that the maximum \$250,000.00 matching funds satisfy the minimum requirements of 25% of the total project cost under the NJDEP Shore Protection Program.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized to sign the grant agreement, subject to obtaining a certification of funds, on behalf of the City of Hoboken and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Dated: September 19, 2012

Reviewed:

Quentin Wiest
Business Administrator

Approved as to form:

Mellissa Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Carol Marsh				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

Certified as a true copy of the Resolution adopted by the Council
On this 19th day of September, 2012.

Clerk

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

ATTEST and AFFIX SEAL _____
(Clerk)

(Mayor)

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. : ____**

Resolution and Agreement For State Aid

RESOLUTION TO AUTHORIZE TO SUBMIT THREE (3) GRANT APPLICATIONS FOR \$2,000.00 EACH FOR FUNDING UNDER THE NUTRO COMPANY’S ROOM TO RUN DOG PARK APPRECIATION PROJECT TO IMPROVE DOG PARKS AT CHURCH SQUARE PARK, ELYSIAN PARK AND STEVENS PARK, AND TO ACCEPT THE GRANT IF AWARDED

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Hoboken formally authorizes the grant applications for the above stated projects, which has no City match.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized to submit an electronic grant application to The Nutro Company on behalf of the City of Hoboken.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized to sign the grant agreement on behalf of the City of Hoboken and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Dated: September 19, 2012

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Carol Marsh				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

Certified as a true copy of the Resolution adopted by the Council
On this 19th day of September, 2012.

Clerk

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

ATTEST and AFFIX SEAL

(Clerk)

Mayor

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. :___**

RESOLUTION TO AUTHORIZE TO SUBMIT A GRANT APPLICATION IN THE AMOUNT OF \$200,000.00, AND EXECUTE A GRANT CONTRACT WITH THE US SOCCER FOUNDATION FOR A TURF SOCCER FIELD AT 1600 PARK, AND TO ACCEPT THE GRANT IF AWARDED

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Hoboken formally authorizes the grant application for the above stated project, which has no City match.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized to submit an electronic grant application to the US Soccer Foundation on behalf of the City of Hoboken.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized to sign the grant agreement on behalf of the City of Hoboken and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Dated: September 19, 2012

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Carol Marsh				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

Certified as a true copy of the Resolution adopted by the Council
On this 19th day of September, 2012.

Clerk

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

ATTEST and AFFIX SEAL _____
(Clerk)

(Mayor)

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. :___**

Resolution and Agreement For State Aid

**RESOLUTION TO AUTHORIZE TO SUBMIT A GRANT APPLICATION AND EXECUTE
A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF
TRANSPORTATION FOR THE HUDSON PLACE AND HUDSON STREET
INTERSECTION IMPROVEMENTS PROJECT, AND TO ACCEPT THE GRANT IF
AWARDED**

NOW, THEREFORE BE IT RESOLVED, that the Council of the City of Hoboken formally authorizes the grant application for the above stated project, which does not require a City match.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as SST-2013-Hoboken City-00009 to the New Jersey Department of Transportation on behalf of the City of Hoboken.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the City of Hoboken, and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Dated: September 19, 2012

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Carol Marsh				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

Certified as a true copy of the Resolution adopted by the Council
On this 19th day of September, 2012.

Clerk

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

ATTEST and AFFIX SEAL _____
(Clerk)

(Mayor)

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. :___**

Resolution and Agreement For State Aid

**RESOLUTION TO AUTHORIZE TO SUBMIT A GRANT APPLICATION AND EXECUTE
A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF
TRANSPORTATION FOR THE IMPROVEMENTS TO VARIOUS STREETS FY 2013
PROJECT, AND TO ACCEPT THE GRANT IF AWARDED**

NOW, THEREFORE BE IT RESOLVED, that the Council of the City of Hoboken formally authorizes the grant application for the above stated project, which does not have a City match.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as MA-2013-Hoboken City-00021 to the New Jersey Department of Transportation on behalf of the City of Hoboken.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the City of Hoboken, and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Dated: September 19, 2012

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Carol Marsh				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

Certified as a true copy of the Resolution adopted by the Council
On this 19th day of September, 2012.

Clerk

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

ATTEST and AFFIX SEAL _____
(Clerk)

(Mayor)

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. :___**

Resolution and Agreement For State Aid

RESOLUTION TO AUTHORIZE TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT CONTRACT IN THE AMOUNT OF UP TO \$75,000.00 WITH THE HEALTH IMPACT PROJECT FOR A HEALTH IMPACT ASSESSMENT REGARDING EXERCISE EQUIPMENT AND FACILITIES ALONG THE HOBOKEN WATERFRONT, AND TO ACCEPT THE GRANT IF AWARDED

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Hoboken formally authorizes the grant application for the above stated project, which has no City match.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized to submit an electronic grant application to the Health Impact Project on behalf of the City of Hoboken.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized to sign the grant agreement on behalf of the City of Hoboken and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Dated: September 19, 2012

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Carol Marsh				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

Certified as a true copy of the Resolution adopted by the Council
On this 19th day of September, 2012.

Clerk

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

ATTEST and AFFIX SEAL

(Clerk)

(Mayor)

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. : ____

**Approve Special Emergency Appropriation for the Revaluation of Real
Property in the City of Hoboken**

WHEREAS, the Hudson County Board of Taxation, pursuant to its statutory duty to revise, correct, and equalize the assessed value of all property in the respective taxing districts (N.J.S.A. 54:4-47), has determined that the assessment of the City of Hoboken results in an unequal distribution of the tax burden within said municipality; and

WHEREAS, to correct said unequal distribution of the tax burden within the City, the Hudson County Board of Taxation, by order dated January 19, 2012, has ordered the City of Hoboken and its tax assessor to implement a municipal-wide revaluation to be completed in 2013 and to be effective for the 2014 tax year; and

WHEREAS, it has been found necessary to make an Emergency Appropriation to meet certain extraordinary expenses incurred, or to be incurred, by a complete program of revaluation of real property in and for the City of Hoboken; and,

WHEREAS, N.J.S.A. 40A:4-53b provides that it shall be lawful to make such appropriation, which appropriation and/or the "special emergency notes" issued to finance the same shall be provided for in succeeding annual budgets by the inclusion of an appropriation of at least one-fifth of the amount authorized pursuant to this act.

NOW, THEREFORE BE IT RESOLVED, (by not less than two-thirds of all governing body members affirmatively concurring) that in accordance with the provisions of N.J.S.A. 40A:4-55:

1. A Special Emergency Appropriation is hereby made for a complete program of revaluation of real property in the total amount of \$1,300,000.00.
2. That the emergency appropriation shall be provided for in the budgets of the next succeeding five years by the inclusion of not less than \$260,000.00.
3. That an "emergency note" not in excess of the amount authorized pursuant to law, be provided.
4. That such note shall be executed by George DeStefano, Chief Financial Officer and James Farina, City Clerk.
5. That said note or notes may be renewed from time to time provided that such note and any renewals shall mature and be paid in the amount of not less than one-fifth of the total amount appropriated by this resolution in each year after the authorization.

6. That the statement required by the Local Finance Board has been filed with the Clerk and a copy will be transmitted to the Director of the Division of Local Government Services.

7. That two (2) certified copies of this resolution will be filed with the Director of the Division of Local Government Services; however, no approval is required from the Division.

Dated: September 19, 2012

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Carol Marsh				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

Certified as a true copy of the Resolution adopted by the Council
On this _____ day of _____, 2012

Clerk

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

Inserting a Special Item of Revenue into the CY 2012 Municipal Budget

**DRIVE SOBER or GET PULLED OVER GRANT
CY 2012**

WHEREAS, N.J.S. 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 \$4,400.00 from the State of New Jersey Highway Traffic Safety and wishes to amend it's CY 2012 Budget to include this amount as a revenue.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year CY 2012 in the sum of.....\$4,400.00
Which is now available as a revenue from:

Miscellaneous Revenues:

Special Items of General Revenue Anticipated
with Prior Written Consent of the Director of the
Division of Local Government Services:

Highway Traffic Safety Revenues Off-set with
Appropriations:

Drive Sober or Get Pulled Over \$4,400.00

NOW, THEREFORE, BE IT RESOLVED that the like sum of..... \$4,400.00
be and the same is hereby appropriated under the caption of:

General Appropriations:

(a) Operations Excluded from CAPS
State and Federal Programs Off-Set by
Revenues:

Revenues Off-set with
Drive Sober or Get Pulled Over \$4,400.00

NOW, THEREFORE, BE IT RESOLVED, that the City Clerk forward two
certified copies of this resolution to the Director of Local Government Services for
approval.

Dated: September 19, 2012

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Carol Marsh				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				



Application: NOB-DSGPO-2012-Hoboken City-00151
 Status: Grant Agreement Executed
 User: George DeStefano
 Role: Agency Staff
 Logout

Main Menu ▾ Actions ▾ Application Menu ▾ Related Pages ▾

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CONTRACT AGREEMENT

Project Title Drive Sober or Get Pulled Over 2012 Statewide Crackdown
Grant Number AL-12-10-04-MS-101
Federal Fiscal Year 2012
Amount Awarded \$4,400
Funding Source SECTION 410-ALCOHOL TRAFFIC SAFETY AND DRUNK DRIVING PREVENTION INCENTIVE GRANTS-CFDA 20.601
Project Period From 8/17/12 To 9/3/12
Project Director jon tooke
Financial Officer George DeStefano
Authorizing Official Dawn Zimmer

Federal policy requires notification of Limited English Proficiency (LEP) requirements to entities that receive Federal funds. A copy of the US Department of Transportation's guide entitled, "Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons" can be found on our website at www.state.nj.us/lps/htsalong with a power point presentation.

The personnel of this Division look forward to the success of this project in improving highway traffic safety and are prepared to assist you in any way. Thank you for your interest and contributions to making New Jersey a safer state.

Gary Poedubicky
 Acting Director and Governor's Representative

I the Project Director agree to the Terms and Conditions above.*

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423341

Introduced by: David J. Muro 5

Seconded by: Peter W. Longo

CITY OF HOBOKEN
RESOLUTION NO. : _____

A RESOLUTION APPROVING PARTICIPATION WITH THE NEW JERSEY DIVISION OF
HIGHWAY TRAFFIC SAFETY.
Drive Sober or Get Pulled Over 2012 Summer Statewide Crackdown

WHEREAS, the City of Hoboken is interested in participating with the N.J. Division of Highway Traffic Safety and supporting their **Drive Sober or Get Pulled Over 2012 Statewide Crackdown**, and

WHEREAS, 25% of motor vehicle fatalities in New Jersey are alcohol related, and

WHEREAS, impaired drivers on our nation's roads kill someone every 30 minutes, 50 people per day, and almost 18,000 people each year, and

WHEREAS, the end of the summer is traditionally a time of social gatherings which often include alcohol, an enforcement crackdown is planned to combat impaired driving, and

WHEREAS, the State of New Jersey, Division of Highway Traffic Safety provides grant funding for overtime police enforcement, and has asked law enforcement agencies throughout the state to participate in the Drive Sober or get pulled over 2012 Statewide Crackdown from August 17, 2012 through September 3, 2012 in an effort to increase impaired driving enforcement, and

WHEREAS, a further increase in the awareness of the dangers of drinking and driving in New Jersey will save lives on our roadway.

NOW, THEREFORE, BE IT RESOLVED, by the Hoboken City Council that;

1) 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.

2) 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 Over 2012 Summer Statewide Crackdown** both locally and nationally from August 17, 2012 through September 3, 2012 and pledges to increase awareness of the dangers of drinking and driving

This Resolution shall take effect immediately.

Meeting Date: **June 6, 2012**

Reviewed by:

Approved as to form:

Quentin W. Wiest
Q. Wiest, Business Administrator

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE _____
M. Longo
M. Longo, Interim Corporation Counsel

James J. Sarena
CITY CLERK

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. :___**

RESOLUTION TO AUTHORIZE AN AMENDED PROFESSIONAL SERVICE CONTRACT WITH FLORIO PERUCCI STEINHARDT & FADER, LLC AS SPECIAL LEGAL COUNSEL-GENERAL LITIGATION TO THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2012 AND EXPIRE DECEMBER 31, 2012 FOR AN INCREASE IN THE NOT TO EXCEED AMOUNT OF TWENTY THOUSAND DOLLARS (\$20,000.00) FOR A TOTAL NOT TO EXCEED AMOUNT OF \$40,000.00

WHEREAS, service to the City as Special Counsel – General Litigation is a professional service as defined by N.J.S.A. 40A:11-1 et seq. and as such, is exempt from public bidding requirements pursuant to N.J.S.A. 40A:11-5, and the City of Hoboken entered into a written professional service contract with Florio Perucci Steinhardt & Fader LLC on June 28, 2012, pursuant to a May 2, 2012 contract award by the City Council; and,

WHEREAS, the City now wishes to increase the not to exceed amount of said contract by Twenty Thousand (\$20,000.00) for a total not to exceed amount of Forty Thousand Dollars (\$40,000.00) without changing any other terms of the agreement; and,

WHEREAS, Florio Perucci Steinhardt & Fader LLC is hereby required to continue to abide by the “pay-to-play” requirements of the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Administrative Code of the City of Hoboken as well as the Affirmative Action laws and policies under which the City operates; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$20,000.00 is available in the following appropriations 02-01-20-156-020 in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that an amended contract with Florio Perucci Steinhardt & Fader LLC to represent the City as Special Legal Counsel-General Litigation be awarded, for a term to commence January 1, 2012 and expire December 31, 2012, for an increase in the not to exceed amount of Twenty Thousand (\$20,000.00) Dollars, for a total not to exceed amount of Forty Thousand (\$40,000.00) Dollars; and

BE IT FURTHER RESOLVED, the contract shall continue to include the remainder of terms not inconsistent herewith, including but not limited to the following: Florio Perucci Steinhardt & Fader LLC shall be paid maximum hourly rates of \$150.00/hour for attorneys, \$50.00/hour for paralegals, and \$20/hour for support staff for services rendered, these are the only charges for services allowable under this agreement, and charges for filing fees and costs shall be allowable, but must be clearly identified and described in full in the appropriate monthly invoice; and

BE IT FURTHER RESOLVED that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of Florio Perucci Steinhardt & Fader LLC; and

BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

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

Dated: September 19, 2012

Reviewed:

Quentin Wiest
Business Administrator

Approved as to form:

Mellissa Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Carol Marsh				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

**CITY OF HOBOKEN
COUNTY OF HUDSON
PUBLIC NOTICE**

TAKE NOTICE that the undersigned shall expose the attached list of abandoned bicycles for sale pursuant to law at online auction. The bicycles have been deemed abandoned by the Administration of the City of Hoboken.

The abandoned bicycles on the attached list shall be sold “as is” and with no express or implied warranties from the City of Hoboken.

The address of the auction site is www.govdeals.com. All bidders must pre-register at www.govdeals.com. The date of the online auction will be Tuesday, October 2, 2012 to Sunday, October 14, 2012. The auction will close for individual bicycles between 7 p.m. and 8:45 p.m. on Sunday, October 14, 2012.

The undersigned shall reserve the right to withdraw any of this equipment being auctioned individually. The City of Hoboken reserves the right to accept or reject any bids submitted.

Quentin Wiest
Business Administrator

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN

RESOLUTION NO: _____

**RESOLUTION AUTHORIZING THE ADMINISTRATION TO CONDUCT
AN ONLINE AUCTION FOR BICYCLES DEEMED ABANDONED
BY THE CITY OF HOBOKEN**

WHEREAS, the Administration has taken possession of numerous bicycles that have been deemed abandoned, and these bicycles are not needed for public use; and,

WHEREAS, GovDeals, Inc. was awarded State Contract #70967 (T#2581) to provide online auctioneering services for the State and local units, and that contract has been extended through January 28, 2013; and

WHEREAS, the Administration desires to sell these abandoned bicycles at auction in an “as is” condition; and,

WHEREAS, the Department of Administration requests approval from the City Council to auction the abandoned bicycles held by the City of Hoboken at online auction,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Department of Administration or its duly authorized representative, is hereby authorized to conduct an online auction to sell the abandoned bicycles set forth on the attached list.
2. The sale of the surplus property shall be conducted through GovDeals pursuant to State Contract A-70967/T2581 in accordance with the terms and conditions of the State Contract. The terms and conditions of the agreement entered into with GovDeals are available online at govdeals.com and also available from the City Clerk’s Office.
3. The auction will be conducted online, and the auction site address is www.govdeals.com
4. The sale is being conducted pursuant to Local Finance Notice 2008-9.

MEETING ON: 19 September, 2012

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Melissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Carol Marsh				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

THIS RESOLUTION AWARDS A CONTRACT TO KOMPAN THROUGH ITS US COMMUNITY CONTRACT #110171 FOR THE CHURCH SQUARE PARK PLAYGROUND EQUIPMENT INSTALLATION DESCRIBED IN KOMPAN'S PROPOSAL IN AN AMOUNT NOT TO EXCEED THIRTY SIX THOUSAND SIX HUNDRED TWENTY SEVEN DOLLARS AND ONE CENT (\$36,627.01)

WHEREAS, N.J.S.A. 40A:11-5 allows municipalities to award public contracts without public bidding when the vendor is an approved state contractor, and the Division of Local Government Services' Local Finance Notice 2012-10 and N.J.S.A. 52:34-6.2 allow governments to contract for services with national purchasing cooperatives, and Kompan has been approved as a national purchasing cooperative contractor under Contract #110171; and,

WHEREAS, the City of Hoboken's Parks Department is in need of installation services for the new playground equipment purchased for Church Square Park; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$36,627.01 is available in the following appropriations C-04-60-711-210 in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

Signed: _____, **George DeStefano, CFO**

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the below listed vendor is authorized to provide the playground equipment installation services as described in its September 12, 2012 proposal, attached hereto, for amounts not to exceed those listed in its cooperative purchasing agreement and its proposal, and for a total not to exceed amount of Thirty Six Thousand Six Hundred Twenty Seven Dollars and One Cent, (\$36,627.01), as follows:

1. The above recitals are incorporated herein as thought 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, as attached hereto or substantially similar, for the above references goods and/or services based upon the following information:

Kompan
930 Broadway
Tacoma WA 98402

(National Cooperative Purchasing Contract No. 110171)

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: September 19, 2012

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Carol Marsh				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

LFN 2012-10

May 14, 2012

Local Finance Notice

Chris Christie
 Governor

Kim Guadagno
 Lt. Governor

Richard E. Constable, III
 Acting Commissioner

Thomas H. Neff
 Director

Contact Information

Director's Office

V. 609.292.6613
 F. 609.292.9073

Local Government Research

V. 609.292.6110
 F. 609.292.9073

Financial Regulation and Assistance

V. 609.292.4806
 F. 609.984.7388

Local Finance Board

V. 609.292.0479
 F. 609.633.6243

Local Management Services

V. 609.292.7842
 F. 609.633.6243

Authority Regulation

V. 609.984.0132
 F. 609.984.7388

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Web: www.nj.gov/dca/lgs

E-mail: dlgs@dca.state.nj.us

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Using National Cooperative Contracts: Application of P.L. 2011, c.139

Introduction

The recently passed P.L. 2011, c.139 (the "Law" or "Chapter 139") allows local contracting units to utilize national cooperative contracts as a method of procurement. The Division of Local Government Services has consulted with the Division of Law, the Division of Purchase and Property (DPP), and the Office of the State Comptroller in reviewing the Law and its relationship to existing procurement statutes and regulations. This Local Finance Notice provides guidance to contracting units seeking to implement the new national cooperative contracting option.

While the guidance in this Notice has specific application to contracting units subject to the Local Public Contracts Law ("LPCL") and boards of education under the Public School Contracts Law ("PSCL"), it has general application to all local government contracting units. Agencies should review this guidance in context of the new Law and their own procurement laws and regulations to ensure consistency in application.

Contracting units should carefully review this guidance, state laws affecting the agency's contracting authority, and relevant case law affecting the use of national cooperatives. Utilizing national cooperative contracting, in certain circumstances, may make the procurement process more efficient and provide cost savings. Contracting units are advised; however, to not only review this guidance, but also be mindful of New Jersey laws affecting the agency's contracting authority and relevant case law affecting the use of national cooperatives.

This notice covers the following subjects:

- A. General Statutory Authority
- B. Contracting Unit Policy Considerations
- C. Types of National Cooperatives
- D. Legal Interpretations Concerning National Cooperative Contracts
- E. Legal Requirements to Use a National Cooperative Contract
- F. Limitations, Fiscal, and Reporting Requirements
- G. Appendix
 - A. Model "Notice of Intent to Award Contract under a National Cooperative Purchasing Agreement"
 - B. Purchasing Agent's Guide to Using National Cooperative Contracts

A. General Statutory Authority

Chapter 139 added the following language to subsection (b) of N.J.S.A. 52:34-6.2:

(3) Notwithstanding any other law to the contrary, any contracting unit authorized to purchase goods, or to contract for services, may make purchases and contract for services through the use of a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit within the State of New Jersey, or within any other state, when available. Prior to making purchases or contracting for services, the contracting unit shall determine that the use of the cooperative purchasing agreement shall result in cost savings after all factors, including charges for service, material, and delivery, have been considered.

For purposes of this paragraph, "contracting unit" means any county, municipality, special district, school district, fire district or any board, commission, committee, authority or agency, which is not a State board, commission, committee, authority or agency, and which has administrative jurisdiction over any district, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercises functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts awarded by a contracting agent for the provision or performance of goods or services.

The second section makes clear that the Law applies to a wide range of local contracting units. The first section provides the operative language that these agencies must apply to their circumstances.

In context of the LPCL and PSCL, the provisions of this notice apply when the aggregate value of the goods or services (see N.J.A.C. 5:34-8.2) exceeds the contracting unit's bid threshold. When the aggregated value of goods and services is below the contracting unit's bid threshold, a national cooperative contract can be used subject to a contracting unit's political contribution disclosure (pay-to-play) requirements when soliciting quotations. Depending on the circumstances, an award under a national cooperative contract may occur without governing body approval.

B. Contracting Unit Policy Considerations

- 1) Local officials continue to have responsibility to choose vendors in an open and transparent manner to ensure public confidence in the integrity of government spending.
- 2) Contracting officials should consider that procurement decisions often try to balance a low price (economy) and an efficient and appropriate procurement process. If a national cooperative contract is chosen, the calculation of cost savings must be documented.
- 3) When using online ordering systems, local officials must put in place appropriate internal controls to ensure quote and bid aggregation thresholds are maintained, encumbrances are established, purchases are documented, and that an audit trail exists.

- 4) Using a national cooperative contract before an existing contract has expired could constitute a breach of contract, depending on contract terms.

C. Types of National Cooperatives

There are generally two different types of organizations (“national cooperatives”) that award “nationally-recognized and accepted cooperative purchasing agreements” (“national cooperative contracts”).

The first is an organization (profit or not-for-profit) that coordinates and aggregates contracts from different state and local governments and promotes their use. Such organizations often include a “marketing fee” built into the bid price, which is used to support their marketing efforts and/or provide revenue to the public agency issuing the contract. These types of national cooperatives often have websites enabling contracting units to contact vendors who have contracts, obtain contract terms and conditions, and instructions on joining the organization.

The second type of national cooperative is a state, regional, or single government agency that awards contracts for its own use and is authorized under its own laws to extend those contracts to other government agencies. This is similar to the N.J. Division of Purchase and Property’s Cooperative Purchasing Program for New Jersey contracting units. These agencies may also charge a marketing or service fee and have a website, though membership is not usually required.

D. Legal Interpretations Concerning National Cooperative Contracts

Consider the following elements in making decisions to use a national cooperative contract.

- 1) **General interpretation:** The use of the term “notwithstanding any other law to the contrary” in this statute means that public bidding is not required when using a national cooperative contract. However, national cooperative contracts are still subject to procurement laws and rules that apply to all other contracts awarded by a New Jersey contracting unit.

For example, like all other contracts of a local unit or board of education, governing body approval is required when the value of the contract exceeds the agency’s bid threshold. Internal control practices, along with other requirements such as affirmative action compliance, submission of a business registration certificate, statement of corporate ownership, and other routine submission and compliance requirements are not eliminated under the Law and national contractors are obliged to meet these requirements.

Please note that contracting units under the LPCL and PSCL **do not** have authority to negotiate terms and conditions of national cooperative contracts.

- 2) **National cooperative contract standards:** The following three requirements make a contract part of a national cooperative:
 - a. The national cooperative contract must have been awarded through a “competitive bidding process” that complies with the laws covering the issuing entity. In this context, a

“competitive bidding process” requires open competition, or competition among those qualified or pre-qualified, submission of bids, and awarded pursuant to a “lowest responsible”, “most advantageous to the public entity, price and other factors considered”, or other similar standard employed by a public entity. This excludes contract awards based on unadvertised, “invitation only,” negotiated, local preference, or sole source procurement practices.

- b. The contract being awarded pursuant to the national cooperative model must have been awarded by a contracting unit as defined in c. 139, and cannot have been awarded by a non-profit or private organization, even if a member of the cooperative. Stated differently, Chapter 139 only permits contracting units to access national cooperative contracts that were solicited by another “contracting unit” as defined by the statute.
- c. The original bid must have been advertised as a national cooperative contract (or a regional contract that includes New Jersey in its region) – not as a strictly local contract that is made “national” or “regional” after the receipt of bids. This is required so that vendors that bid on these contracts know the scope of government agencies outside of the issuing agency that could potentially use the contract. Such information can affect pricing and the range of bidders.

E. Legal Requirements to Use a National Cooperative Contract

Depending on the source of the contract (a national organization or a state government), the following New Jersey legal requirements must be met by contracting units planning to use a national contract.

- 1) **Documentation requirements:** The contracting unit must verify that vendors on a national cooperative contract comply with applicable New Jersey procurement documentation requirements. For example, vendors will need to comply with the following New Jersey laws by submitting the required forms to the New Jersey contracting unit as if the contract was originally awarded by that contracting unit:
 - i. New Jersey Business Registration Certificate for the contractor and any sub-contractors (i.e., copy of certificate)
 - ii. Statement of Corporate Ownership (an original form prepared for the contracting agency awarding the contract)
 - iii. Public Contract EEO Compliance (Employee Information Report form or proof of participation in a federally approved affirmative action program)
 - iv. A non-collusion affidavit (only if required by a local unit)

Purchasing agents should review national cooperative procurements to ensure compliance with any other laws that may apply. Electronic copies are acceptable for forms not requiring an original signature.

“Cost-savings” determination: The Law requires that a contracting unit can use national cooperatives only when the contracting unit determines “that the use of the cooperative purchasing agreement shall result in cost savings after all factors, including charges for service, material, and delivery, have been considered.” Considering a Division of Purchase and Property procurement, which applies a similar standard for cooperative contract participation (most cost-effective), a court has agreed that the contracting unit need not do an advertised procurement, in order to compare the prices obtained with the cooperative prices. Nonetheless, the statute still requires “cost savings” be demonstrated in some fashion. Suggested methods of demonstrating cost-savings include.

- i. Comparing current State contract pricing, available to other government entities, to that of the proposed national cooperative.
- ii. Comparing pricing for comparable goods or services under the contracting unit’s current contracts or contracts available to it (i.e., New Jersey government based cooperative purchasing programs) to that of the proposed national cooperative..
- iii. Comparing recently procured comparable contracts entered by other public entities to that of the proposed national cooperative.

Other factors that should be considered as part of the analysis of whether there is a cost-savings.

- iv. The ability to avoid the cost and time of a separate procurement
- v. Lower minimum purchase requirements at a lower price that allows for the public entity to purchase the needed quantities and avoid storage costs.
- vi. Additional costs which have been factored in before contract award, such as:
 - a. Administrative cost factors required to participate in the cooperative agreement
 - b. Shipping costs, if any
 - c. Vendor rebates

The contracting unit is ultimately responsible for developing its own procedures for implementing and documenting the due diligence necessary to reach a cost savings determination that survives legal scrutiny. The documentation, which would be reviewed as part of an audit, and which is subject to disclosure under the Open Public Records Act, should be kept on file as part of the award package. Whatever factors the contracting unit uses in determining the cost effectiveness of a national contract, the court cases referred to below in Subsection 4 strongly suggest that documentation of the cost saving determination is a necessary and vital prerequisite to a contracting unit’s award of a national cooperative contract under Chapter 139.

Before using a national cooperative contract, the contracting unit should first check with the [Division of Purchase and Property](#) to determine if the contract was awarded as a State contract and is open to use by local governments by cooperative partners. In such a situation, the contracting unit is not making an award under Chapter 139.

1) **Political contribution disclosure:** National cooperative contracts are also subject to New Jersey's Pay-to-Play laws. New Jersey contracting units have different rules to apply as follows:

- a) Agencies subject to the Local Public Contracts Law (municipalities, counties, local authorities, etc.) are subject to N.J.S.A. 19:44A-20.4 and 20.5 (pay-to-play laws). These laws require all contracts (over \$17,500) to be entered into through a fair and open process, or otherwise be subject to contribution disclosure rules. In this case, the contracting unit awarding the contract must comply with these laws. The contracting unit using the contract must verify that the "competitive bidding process" used by the issuing agency (see D-2 above) met the fair and open definition of N.J.S.A. 19:44A-20.7 (below, formatted for clarity):

"Fair and open process" means, at a minimum, that the contract shall be:

- i. Publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract;
- ii. Awarded under a process that provides for public solicitation of proposals or qualifications;
- iii. Awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and
- iv. Publicly opened and announced when awarded.

The decision of a public entity as to what constitutes a fair and open process shall be final.

In most cases this standard would be met by obtaining information from the issuing agency or national cooperative administrator about the bidding process that was used. If the bidding process did not meet the above definition of a "fair and open" process, the vendor would have to submit a Business Entity Disclosure Certificate (BED-C) and Political Contribution Disclosure (PCD) form to the contracting unit as required by pay-to-pay laws. Otherwise, a contract cannot be executed.

Similarly, a contracting unit that desires to use a national contract for "window contracts," those contracts that are between \$17,500 and the contracting unit's bid threshold, can treat a national contract like any other window contract procurement. A national contract can be used if it is found to be "most advantageous, price and other factor considered" and that the contract was awarded in a fair and open process by the issuing agency as described above.

- b) Boards of education under the Public School Contracts Law are not subject to the provisions of N.J.S.A. 19:44A-20.5; they must, however, follow the requirements of N.J.A.C. 6A:23A-6.3. Among other matters, this rule requires boards of education to comply with N.J.S.A. 19:44A-20.26. Also required in N.J.A.C. 6A:23A-6.3 is submission of political contribution lists by all contractors awarded contracts,

including those that are publicly bid. This will likely require the contractor to submit supplemental documents to the contracting unit. Without the documentation the contract cannot be executed. These requirements also apply to charter schools.

- 2) **Legal advertising requirements:** While not referenced in Chapter 139, recent case law involving the use of national contracts by the Division of Purchase and Property (“DPP”) strongly suggests that a contracting unit must provide public notice to current contract holders and prospective bidders of their decision to utilize a national cooperative purchasing agreement that would otherwise require public bidding¹.

Given the similarities in the statute reviewed by the courts and Chapter 139, a contracting unit is advised to employ notice practices similar to those in the formal bidding process before passing a resolution to award a national cooperative contract above the contracting unit’s bid threshold.

A contracting unit that employs notice practices different than provided herein should check with its attorney to ensure that notice practices utilized will survive judicial scrutiny. There is no need for such notices when a contracting unit joins or uses another authorized New Jersey cooperative contract.

The advised notice practices include the contracting unit providing notice of its intent to utilize a national cooperative contract with a sufficient time period for a vendor to offer alternative approaches. This notice should be treated like any other procurement legal notice and must be printed in an official newspaper (similar to advertisements to receive bids) with at least 10 days’ notice before the next action is taken. The Division suggests a public notice template that contains the following elements (a sample is included as Appendix “A” of this Notice):

“Notice of Intent to Award a Contract under a National Cooperative Purchasing Agreement”:

- i. Name of the entity that awarded the contract
- ii. Title of contract (description of the contract, i.e., office supplies)
- iii. A web link to where the contract can be viewed online
- iv. Length of contract (must be consistent with length of public contracts law regulating the contracting unit)
- v. A statement naming the vendor to whom the contracting unit intends to award the contract
- vi. A statement of the authority under which the contract is being awarded; generally this will be N.J.S.A. 52:34-6.2(b)(3)
- vii. A notice of when the comment period ends

¹ In the Matter of Protest of Award of N.J. State Contract A71188 for Light Duty Automotive Parts, 422 N.J. Super. 275 (App. Div. 2011); In the Matter of Challenge of the State’s Award of Contract to Staples Business Advantage, decided Aug. 25, 2011 (Appellate Division, unpublished; Docket # A-0476-09T2).

Once the notice is published, the contracting unit should also post the notice on its local website. At this stage, the contracting unit should have prepared the appropriate documentation to support the award (as described in section E of this Notice).

3) **Miscellaneous requirements:**

- a. National cooperative membership: Often the contracting unit may be required to join or become a member of the entity. If a contracting unit is using a national cooperative contract, it must follow the national organization's instructions for joining or becoming a member prior to using a contract awarded by the organization. Under all circumstances, a copy of that documentation should be kept on file for audit trail purposes.

Depending on the degree of authority given to a contracting unit's purchasing agent, the governing body of said unit may need to approve membership in the national cooperative. Authorization to join a national cooperative can be included in the same resolution as that awarding a national cooperative contract.

- b. Time limits: The contracting unit should be aware that its agreements with vendors under a national cooperative contract will expire when the original issuing agency's contract expires. Unless the national organization or sponsoring contracting unit extends the contract, the contracting unit will have to rebid or otherwise make alternative arrangements for procuring the goods or services.
- c. Both the contractor and the contracting unit must meet the requirements of any other laws that may cover a given contract, including, for example, "Buy American" requirements and length-of- contract limitations.
- d. Pricing must be for a known period, and contracts with prepayments or down-payments are not permitted (unless otherwise permitted by New Jersey law).
- e. The contracting unit is responsible for determining what documents are needed for a given procurement.

F. Limitations, Fiscal, and Reporting Requirements

- 1) **Not applicable to public works/construction contracts:** The use of national cooperative contracts only applies to contracts for goods and services; it does not apply to "public works" or construction contracts.

This prohibition may affect a contracting unit that plans to construct or install turf and synthetic turf fields, masonry, fencing, roofing, or indoor carpet flooring projects. There are several national cooperative contracts offering time and material contracts for work that may fall under New Jersey public works or construction laws. Before using such a time and material national contract, the contracting unit should review the project to be sure the work is not covered under New Jersey's public works contracting laws.

- 2) **Limits on GSA/FSS and other New Jersey agency contracts:** The Law does not apply to contracts issued by federal agencies, particularly General Services Administration/Federal Supply Schedule (GSA/FSS) contracts. These contracts continue to be subject to the Division of Purchase and Property authorizing them as State contracts, and cannot be used unless authorized by DPP. Note that vendors who are on GSA schedules may also have been awarded contracts through a national cooperative procurement in which case, Chapter 139 allows the contracting unit to participate in the national cooperative contract.

Contracting units remain able to utilize only those State contracts that are authorized for local use by the Division of Purchase and Property pursuant to N.J.S.A. 52:16.1, and may use only those local cooperative contracts that are authorized by the Division of Local Government Services pursuant to N.J.A.C. 5:34-7.

- 3) **Vendor Payments:** Some national cooperative contracts require online payment as vendors may not accept purchase orders or vouchers. Currently, local government units that fall under the provisions of the Local Fiscal Affairs Law (N.J.S.A. 40A:5-16 and rules at N.J.A.C. 5:30-9A) can take advantage of using "Procurement Cards" (P-cards) as means of meeting statutory requirements that vendors certify in writing that their goods or services were delivered. Current rules limit the use of P-cards in online transactions to 15% of the contracting unit's bid threshold. The Local Finance Board is proposing amendments that will eliminate this limit. Please note that boards of education do not currently have authority to use P-cards.

Until the P-Card transaction limit threshold is eliminated, the contracting unit must take into account its applicable laws and rules when choosing a national cooperative to ensure that vendor payments are made consistent with law.

- 4) **Reporting to the Office of the State Comptroller (OSC):** N.J.S.A. 52:15C-10 requires contracts exceeding \$2,000,000 but below \$10,000,000 to be reported to the OSC within twenty (20) days after award, and that proposed contracts exceeding \$10,000,000 must be approved by the OSC prior to awarding the contract. Contracts awarded under a national cooperative agreement are subject to these requirements. In addition, the OSC may audit or review contracts of any amount or type and may audit or review the records of the vendor as well.

Consequently, the OSC has adopted a regulation, N.J.A.C. 17:44-2.2, that requires contracting units to insert the following language into all contracts: "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." This language should be included in any national cooperative contract or purchase order issued to a national cooperative.

Appendix A

Model "Notice of Intent to Award Contract under a National Cooperative Purchasing Agreement"

Notice of Intent to Award Contract under a National Cooperative Purchasing Agreement - <name of contract>

The <name of contracting unit> intends to participate in the <name of agency issuing contract> contract for <name/purpose and number (if applicable) of contract name> to purchase <goods or services being purchased>.

Information regarding the contract may be found at the <name of the location where information is available> during regular business hours, as well as on the <name of agency issuing contract> website at: <website link>.

The <name of contracting unit> anticipates joining the <name of agency issuing contract> contract on <date of award>. The <name of agency issuing contract> contract term is <provide start and end date>.

Contract Period: <contracting beginning and ending period>

It is the intent of the <title of contracting agent> to make a contract award to <name of vendor> pursuant to the proposal submitted in response to the <name of agency issuing contract> <type of award, i.e., Request for Proposals, Request for Bid(s) as appropriate>.

The <name of contracting unit> is permitted to join national cooperative purchasing agreements under the authority of N.J.S.A. 52:34-6.2(b)(3).

Comment period ends <date comment period ends>.

Appendix B

Purchasing Agent's Guide to Using National Cooperative Contracts

Once a decision is reached to utilize a national cooperative contract where the amount is over the contracting unit's bid threshold, the purchasing agent should take the following steps: (Refer to Local Finance Notice 2012-10 for guidance and forms).

1. Conduct due diligence on a national contract to determine if the contract will result in cost savings after all factors, including charges for service, material and delivery, have been considered. Ensure there is documentation backing up this determination.

Considerations to use a national contract can include:

- Economy versus efficiency
 - Comparison of the national contract pricing to the current State contract price, to other national cooperative contracts, to comparable goods in other cooperatives, and any existing contracting unit contract
 - Savings of time in avoiding the time and cost of a separate procurement
 - Any record of satisfactory vendor performance
 - Administrative cost factors required to participate in the national cooperative agreement
 - Other factors such as rebates offered and unique needs to a particular situation
2. Review any national contract under consideration to determine if it meets New Jersey standards:
 - That the contract was based on a publicly advertised request for bids (or proposals) that stated that the contract would be made available to other government agencies that would have included New Jersey contracting units.
 - It was awarded under a competitive bidding process that met NJ "fair and open" criteria
 - Obtain the statutorily required forms or determine related compliance matters as necessary, including but not limited to:
 - ✓ New Jersey Business Registration Certificate
 - ✓ Statement of Corporate Ownership disclosure statement (Chapter 33)
 - ✓ Proof of New Jersey Public Contract EEO compliance
 - ✓ Compliance with Political Contribution Disclosure Laws (Pay-to-Play)
 - ✓ Non-collusion Affidavit (if required)
 - ✓ New Jersey's "Buy American" Law
 - ✓ Americans with Disabilities requirements

- ✓ If the contract to be issued by the contracting unit is over \$10 million, report the proposed award to the Office of the State Comptroller thirty days prior to the anticipated award date
3. Publish a “Notice of Intent to Award Contract under a National Cooperative Purchasing Agreement” in the official newspaper, on your official website, and on “Bulletin NJ” when available.
 - Allow a minimum of ten days between the advertisement and award for affected providers to protest the award.
 - Consider comments received prior to the award and act accordingly.
 4. Prepare a contract and related documents (i.e., Certificate of Availability of Funds, etc.) for governing body action. Include the State Comptroller’s language requiring the vendor to maintain records for five years in the contract document.
 5. Execute contract pursuant to routine practices. If the contract is above two million dollars but below ten million dollars, report the contract to the Office of the Comptroller within twenty business days of award.
 6. Keep documentation of award on file for audit purposes, as with any other contract award.



SALES PROPOSAL

KOMPAN, INC. * 930 Broadway, Tacoma, WA 98402 * Tel 1-888-579-8223 * Fax 1-888-579-8224 * www.kompan.com

KOMPAN is a proud supplier partner of



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE



Date 09/12/12
Expiration Date
Proposal No. SP22425
Project Church Square Park
Ship to State/Zip NJ 7030
Customer Service Representative Joedi Rice
Sales Representative Ken Dobyns
Payment Terms NET 30

Site Location: 25681
 Church Square Park
 Quote 2
 Corner of 14th St & Park Ave
 Washington Street, NJ 7030
 United States
 City of Hoboken

Invoice-to: 48297
 City of Hoboken
 City Hall Parks Dept
 94 Washington Street
 Hoboken, NJ 07030
 United States
 Leo Pellegrini

Ship-to:
 Church Square Park
 Corner of 14th St & Park Ave
 Washington Street, NJ 7030
 United States
 City of Hoboken

Qty.	Item No.	Description	Unit Price	Retail Price	Disc. %	Net Price
		U.S. Communities Contract #110171 ←				
1	INSTALLATION	Installation of KOMPAN Equipment on Quote SP22093	38,554.75	38,554.75	5.00	36,627.01
Total						36,627.01

Summary:

	Retail Price	Discount	Net Price
Subtotal - KOMPAN Products	0.00	0.00	0.00
Subtotal - Other Products	0.00	0.00	0.00
Subtotal - Surfacing	0.00	0.00	0.00
Subtotal - Installation & Other Services	38,554.75	1,927.74	36,627.01
Subtotal - Freight	0.00	0.00	0.00
Subtotal	38,554.75	1,927.74	36,627.01

(Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.)

Estimated Tax Rate	0.00
Total	36,627.01

<p>Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Agreement, which is hereby acknowledged. Acceptance of this proposal by KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative. Prices in this quotation are good for 60 days.</p> <p>This proposal may be withdrawn if not accepted by 10/27/12.</p> <p>KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of the ARRA of 2009.</p>	<p>KOMPAN Authorized Signature:</p> <p>Accepted By (signature): _____</p> <p>Accepted By (please print): _____</p> <p>Date: _____</p>
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STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT NO. 110171

**AGREEMENT TO PROVIDE PLAYGROUND EQUIPMENT,
SURFACING, SITE FURNISHINGS AND RELATED
PRODUCTS AND SERVICES**

This Agreement (the "Agreement") is entered into as of this 17th Day of September, 2010 (the "Effective Date"), by and between KOMPAN, Inc. (the "Company") a corporation doing business in North Carolina (the "Company"), and Mecklenburg County, a political subdivision of the State of North Carolina (the "County").

Statement of Background and Intent

- A. The County issued a Request for Proposals (RFP Number 269-2010-183) dated March 19, 2010 requesting proposals from qualified firms to provide the County and other Participating Public Agencies with Playground Equipment, Surfacing, Site Furnishings, and Related Products and Services hereafter referred to as ("Products"). This Request for Proposals, together with all attachments and any amendments, is referred to herein as the "RFP".
- B. The Company submitted a proposal in response to RFP Number 269-2010-183 on May 5, 2010. This bid, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal."
- C. The County awarded this contract on July 6, 2010, to Company to provide Playground Equipment, Surfacing, Site Furnishings, and Related Products and Services to the County all in accordance with the terms and conditions set forth herein.
- D. Charlotte-Mecklenburg (herein "Lead Public Agency"), in cooperation with the U.S. Communities Government Purchasing Alliance (herein "U.S. Communities"), and on behalf of other public agencies that elect to access the Master Agreement (herein "Participating Public Agencies"), competitively solicited and awarded the Master Agreement to the Company. Lead Public Agency has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Master Agreement to Participating Public Agencies.

Lead Public Agency is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Master Agreement.

The Master Agreement shall be construed to be in accordance with and governed by the laws of the State in which the Participating Public Agency exists. Participating Public Agencies are required to register on-line with U.S. Communities at www.uscommunities.org. The registration allows the Participating Public Agency to enter into a Master Intergovernmental Cooperative Purchasing Agreement ("MICIPA"), which is intended to allow the Participating Public Agencies to meet applicable legal requirements and facilitate access to the Master Agreement and the Company.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

A G R E E M E N T

1. **INCORPORATION OF EXHIBITS.** The following Exhibits are attached to this Agreement and incorporated into and made a part of this Agreement by reference:

Exhibit A:	Contract Pricing, Discount Structures and Pricing Incentives
Exhibit B:	Installation Fees
Exhibit C:	National Network of Distributors and Certified Installers
Exhibit D:	U.S. Communities Administrative Agreement
Exhibit E:	Product Warranties
Exhibit F:	Company's Proposal (not attached, but incorporated herein by reference)
Exhibit G:	RFP #269-2010-183 (not attached, but incorporated herein by reference)

Each reference to the Agreement shall be deemed to include all Exhibits. Any conflict between language in an Exhibit to this Agreement and the main body of this Agreement shall be resolved in favor of the main body of this Agreement. Each reference to KOMPAN in the Exhibits and Appendices shall be deemed to mean the Company.

2. **DEFINITIONS.** As used in this Agreement (including all Exhibits), the following terms shall have the meanings set forth below:

- 2.1. **AGREEMENT.** The term "Agreement" shall mean this Agreement including the Company's Proposal, the RFP and all attachments, exhibits, and addenda (all as defined in the Statement of Background and Intent).
- 2.2. **DOCUMENTATION.** The term "Documentation" shall mean all written, electronic, or recorded works, and all enhancements and updates thereto, that describe the use, functions, features, or purpose of the Products and Services, including without limitation all functional and technical specifications, end user manuals, guides and other materials which relate to the Products and Services, or which are necessary to fully utilize the Products and Services.
- 2.3. **DELIVERABLES.** The term "Deliverables" shall mean all equipment, materials, drawings, data, wiring, cable, installation services, incidentals and all other items that the Company is required to complete and deliver to the County in connection with this Agreement.
- 2.4. **DEFECT.** The term "Defect" shall mean any failure of the Products, or any component thereof, to conform fully to the Specifications and Requirements. Non-conformity is not a Defect if it results from the County's misuse, improper use, alteration, or damage of the Products.
- 2.5. **EFFECTIVE DATE.** The term "Effective Date" refers to the date this Agreement is fully executed by all parties to the Agreement.
- 2.6. **PARTICIPATING PUBLIC AGENCY.** The term shall mean any and all states, local governments, school districts, and higher education institutions and other public agencies and nonprofit organizations that have authority to purchase from another public agency's competitively solicited contract.
- 2.7. **PRODUCTS.** The term "Products" shall mean Playground Equipment, Surfacing, Site Furnishings, and Related Products that the Company agreed to provide in the Company's Proposal.

- 2.8. **SERVICES.** The term "Services" shall include all services that the Company agreed to provide in the Company's Proposal, including all design, assembly, installation, reporting, and optional work.
- 2.9. **SPECIFICATIONS AND REQUIREMENTS.** The term "Specifications and Requirements" shall mean all definitions, descriptions, requirements, criteria, warranties and performance standards relating to the Products and Services which are set forth or referenced in: (a) this Agreement, including all Exhibits; (b) the Company's proposal; (c) the RFP; (d) the Documentation; and (e) any functional and/or technical specifications which are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Products. Notwithstanding the forgoing, if the Company improves the Products or Services over time to incorporate new technology or improved features or functionality, and provided the improved Products or Services under this Agreement, the descriptions, specifications and requirements for such improvements shall be deemed part of the Specifications and Requirements. Also notwithstanding the forgoing, the Company's Bid shall only take precedence over the ITB to the extent the Company properly took exception to the terms of the ITB in the manner required by the ITB.
3. **TERM.**
The initial term of this Agreement will be for five (5) years from the Effective Date with an option to renew for two (2) additional one-year terms. This Agreement may be extended only by a written amendment to the contract signed by both parties.
4. **GENERAL DESCRIPTION OF PRODUCTS AND SERVICES.**
The Company shall provide the Products and Services in accordance with the terms of the Company's proposal, and in compliance with all other conditions, covenants, stipulations, terms and provisions contained in this Agreement.
5. **SHIPPING AND DELIVERY.**
All shipments shall be F.O.B. destination with freight charges prepaid and listed separately. Actual freight charges shall be added at time of invoicing as determined and supported by the carrier's freight bill. Selection of the freight carrier shall be the option of the Participating Public Agency. Estimated freight charges shall be provided at the time of quotation. Company shall provide a freight quote calculator on the Company's website to allow Participating Public Agencies to calculate freight cost by zip code. Additional cost for expedited delivery may be added.
6. **INSTALLATION, MAINTENANCE AND SAFETY INSPECTIONS.**
The County and Participating Public Agencies shall be responsible for contracting installation services on a project-by project basis as needed. If included with purchase, all equipment shall be installed by a KOMPAN Installer in accordance with the standards established by the terms, specifications, drawings, and construction notes for each project and meet manufacturer's specifications and industry standards.
7. **COMPENSATION.**
- 7.1. The County shall pay the Company for Products and Services compliant with the Specifications and requirements of this Agreement based on the fixed percentage discounts from the current manufacturer's price index as identified and incorporated into this Agreement as Exhibit A.
- 7.2. The Company agrees the fixed percentage discounts will remain firm for the entire contract term.
- 7.3. Pricing shall remain in effect until December 31, 2011. Thereafter, the Company shall advise the Charlotte-Mecklenburg Procurement Services Department in writing of any proposed price increases no later than sixty (6) days prior to the effective date of the requested increase.
- 7.4. The Company shall be responsible for furnishing and delivering approved price lists and the most current catalogs to the County and other participating public entities, upon request.
- 7.5. The Company agrees that if a public agency is otherwise eligible for lower pricing through a federal, state, regional, or local contract, the Company will match the pricing.

8. **OPTIONAL WORK.**

The County and Participating Public Agencies may elect to request quotations for additional services not specifically listed in the Company's proposal or this Agreement. The Company shall provide quotations for optional products and services as requested, to provide a full turnkey solution.

9. **BILLING.**

Each invoice sent by the Company shall detail all items delivered which are necessary to entitle the Company to the requested payment under the terms of this Agreement. The Company shall mail all invoices to:

Mecklenburg County Park and Recreation
5841 Brookshire Blvd.
Charlotte, NC 28216

The County will pay all accurate, properly submitted, uncontested invoices within thirty (30) days of receipt. Proposals may include an incentive discount for early payment. Invoices must include state and local sales tax.

10. **GENERAL WARRANTIES.**

Company represents and warrants that:

- 10.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of North Carolina, and is qualified to do business in North Carolina;
- 10.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- 10.3 The execution, delivery, and performance of this Agreement have been duly authorized by Company;
- 10.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement;
- 10.5 In connection with its obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 10.6 The Company shall not violate any agreement with any third party by entering into or performing this Agreement.

11. **ADDITIONAL REPRESENTATIONS AND WARRANTIES.**

Company represents warrants and covenants that:

- 11.1 The Services shall satisfy all requirements set forth in this Agreement, including but not limited to the attached Exhibits;
- 11.2 All work performed by the Company and/or its subcontractors pursuant to this Agreement shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 11.3 Neither the Services, nor any Deliverables provided by the Company under this Agreement will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and

- 11.4 The Company has taken and will continue to take precautions sufficient to ensure that it will not be prevented from performing all or part of its obligations under this Agreement by virtue of interruptions in the computer systems used by the Company.

12. **TERMINATION.**

12.1. *TERMINATION WITHOUT CAUSE.* The County may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the Company.

12.2. *TERMINATION FOR DEFAULT BY EITHER PARTY.* By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

- (a) The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
- (b) The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or
- (c) The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

12.3. *ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE COUNTY.* By giving written notice to the Company, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

- (a) The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Company's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or
- (b) The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

12.4. **CANCELLATION OF ORDERS AND SUBCONTRACTS.**

In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

- 12.5. **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.** Any termination of the Agreement shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 12.6. **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Agreement, the Company shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new service provider access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate the Services to a new service provider; and (d) refund to the County all pre-paid Warranty Fees (other than pre-paid Warranty Fees for the then current year).
- 12.7. **NO SUSPENSION.** In the event that the County disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Agreement, the Company agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 12.8. **AUTHORITY TO TERMINATE.** The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.
- 12.9. **AUDIT.** During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the County in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the County for the cost of the audit.
13. **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Agreement, the Company shall cooperate with the County to assist with the orderly transfer of the Services, functions and operations provided by the Company hereunder to another provider or to the County as determined by the County in its sole discretion. The transition services that the Company shall perform if requested by the County include but are not limited to:
- a. Working with the County to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and
 - b. Notifying all affected service providers and subcontractors of the Company of transition activities;
 - c. Performing the transition service plan activities;
 - d. Answering questions regarding the products and services on an as-needed basis; and
 - e. Providing such other reasonable services needed to effectuate an orderly transition to a new system.

14. **AMENDMENTS.** In the event changes to the Agreement become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties which expressly references and is attached to this Agreement (an "Amendment"). The Amendment shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on any associated price.

In the event either party desires an Amendment, the party shall submit to the other party a proposed change. If the receiving party does not accept the Contract Amendment in writing within ten (10) days, the receiving party shall be deemed to have rejected the proposed change. If the parties cannot reach agreement on a proposed change, the Company shall nevertheless continue to render performance under this Agreement in accordance with its (unchanged) terms and conditions.

15. **INDEMNIFICATION.** The Company shall indemnify, defend and hold harmless the County and the County's officers, employees and agents from and against any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations and other liabilities (including settlement amounts) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) copyright, trademark or patent infringement or other infringement of proprietary rights with respect to any of the Products or Services delivered to the County pursuant to this Agreement ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Agreement; or (iii) arising from the Company's failure to perform its obligations under this Agreement, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Agreement, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that a Company employee or subcontractor is an employee of the County, including claims relating to worker's compensation, failure to withhold taxes and the like.

If an Infringement Claim occurs, the Company shall either: (i) procure for the County the right to continue using the affected Product or Service; or (ii) repair or replace the infringing Product or Service so that it becomes non-infringing, provided that the performance of the System or any component thereof shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding sentence within thirty days after the County is directed to cease use of a Product or Service, the Company shall promptly refund to the County all amounts paid under this Agreement, other than Extended Maintenance Fees.

16. **INSURANCE.** Throughout the term of this Agreement, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Agreement, or in the event the Company fails to provide the County with the required certificates of insurance, the County shall be entitled to terminate this Agreement immediately upon written notice to the Company.

16.1. General Requirements.

- (a) The Company shall not commence any work in connection with this Agreement until it has obtained all of the types of insurance set forth in this Section and such insurance has been approved by the County. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.
- (b) All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the County with proof of insurance coverage by certificates of insurance accompanying this Agreement and shall name the County as an additional named insured under the commercial general liability.

- (c) The County shall be exempt from, and in no way liable for any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

16.2. Types of Insurance. The Company agrees to purchase and maintain during the life of this Agreement with an insurance company, acceptable to the County, authorized to do business in the State of North Carolina the following insurance:

- (a) Automobile Liability. Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage.
- (b) Commercial General Liability. Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under this Agreement, from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal injury liability and contractual liability, assumed under the indemnity provision of this Agreement.
- (c) Workers' Compensation Insurance. The Company shall meet the statutory requirements of the State of North Carolina, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

The County shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this Agreement. Certificates of all required insurance shall be furnished to the County and shall contain the provision that the County will be given thirty (30) day written notice of any intent to amend or terminate by either the insured or the insuring company.

17. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the County that may arise under law or under the terms of this Agreement.

18. **SUBCONTRACTING.** The Company shall not subcontract any of its obligations under this Agreement without the County's prior written consent. In the event the County does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Agreement. Any subcontract entered into by Company shall name the County as a third party beneficiary.

11. **NON-DISCRIMINATION.** The Company agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, national origin, or disability.

The Company agrees that it will inform the County of any alleged violation(s) of employment practices involving any employees who work on the Project which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other federal or state compliance agency. The Company will also inform the County of the final disposition of such cases.

19. **AUDIT.** During the term of this Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, the books and records (including but not limited to the technical records) of the Company in connection with this Agreement, to ensure the Company's compliance with all the terms and conditions of this Agreement or the County's payment obligations.
20. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the County in connection with this agreement. County data processed by the Company shall remain the exclusive property of the County. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the County in any manner except that contemplated by this agreement.
21. **WORK ON COUNTY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the County's premises, obey all instructions and directions issued by the County's project manager with respect to work on the County's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the County when on the County's premises.
22. **DRUG-FREE WORKPLACE.** The County is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Agreement:
- 22.1. Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
 - 22.2. Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
 - 22.3. Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
 - 22.4. Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
 - 22.5. Make a good faith effort to continue to maintain a drug-free workplace for employees; and
 - 22.6. Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Agreement shall be ground for suspension, termination or debarment.

23. **NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

- 23.1. Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Agreement shall be sent to:

For The Company:	For The County:
Tom Grover, President	Karen Ruppe
KOMPAN, Inc.	Charlotte-Mecklenburg Procurement Services
930 Broadway	600 East 4 th Street
Tacoma, WA 98402	Charlotte, NC 28202
Phone: 800.426.9788	Phone: 704.336.2992
Fax: 866.943.6254	Fax: 704.632.8254
E-mail: TomG@Kompan.com	E-mail: kruppe@ci.charlotte.nc.us
With Copy To:	With Copy To:
	Tyrone Wade
	Deputy County Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704.336.4135
	Fax:
	E-mail: TyroneC.Wade@mecklenburgcountync

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

24. **MISCELLANEOUS**

- 24.1. ENTIRE AGREEMENT. This Agreement, (including all Exhibits) and the Confidentiality Agreement constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.
- 24.2. AMENDMENT. No amendment or change to this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought.
- 24.3. GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Agreement, and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 24.4. BINDING NATURE AND ASSIGNMENT. This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 25.10 constitute an assignment.
- 24.5. FORCE MAJEURE. Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to this Contract, and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied:
- (a) if such failure or delay:

- i. could not have been prevented by reasonable precaution;
 - ii. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
 - iii. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.
- (b) An event which satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the Service Provider shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Service Provider continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- (c) Upon the occurrence of a Force Majeure Event, the Service Provider shall immediately notify the County by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents Service Provider from performing its obligations for more than five (5) days, the County shall have the right to terminate this Agreement by written notice to the Service Provider.

Strikes, slowdowns, lockouts, walkouts, industrial disturbances and other labor disputes shall not constitute Force Majeure Events and shall not excuse the Service Provider from the performance of its obligations under this Agreement.

An event which satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

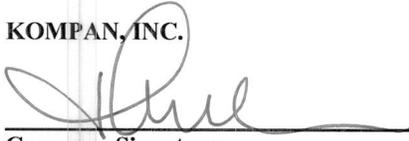
Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the County shall have the right to terminate this Agreement by written notice to the Company.

- 24.6. SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 24.7. NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Agreement or the County in any manner without the prior written consent of the County. Notwithstanding the forgoing, the parties agree that the Company may list the County as a reference in responses to requests for proposals, and may identify the County as a customer in presentations to potential customers.

- 24.8. **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.
- 24.9. **CHANGE IN CONTROL.** In the event of a change in "Control" of the Company (as defined below), the County shall have the option of terminating this Agreement by written notice to the Company. The Company shall notify the County within ten days of the occurrence of a change in control. As used in this Agreement, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 24.10. **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the County in connection with this Agreement.
- 24.11. **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 24.12. **TAXES.** The Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services.
- 22.13 **WAIVER OF RIGHT TO JURY TRIAL.** The County and Company waive and will waive all rights to have a trial by jury in any action, proceeding, claim or counterclaim brought by either of them against the other on any matter whatsoever arising out of or in any way related to or connected with this Agreement.
25. **Non-Appropriation of Funds.** If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Company of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

KOMPAN, INC.



Company Signature

President

Title

ATTEST:

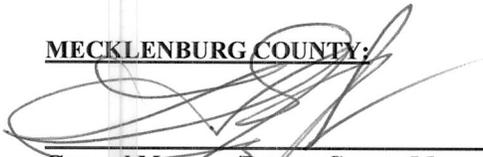


Cindy Rayer

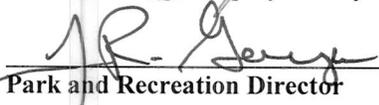
Project Support Manager

Title

MECKLENBURG COUNTY:



General Manager/Deputy County Manager



Park and Recreation Director

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

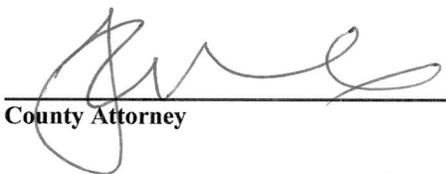
Finance Director

ATTEST:



Clerk to the Board of County Commissioners

APPROVED AS TO FORM:



County Attorney

APPROVED AS TO INSURANCE REQUIREMENTS:



Director, Charlotte-Mecklenburg Division of Insurance Risk Management

NO PRE-AUDIT REQUIRED.
DEPARTMENT(S) TO ENCUMBER
FUNDS AS NEEDED.

BY: 

DIRECTOR OF FINANCE

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**THIS RESOLUTION AWARDS A CONTRACT TO KOMPAN
THROUGH ITS STATE OF NEW JERSEY CONTRACT
NUMBER 12-X-22409 FOR THE CHURCH SQUARE PARK
POUR IN PLACE SURFACING DESCRIBED IN KOMPAN'S
PROPOSAL IN AN AMOUNT NOT TO EXCEED ONE
HUNDRED ONE THOUSAND THREE HUNDRED FIFTY TWO
DOLLARS AND SIXTEEN CENTS (\$101,352.16)**

WHEREAS, N.J.S.A. 40A:11-5 allows municipalities to award public contracts without public bidding when the vendor is an approved state contractor, and Kompan has been approved as a State Contractor pursuant to Contract Number 12-X-22409; and,

WHEREAS, the City of Hoboken's Parks Department is in need of new pour in place surfacing at Church Square Park, as described in Kompan's proposal, attached hereto; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$101,352.16 is available in the following appropriations C-04-60-711-210 in the CY2012 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2012 budget.

Signed: _____, **George DeStefano, CFO**

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the below listed vendor is authorized to provide the pour in place surfacing described in its August 29, 2012 proposal, attached hereto, for an amount not to exceed those listed in its contract with the State of New Jersey and its proposal, and for a total not to exceed amount of One Hundred One Thousand Three Hundred Fifty Two Dollars and Sixteen Cents (\$101,352.16), 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, as attached hereto or substantially similar, for the above referenced goods and/or services based upon the following information:

Kompan
930 Broadway
Tacoma WA 98402
(State of New Jersey Contract 12-X-22409)

Reviewed:

Quentin Wiest
Business Administrator

Approved as to form:

Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: September 19, 2012

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Carol Marsh				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				



SALES PROPOSAL

KOMPAN, INC. * 930 Broadway, Tacoma, WA 98402 * Tel 1-800-426-9788 * Fax 1-866-943-6254 * www.kompan.com

Site Location:	25681
Church Square Park	
Quote 3	
Corner of 14th St & Park Ave	
Washington Street, NJ 7030	
United States	
City of Hoboken	

Date	08/29/12
Expiration Date	
Proposal No.	SP22426
Project	Church Square Park
Ship to State/Zip	NJ 7030
Customer Service Representative	Joedi Rice
Sales Representative	Ken Dobyns
Payment Terms	NET 30

Invoice-to:	48297
City of Hoboken	
City Hall Parks Dept	
94 Washington Street	
Hoboken, NJ 07030	
United States	
Leo Pellegrini	

Ship-to:
Church Square Park
Corner of 14th St & Park Ave
Washington Street, NJ 7030
United States
City of Hoboken

Qty.	Item No.	Description	Unit Price	Retail Price	Disc. %	Net Price
		NJ State Contract #12-X-22409				
4,490	POURED-IN-PLACE	Poured-In-Place Rubber Surf. 10' CFH - 100% Color	14.00	62,860.00	9.00	57,202.60
3,732	POURED-IN-PLACE	Poured-In-Place Rubber Surf. 8' CFH - 100% Color	13.00	48,516.00	9.00	44,149.56
Total						101,352.16

Comments:

Price for poured-in-place surfacing includes material, delivery and installation.

Price for poured-in-place surfacing does not include sub base preparation, rubbish removal or security for work performed.

Summary:

	Retail Price	Discount	Net Price
Subtotal - KOMPAN Products	0.00	0.00	0.00
Subtotal - Other Products	0.00	0.00	0.00
Subtotal - Surfacing	111,376.00	10,023.84	101,352.16
Subtotal - Installation & Other Services	0.00	0.00	0.00
Subtotal - Freight	0.00	0.00	0.00
Subtotal	111,376.00	10,023.84	101,352.16

(Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.)

Estimated Tax Rate	0.00
Total	101,352.16

Your acceptance of this proposal constitutes a valid order request and includes acceptance of KOMPAN's Terms and Conditions, receipt of which is hereby acknowledged by your signature.

To process your order, please sign and return a copy of this quote with the agreed upon deposit or purchase order for the full amount. Orders cancelled after date of confirmation will be subject to a 15% restocking charge.

This quote may be withdrawn by us if not accepted by 10/27/12.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of the ARRA of 2009.

KOMPAN Authorized Signature:

Accepted By (signature): _____

Accepted By (please print): _____

Date: _____

Sponsored By: _____
Co-Sponsored By: _____

CITY OF HOBOKEN
RESOLUTION #: _____

RESOLUTION APPROVING CHANGE ORDER NO. 1 ON BEHALF OF AMCO ENTERPRISES INC. FOR ADDITIONAL WORK ON THE HOBOKEN POLICE DEPARTMENT HVAC REHABILITATION PROJECT (HO-453) FOR THE CITY OF HOBOKEN IN THE AMOUNT OF \$67,994.61

WHEREAS, the City of Hoboken previously appropriated funds totaling \$489,000.00 for the AMCO Enterprises Inc. for the Hoboken Police Department HVAC Rehabilitation Project (HO-453) for the City of Hoboken; and

WHEREAS, the City Council originally awarded the contract to AMCO Enterprises Inc. in the amount of \$489,000.00; and

WHEREAS, during the performance of the project, required additional safety shutoff valves, ductwork, and chimney work were required; and

WHEREAS, the City's Engineer by letter dated September 10, 2012, has reviewed the additional work, and requests the City approve a change order in the amount of \$67,994.61, which results in a total contract price of \$556,994.61 (13% increase); and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$67,994.61 is available in the following capital appropriations C-04-60-711-310; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Signed: _____, George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED, that the City Council does hereby approve Change Order #1 for the Hoboken Police Department HVAC Rehabilitation Project (HO-453) for the City of Hoboken in favor of AMCO Enterprises Inc. in the amount of Sixty Seven Thousand Nine Hundred Ninety Four Dollars and Sixty One Cents (\$67,994.61) for a new amended contract price of Five Hundred Fifty Six Thousand Nine Hundred Ninety Four Dollars and Sixty One Cents (\$556,994.61) which equals a Thirteen Percent (13%) increase in the contract amount.

Meeting date: September 19, 2012

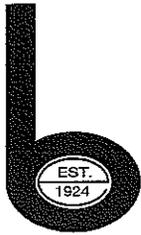
APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa Longo
Interim Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Theresa Castellano				
Peter Cunningham				
Jen Giattino				
Carol Marsh				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Ravi Bhalla				



September 10, 2012

City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Attention: Mr. Leo Pellegrini
Director of Health and Human Services

Re: Hoboken Police Department HVAC
Rehabilitation (Bid No. 12-04)
City of Hoboken
Hudson County, New Jersey
Our File No. HO-453

Dear Director Pellegrini:

As previously discussed, please find the attached change order (Change Order #1) along with the supporting documentation for inclusion on the September 19, 2012 agenda for action the City Council. In an effort to summarize the need for the attached change order I have broken down the various line items in an effort to provide clarity. The items are listed in the same fashion as depicted on the actual change order.

E-1, "Installation of seven (7) inoperable shutoff valves at the boiler installation". During the demolition of the original boiler it was discovered by the contractor, AMCO Enterprises, Inc. that seven shutoff valves were inoperable and required replacement in order to facilitate the demolition. During the design phase several valves were slated for replacement as a result of inspection, and the proposed new design. The valves in question appeared acceptable at the time of design, only after the contractor began the demolition was it observed that the valves in fact did not seat or were inoperable. These additional valves are required to isolate the boiler from the remainder of the system.

E-2, "Additional ductwork at roof connection per drawing M-304 (supplemental)". During the initial demolition/exploratory work at the roof connection of the existing roof top units (RTU's) it was observed that the aged system incorporated a modified connection setup utilizing several additional ductwork sections of varying size and orientation within the overall ductwork housing in order to delineate

the various zones. This modified connection was not visible until the demolition of the outer ductwork was undertaken and as such represents an unforeseen condition. This differs from standard roof curb connections and as result requires the contractor to create a custom roof top connection which requires additional ductwork, insulation, piping and support work. It should be noted that the existing RTU's were originally rated as indoor AC units which were modified for this application at the time of initial installation, as a result, the design required a modification which was noted on supplemental drawing M-304 which has become part of the contract drawing set currently being utilized by the contractor to complete the project.

E-3, "Installation of Chimney Liner (unforeseen condition within chimney structure)". During the boiler breeching construction, the contractor began the work of connecting the new exhaust piping into the existing chimney. Upon opening of the chimney structure it was noted that the chimney was unlined. In order to meet applicable building code, the chimney liner is required but was not part of the original scope of work.

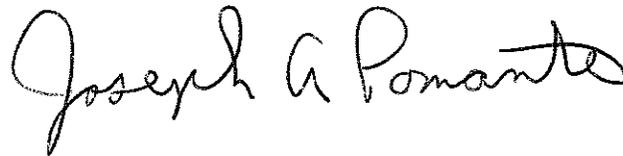
R-1, "Duct cleaning deletion". In an effort to limit the capital costs incurred due to the addition of the unforeseen condition, I have suggested that the duct cleaning portion of the project be deleted from the contract in order to offset a portion of the additional cost in an effort to lessen the budget impacts. I suggest that the duct cleaning for this building as well as the remainder of City owned buildings be combined into one future project which could be appropriately budgeted for.

Based on the above, the total recommended change order is in the amount of \$67,994.61 which represents 13.9% of the original contract price which is below the statutory 20% Change Order threshold. Given the age of the equipment (over 35 years old) and the unknowns involved demolishing/retrofitting into older building structures with new state of the art equipment, Boswell McClave Engineering recommends authorization of Change Order #1 in the amount of \$67,994.61. The Adjusted Contract Amount for the above referenced project will be \$556,994.61. It should be noted that Boswell's original estimate prior to the bidding of this project was \$550,000 which was the original budget amount discussed with the City Council earlier this year.

Thank you for your kind attention to this matter. Should you have any questions or require anything further, please do not hesitate to contact me.

Very truly yours,

BOSWELL McCLAVE ENGINEERING



Joseph A. Pomante, P.E.
City Engineer Representative

JAP/jp

Enclosures

Cc: Hoboken Purchasing Department

Change Order No. 1
 Date 8/22/2012
 Job No. HO-453

CHANGE ORDER

BOSWELL McCLAVE ENGINEERING
 330 PHILLIPS AVENUE
 SOUTH HACKENSACK, NJ 07606
 (201) 641-0770

<p>AMCO Enterprises, Inc. _____ CONTRACTOR</p> <p>600 Swenson Drive, Kenilworth, NJ 07033 _____ ADDRESS</p>	<p>Hoboken Police Department HVAC Rehabilitation HO-453 _____ PROJECT & JOB NUMBER</p> <p>City of Hoboken, Hudson County, NJ _____ OWNER/COUNTY</p>
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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 Project Limits

Nature and Reason of Change: Unforeseen existing conditions

ITEM NO.	ITEM	PAY UNIT	QUANTITY (+/-)	UNIT PRICE	TOTAL
E-1	Installation of seven (7) inoperable shutoff valves at boiler installation	LS	1	\$6,071.43	\$6,071.43
E-2	Additional ductwork at roof connection per drawing M-304 (supplemental)	LS	1	\$64,830.65	\$64,830.65
E-3	Installation of Chimney liner (unforeseen condition within chimney structure)	LS	1	\$7,822.53	\$7,822.53
R-1	Deuct cleaning deletion	LS	-1	\$10,730.00	-\$10,730.00

Amount of Original Contract	<u>\$489,000.00</u>	Supplemental	_____
Change Order No.1	<u>\$67,994.61</u>	Extra	<u>\$78,724.61</u>
Adjusted Contract Amount	<u>\$556,994.61</u>	Reduction	<u>(\$10,730.00)</u>
		Net Amount	<u>\$67,994.61</u>

Recommended for Approval

Joseph A. Pomante

 BOSWELL McCLAVE ENGINEERING

9/10/12

 DATE

Approved

Accepted

OWNER
Michael T. De...

 CONTRACTOR
 AMCO Enterprises, Inc.

DATE
8/22/2012

 DATE



Sales, Service, & Installation of HVAC Systems & Mechanical Work

CHANGE ORDER PROPOSAL #1

June 28, 2012

Sent via email

Boswell McClave Engineering
330 Phillips Ave.
S. Hackensack, NJ 07606

Attn: Joseph Pomante

Re: Hoboken Police Station HVAC project- Shut off valves

Dear Joe,
AMCO Enterprises, Inc. respectfully submits the following Change Order proposal per your request to replace the 7 Shut off valves as indicated on attached email. The scope of work is verbally defined as replacing the valves that are found to be totally out of order. The valves will be full port ball valves and field insulated. Please see the attached cost estimate and pipe takeoff.

We exclude any other pipes or nipples attached to the valves.

Total cost: \$ 6,071.43

<u>Material</u>	\$1,399.01
<u>Labor:</u>	
Demolition 5 hrs @ \$109.96	\$ 549.80
Installation of ne valves (as per attached sheet)	<u>\$3,330.69</u>
<u>Sub Total</u>	\$5,279.50
OH & Profit 15%	<u>\$791.93</u>
<u>Final total</u>	\$6,071.43

If you have any questions, feel free to contact us.

Regards,

Mike Thakkar
Mike Thakkar
AMCO Enterprises, Inc.

Enclosure: CO# 1 cost estimate (6 pages)
Material quote for valves from Louis P Canuso (1 page)
Wage rates (1 page)
Email request (1 page)

CLARIFICATIONS:

Please note that following items are NOT included in this change order.

- 1) Any kind of Cleaning work including providing dumpster.
- 2) Any kind of Electrical Work.
- 3) No water balancing, trenching, excavation, backfilling, gravel, or digging
- 4) Additional cost due to unforeseen conditions. AMCO will submit separate cost proposal for any additional work due to unforeseen conditions.

APPROVED & ACCEPTED BY: _____

APPROVED AMOUNT: _____

APPROVED DATE: _____

SIGNED BY: _____

Hoboken Police Station		CHANGE ORDER # 1 VALVE TAKEOFF	
QTY		Materials:	Labor:
	Total From Copper Tube & Fittings Sheet:	\$ -	0.00
	Total From ACR Copper Sheet	\$ -	0.00
	Total From Steel Threaded Sheet:	\$ -	0.00
	XH BLK Pipe & C.I. Fittings:	\$ -	0.00
	BLk Malleable Pipe Fittings	\$ -	0.00
	Total From Std Wt. Steel But Weld Sheet:	\$ -	0.00
	Total From XH Steel But Weld Sheet:	\$ -	0.00
	FLANGED FITTINGS 8" - 2"	\$ 151.80	17.70
	Total From Grooved PVF Sheet:	\$ -	0.00
	Total From Brass Valves Sheet:	\$ 1,180.59	12.59
	Total From Iron Valves Sheet:	\$ -	0.00
0	Totals From Reheat Coil Hookup: COPPER	\$ -	0.00
0	Totals From Baseboard Circuit Hookup: 3/4" & 1"	\$ -	0.00
0	Totals From AC-Unit Coil Hookup: COPPER	\$ -	0.00
0	Totals From AC-Unit Coil Hookup: STEEL	\$ -	0.00
0	Totals From LP Steam Coil Hookup: Preheat/Reheat	\$ -	0.00
0	Totals From END SUCTION Pump Hookup Sheet:	\$ -	0.00
0	Totals From INLINE Pump Hookup Sheet:	\$ -	0.00
0	Totals From SPLIT CASE Pump Hookup Sheet:	\$ -	0.00
0	Totals From Strainer Sheet 6" > 3/4":	\$ -	0.00
	Totals From Control Valves Sheet:	\$ -	0.00
	Totals From Misc. Hydronic Sheet:	\$ -	0.00
	Totals From Misc. Steam Sheet:	\$ -	0.00
	Totals From Hangers Sheet:	\$ -	0.00
	Misc. Labor (Coring)	-	0.00
	Consumables @ 5% total material	\$ 66.62	-
	Solder \ Flux \ brushes \ Welding Wire \ B-tank		
			30.29
			1.00
		\$ 3.79 days	30.29
	Grand Total:	\$ 1,399.01	\$ 3,330.69
	Glycol Requirements	0.00	Gal PIPE ONLY

Brass Valves 3" & Dn

MATERIAL DESCRIPTION	QTY	MATERIAL UNIT	EXTENDED	LABOR UNIT	LABOR EXTENDED	
3" Brass Ball Valve IPS 600#	1	\$292.55	\$292.55	2.79	2.79	Apollo 70
2 1/2" Brass Ball Valve IPS 600#	2	\$258.75	\$517.50	2.30	4.60	Apollo 70
2" Brass Ball Valve IPS 600#	2	\$117.22	\$234.44	1.44	2.88	Apollo 70
1 1/2" Brass Ball Valve IPS 600#	2	\$68.05	\$136.10	1.16	2.32	Apollo 70
1 1/4" Brass Ball Valve IPS 600#	0	\$28.08	\$0.00	1.04	0.00	Apollo 70
1" Brass Ball Valve IPS 600#	0	\$16.17	\$0.00	0.89	0.00	Apollo 70
3/4" Brass Ball Valve IPS 600#	0	\$12.80	\$0.00	0.72	0.00	Apollo 70
1/2" Brass Ball Valve IPS 600#	0	\$7.85	\$0.00	0.54	0.00	Apollo 70
3" Brass Ball Valve SWT 600#	0	\$244.64	\$0.00	1.32	0.00	Apollo70
2 1/2" Brass Ball Valve SWT 600#	0	\$212.03	\$0.00	1.13	0.00	Apollo70
2" Brass Ball Valve SWT 600#	0	\$44.94	\$0.00	0.96	0.00	Apollo70
1 1/2" Brass Ball Valve SWT 600#	0	\$35.86	\$0.00	0.81	0.00	Apollo70
1 1/4" Brass Ball Valve SWT 600#	0	\$28.08	\$0.00	0.75	0.00	Apollo70
1" Brass Ball Valve SWT 600#	0	\$16.17	\$0.00	0.68	0.00	Apollo70
3/4" Brass Ball Valve SWT 600#	0	\$12.80	\$0.00	0.56	0.00	Apollo70
1/2" Brass Ball Valve SWT 600#	0	\$7.85	\$0.00	0.42	0.00	Apollo70
3" Brass Gate IPS 125#	0	\$210.65	\$0.00	2.79	0.00	Nibco T-113
2 1/2" Brass Gate IPS 125#	0	\$171.05	\$0.00	2.30	0.00	Nibco T-113
2" Brass Gate IPS 125#	0	\$60.50	\$0.00	1.44	0.00	Nibco T-113
1 1/2" Brass Gate IPS 125#	0	\$50.05	\$0.00	1.16	0.00	Nibco T-113
1 1/4" Brass Gate IPS 125#	0	\$42.90	\$0.00	1.05	0.00	Nibco T-113
1" Brass Gate IPS 125#	0	\$28.60	\$0.00	0.89	0.00	Nibco T-113
3/4" Brass Gate IPS 125#	0	\$22.28	\$0.00	0.72	0.00	Nibco T-113
1/2" Brass Gate IPS 125#	0	\$18.76	\$0.00	0.53	0.00	Nibco T-113
3" Brass Gate SWT 125#	0	\$232.10	\$0.00	1.85	0.00	Nibco S-113
2 1/2" Brass Gate SWT 125#	0	\$177.85	\$0.00	1.50	0.00	Nibco S-113
2" Brass Gate SWT 125#	0	\$70.95	\$0.00	0.95	0.00	Nibco S-113
1 1/2" Brass Gate SWT 125#	0	\$50.05	\$0.00	0.81	0.00	Nibco S-113
1 1/4" Brass Gate SWT 125#	0	\$45.10	\$0.00	0.75	0.00	Nibco S-113
1" Brass Gate SWT 125#	0	\$29.70	\$0.00	0.66	0.00	Nibco S-113
3/4" Brass Gate SWT 125#	0	\$20.63	\$0.00	0.56	0.00	Nibco S-113
1/2" Brass Gate SWT 125#	0	\$18.10	\$0.00	0.42	0.00	Nibco S-113
3" Brass Globe IPS 125#	0	\$474.65	\$0.00	2.79	0.00	Nibco T-211
2 1/2" Brass Globe IPS 125#	0	\$335.50	\$0.00	2.30	0.00	Nibco T-211
2" Brass Globe IPS 125#	0	\$139.15	\$0.00	1.44	0.00	Nibco T-211
1 1/2" Brass Globe IPS 125#	0	\$91.85	\$0.00	1.16	0.00	Nibco T-211
1 1/4" Brass Globe IPS 125#	0	\$91.85	\$0.00	1.05	0.00	Nibco T-211
1" Brass Globe IPS 125#	0	\$55.55	\$0.00	0.89	0.00	Nibco T-211
3/4" Brass Globe IPS 125#	0	\$39.60	\$0.00	0.72	0.00	Nibco T-211
1/2" Brass Globe IPS 125#	0	\$31.90	\$0.00	0.53	0.00	Nibco T-211
3" Brass Globe SWT 150#	0	\$668.25	\$0.00	1.97	0.00	Nibco S-235
2 1/2" Brass Globe SWT 150#	0	\$519.20	\$0.00	1.58	0.00	Nibco S-235
2" Brass Globe SWT 150#	0	\$265.65	\$0.00	0.99	0.00	Nibco S-235

Brass Valves 3" & Dn

1 1/2" Brass Globe SWT 150#	0	\$180.40	\$0.00	0.83	0.00	Nibco S-235
1 1/4" Brass Globe SWT 150#	0	\$148.94	\$0.00	0.77	0.00	Nibco S-235
1" Brass Globe SWT 150#	0	\$94.05	\$0.00	0.68	0.00	Nibco S-235
3/4" Brass Globe SWT 150#	0	\$67.65	\$0.00	0.56	0.00	Nibco S-235
1/2" Brass Globe SWT 150#	0	\$50.05	\$0.00	0.42	0.00	Nibco S-235
3" Brass Check IPS 150#						
3" Brass Check IPS 150#	0	\$316.25	\$0.00	1.64	0.00	T-433B
2 1/2" Brass Check IPS 150#	0	\$215.60	\$0.00	1.49	0.00	T-433B
2" Brass Check IPS 125#	0	\$92.40	\$0.00	0.95	0.00	T-413 B
1 1/2" Brass Check IPS 125#	0	\$64.35	\$0.00	0.80	0.00	T-413 B
1 1/4" Brass Check IPS 125#	0	\$53.35	\$0.00	0.74	0.00	T-413 B
1" Brass Check IPS 125#	0	\$39.05	\$0.00	0.66	0.00	T-413 B
3/4" Brass Check IPS 125#	0	\$28.50	\$0.00	0.54	0.00	T-413 B
1/2" Brass Check IPS 125#	0	\$23.87	\$0.00	0.40	0.00	T-413 B
3" Brass Check SWT 150#						
3" Brass Check SWT 150#	0	\$378.95	\$0.00	2.69	0.00	S-433B
2 1/2" Brass Check SWT 150#	0	\$254.10	\$0.00	2.19	0.00	S-433B
2" Brass Check SWT 125#	0	\$126.50	\$0.00	1.37	0.00	S-413B
1 1/2" Brass Check SWT 125#	0	\$86.35	\$0.00	1.11	0.00	S-413B
1 1/4" Brass Check SWT 125#	0	\$73.70	\$0.00	1.01	0.00	S-413B
1" Brass Check SWT 125#	0	\$51.70	\$0.00	0.87	0.00	S-413B
3/4" Brass Check SWT 125#	0	\$35.75	\$0.00	0.71	0.00	S-413B
1/2" Brass Check SWT 125#	0	\$24.48	\$0.00	0.53	0.00	S-413B
3" Semi-Steel Plug IPS 125#						
3" Semi-Steel Plug IPS 125#	0	\$150.06	\$0.00	2.40	0.00	Hmstd 611
2 1/2" Semi-Steel Plug IPS 125#	0	\$128.62	\$0.00	2.36	0.00	Hmstd 611
2" Semi-Steel Plug IPS 125#	0	\$84.85	\$0.00	1.44	0.00	Hmstd 611
1 1/2" Semi-Steel Plug IPS 125#	0	\$84.85	\$0.00	1.17	0.00	Hmstd 611
1 1/4" Semi-Steel Plug IPS 125#	0	\$84.85	\$0.00	1.01	0.00	Hmstd 611
1" Semi-Steel Plug IPS 125#	0	\$78.60	\$0.00	0.89	0.00	Hmstd 612
1/2" GAS BALL VALVE	0	\$11.38	\$0.00	0.72	0.00	
3/4" GAS BALL VALVE	0	\$15.70	\$0.00	0.53	0.00	
1" GAS BALL VALVE	0	\$21.53	\$0.00	0.89	0.00	
1 1/4" GAS BALL VALVE	0	\$33.84	\$0.00	1.01	0.00	
1 1/2" GAS BALL VALVE	0	\$40.74	\$0.00	1.17	0.00	
2" GAS BALL VALVE	0	\$48.93	\$0.00	1.44	0.00	
TOTALS >>		MAT'L >	\$1,180.59	LABOR >	12.59	
						hrs

FLANGED FITTINGS 8" - 2"

MATERIAL DESCRIPTION	QTY	MAT'L UNIT	MAT'L EXT.	LABOR UNIT	LAB. EXT.
12" Flanged 90° Elbow	0	\$1,035.00	\$0.00	4.20	0.00
10" Flanged Elbow	0	\$514.00	\$0.00	3.87	0.00
8" Flanged 90 Elbow	0	\$234.00	\$0.00	3.45	0.00
6" Flanged 90° Elbow	0	\$135.90	\$0.00	2.93	0.00
5" Flanged 90° Elbow	0	\$205.00	\$0.00	2.69	0.00
4" Flanged 90° Elbow	0	\$86.80	\$0.00	2.27	0.00
3" Flanged 90° Elbow	0	\$70.20	\$0.00	1.25	0.00
2 1/2" Flanged 90° Elbow	0	\$84.10	\$0.00	1.19	0.00
2" Flanged 90° Elbow	0	\$77.70	\$0.00	1.05	0.00
12" Flanged Tee	0	\$1,385.00	\$0.00	6.15	0.00
10" Flanged Tee	0	\$881.00	\$0.00	5.50	0.00
8" Flanged Tee	0	\$327.00	\$0.00	5.15	0.00
6" Flanged Tee	0	\$191.80	\$0.00	4.41	0.00
5" Flanged Tee	0	\$354.00	\$0.00	4.04	0.00
4" Flanged Tee	0	\$132.20	\$0.00	3.41	0.00
3" Flanged Tee	0	\$86.90	\$0.00	1.85	0.00
2 1/2" Flanged Tee	0	\$124.00	\$0.00	1.77	0.00
2" Flanged Tee	0	\$85.10	\$0.00	1.56	0.00
12" Flanged Red.Tee	0	\$1,618.00	\$0.00	6.00	0.00
10" Flanged Red. Tee	0	\$935.00	\$0.00	5.30	0.00
8" Flanged Red.Tee	0	\$491.00	\$0.00	4.95	0.00
6" Flanged Red. Tee	0	\$261.90	\$0.00	4.01	0.00
5" Flanged Red. Tee	0	\$571.00	\$0.00	3.91	0.00
4" Flanged Red. Tee	0	\$272.00	\$0.00	3.32	0.00
3" Flanged Red. Tee	0	\$257.00	\$0.00	1.60	0.00
2 1/2" Flanged Red.Tee	0	\$200.00	\$0.00	1.55	0.00
2" Flanged Red. Tee	0	\$150.00	\$0.00	1.45	0.00
12" Flanged Reducer	0	\$1,049.00	\$0.00	4.63	0.00
10" Flanged Reducer	0	\$608.00	\$0.00	3.93	0.00
8" Flanged Reducer	0	\$295.00	\$0.00	3.63	0.00
6" Flanged Reducer	0	\$234.00	\$0.00	3.14	0.00
5" Flanged Reducer	0	\$270.00	\$0.00	2.94	0.00
4" Flanged Reducer	0	\$175.00	\$0.00	2.33	0.00
3" Flanged Reducer	0	\$155.70	\$0.00	1.31	0.00
2 1/2" Flanged Reducer	0	\$196.20	\$0.00	1.25	0.00
2 " Flanged Reducer	0	\$244.00	\$0.00	1.08	0.00
12" 150# Weld Neck Flange	0	\$172.90	\$0.00	8.25	0.00
10" 150# Weld Neck Flanges	0	\$116.80	\$0.00	6.96	0.00
8" 150# Weld Neck Flanges	0	\$78.80	\$0.00	5.30	0.00
6" 150# Weld Neck Flanges	0	\$48.20	\$0.00	4.28	0.00
5" 150# Weld Neck Flanges	0	\$39.60	\$0.00	4.01	0.00
4" 150# Weld Neck Flanges	0	\$31.40	\$0.00	3.59	0.00
3" 150# Weld Neck Flanges	0	\$21.90	\$0.00	2.49	0.00
2 1/2" 150# Weld Neck Flanges	0	\$18.90	\$0.00	2.39	0.00
2" 150# Weld Neck Flanges	0	\$15.50	\$0.00	2.10	0.00
12" 150# Blind Flange	0	\$196.00	\$0.00	8.25	0.00
10" 150# Blind Flange	0	\$133.80	\$0.00	6.96	0.00
8" 150# Blind Flange	0	\$79.40	\$0.00	5.30	0.00

FLANGED FITTINGS 8" - 2"

6" 150# BlindFlange	0	\$49.50	\$0.00	4.28	0.00
5" 150# Blind Flange	0	\$38.80	\$0.00	4.01	0.00
4" 150# Blind Flange	0	\$30.30	\$0.00	3.59	0.00
3" 150# Blind Flange	0	\$21.50	\$0.00	2.49	0.00
2 1/2" 150# Blind Flange	0	\$20.10	\$0.00	2.39	0.00
2" 150# Blind Flange	0	\$12.90	\$0.00	2.10	0.00
12" Flanged 90° Elbow XH	0	\$0.00	\$0.00	4.40	0.00
10" Flanged Elbow XH	0	\$0.00	\$0.00	3.97	0.00
8" Flanged 90 Elbow XH	0	\$745.00	\$0.00	3.65	0.00
6" Flanged 90° Elbow XH	0	\$455.00	\$0.00	3.13	0.00
5" Flanged 90° Elbow XH	0	\$0.00	\$0.00	2.89	0.00
4" Flanged 90° Elbow XH	0	\$317.00	\$0.00	2.47	0.00
3" Flanged 90° Elbow XH	0	\$220.00	\$0.00	2.45	0.00
2 1/2" Flanged 90° Elbow XH	0	\$216.00	\$0.00	1.39	0.00
2" Flanged 90° Elbow XH	0	\$199.00	\$0.00	1.25	0.00
12" Flanged Tee XH	0	\$0.00	\$0.00	6.55	0.00
10" Flanged Tee XH	0	\$0.00	\$0.00	5.90	0.00
8" Flanged Tee XH	0	\$1,251.00	\$0.00	5.65	0.00
6" Flanged Tee XH	0	\$741.00	\$0.00	4.91	0.00
5" Flanged Tee XH	0	\$0.00	\$0.00	4.44	0.00
4" Flanged Tee XH	0	\$501.00	\$0.00	3.81	0.00
3" Flanged Tee XH	0	\$316.00	\$0.00	2.15	0.00
2 1/2" Flanged Tee XH	0	\$282.00	\$0.00	2.07	0.00
2" Flanged Tee XH	0	\$75.75	\$0.00	1.96	0.00
12" Flanged Red. Tee XH	0	\$0.00	\$0.00	6.40	0.00
10" Flanged Red. Tee XH	0	\$0.00	\$0.00	5.70	0.00
8" Flanged Red. Tee XH	0	\$1,555.00	\$0.00	5.35	0.00
6" Flanged Red. Tee XH	0	\$1,016.00	\$0.00	4.41	0.00
5" Flanged Red. Tee XH	0	\$0.00	\$0.00	4.31	0.00
4" Flanged Red. Tee XH	0	\$0.00	\$0.00	3.72	0.00
3" Flanged Red. Tee XH	0	\$0.00	\$0.00	2.00	0.00
2 1/2" Flanged Red. Tee XH	0	\$0.00	\$0.00	1.95	0.00
2" Flanged Red. Tee XH	0	\$0.00	\$0.00	1.95	0.00
12" Flanged Reducer XH	0	\$0.00	\$0.00	4.83	0.00
10" Flanged Reducer XH	0	\$1,726.00	\$0.00	4.13	0.00
8" Flanged Reducer XH	0	\$975.00	\$0.00	3.83	0.00
6" Flanged Reducer XH	0	\$719.00	\$0.00	3.34	0.00
5" Flanged Reducer XH	0	\$0.00	\$0.00	3.14	0.00
4" Flanged Reducer XH	0	\$512.00	\$0.00	2.53	0.00
3" Flanged Reducer XH	0	\$378.00	\$0.00	1.51	0.00
2 1/2" Flanged Reducer XH	0	\$0.00	\$0.00	1.45	0.00
2" Flanged Reducer XH	0	\$0.00	\$0.00	1.28	0.00
12" 300# Weld Neck Flanges	0	\$278.00	\$0.00	5.91	0.00
10" 300# Weld Neck Flanges	0	\$200.00	\$0.00	5.50	0.00
8" 300# Weld Neck Flanges	0	\$130.70	\$0.00	5.21	0.00
6" 300# Weld Neck Flanges	0	\$84.00	\$0.00	4.91	0.00
5" 300# Weld Neck Flanges	0	\$58.80	\$0.00	4.67	0.00
4" 300# Weld Neck Flanges	0	\$46.70	\$0.00	3.62	0.00
3" 300# Weld Neck Flanges	2	\$29.50	\$59.00	3.03	6.06
2 1/2" 300# Weld Neck Flanges	4	\$23.20	\$92.80	2.91	11.64
2" 300# Weld Neck Flanges	0	\$21.10	\$0.00	2.51	0.00

FLANGED FITTINGS 8" - 2"

12" 300# Blind Flanges	0	\$341.00	\$0.00	5.91	0.00
10" 300# Blind Flanges	0	\$238.00	\$0.00	5.50	0.00
8" 300# Blind Flanges	0	\$132.50	\$0.00	5.21	0.00
6" 300# Blind Flanges	0	\$75.60	\$0.00	4.91	0.00
5" 300# Blind Flanges	0	\$63.60	\$0.00	4.67	0.00
4" 300# Blind Flanges	0	\$46.70	\$0.00	3.62	0.00
3" 300# Blind Flanges	0	\$29.90	\$0.00	3.03	0.00
2 1/2" 300# Blind Flanges	0	\$28.40	\$0.00	2.91	0.00
2" 300# Blind Flanges	0	\$16.60	\$0.00	2.51	0.00
12' Ring Gasket	0	\$6.05	\$0.00	0.01	0.00
10" Ring Gasket	0	\$5.74	\$0.00	0.01	0.00
8" Ring Gasket	0	\$4.39	\$0.00	0.01	0.00
6" Ring Gasket	0	\$3.31	\$0.00	0.01	0.00
5" Ring Gasket	0	\$2.90	\$0.00	0.01	0.00
4" Ring Gasket	0	\$2.63	\$0.00	0.01	0.00
3" Ring Gasket	0	\$1.48	\$0.00	0.01	0.00
2 1/2" Ring Gasket	0	\$1.28	\$0.00	0.01	0.00
2" Ring Gasket	0	\$1.25	\$0.00	0.01	0.00
12' Bolt & Nut Pak	0	\$24.00	\$0.00	0.01	0.00
10" Bolt & Nut Pak	0	\$23.50	\$0.00	0.01	0.00
8" Bolt & Nut Pak	0	\$12.88	\$0.00	0.01	0.00
6" Bolt & Nut Pak	0	\$12.88	\$0.00	0.01	0.00
5" Bolt & Nut Pak	0	\$12.88	\$0.00	0.01	0.00
4" Bolt & Nut Pak	0	\$7.84	\$0.00	0.01	0.00
3" Bolt & Nut Pak	0	\$4.20	\$0.00	0.01	0.00
2 1/2" Bolt & Nut Pak	0	\$4.20	\$0.00	0.01	0.00
2" Bolt & Nut Pak	0	\$4.20	\$0.00	0.01	0.00
TOTALS >>			MAT'L > \$151.80	LABOR > 17.70	
				hrs	

AMCO Enterprises, Inc.

PIPE FITTERS UNION RATE

LOCAL NO. 274
 START DATE 5/1/2012
 END DATE 5/31/2013

				JOURNEYMAN	FOREMAN	AVERAGE
A.	STRAIGHT TIME RATE			\$ 46.61	\$ 53.28	49.95
A.	VACATION			\$ 1.00	\$ 1.00	1.00
				\$ 47.61	\$ 54.28	50.95
B.	PENSION			\$ 9.23	\$ 9.23	9.23
B.	ANNUITY			\$ 5.56	\$ 5.56	5.56
B.	WELFARE			\$ 8.69	\$ 8.69	8.69
B.	WEL SUP			\$ 3.36	\$ 3.36	3.36
B.	UNEMP SUP			\$ 1.00	\$ 1.00	1.00
B.	EDUCATION			\$ 0.75	\$ 0.75	0.75
B.	INDUSTRY			\$ 0.30	\$ 0.30	0.30
B.	INTL. TRNG.			\$ 0.10	\$ 0.10	0.10
				\$ 28.99	\$ 28.99	28.99
C.	SUI	6.40%		\$ 3.05	\$ 3.47	3.26
C.	FICA	7.65%		\$ 3.64	\$ 4.15	3.90
C.	FUTA	1.45%		\$ 0.69	\$ 0.79	0.74
C.	WORKER'S COMP INS.		11.10%	\$ 5.28	\$ 6.03	5.65
C.	GENERAL INSURANCE		5%	\$ 2.38	\$ 2.71	2.55
C.	UMBRELLA LIABILITY		4%	\$ 1.90	\$ 2.17	2.04
C.	EXPENSES		5%	\$ 2.38	\$ 2.71	2.55
				\$ 19.33	\$ 22.04	20.68
D.	SURETY			\$ 4.76	\$ 5.43	5.09
D.	HOLIDAYS			\$ -	\$ 3.40	1.70
D.	BONUS			\$ 2.38	\$ 2.71	2.55
				\$ 7.14	\$ 11.54	9.34
	SUB TOTAL "A"			\$ 47.61	\$ 54.28	50.95
	SUB TOTAL "B"			\$ 28.99	\$ 28.99	28.99
	SUB TOTAL "C"			\$ 19.33	\$ 22.04	20.68
	SUB TOTAL "D"			\$ 7.14	\$ 11.54	9.34
	TOTAL COST PER HOUR					
1	STRAIGHT TIME RATE			\$ 103.07	\$ 116.85	109.96
2	RATE WITH SHIFT DIFFERENTIAL OF 25%			\$ 128.84	\$ 146.06	137.45
3	OT @ 1 1/2 X ST. TIME RATE			\$ 154.61	\$ 175.27	164.94
4	OT @ 2 X ST. TIME RATE			\$ 206.14	\$ 233.70	219.92

TELEPHONE ORDER 908 241 4179

LOUIS P. CANUSO, INC.

CUSTOMER NAME Amso

DATE 6-29-12

ADDRESS _____

P.O. NO. _____

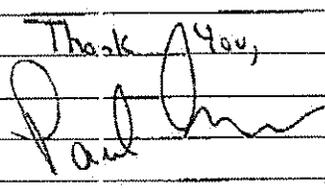
attn: Mike

REQ. NO. _____

SHIP TO _____

SHIP VIA _____

ADDRESS _____

QUANTITY	CODE NUMBER	DESCRIPTION	
		Reference: Hoboken Police	
2		2-1/2 Flg C1 Ball Valve Apollo 6P 209 01	258.75 net each
1		3 Flg C1 Ball Valve Apollo 6P 200 01	292.55 net each
2		2 CXC Ball Valve Apollo 77C 208 01	117.22 net each
2		1-1/2 CXC Ball Valve Apollo 77C 207 01	68.05 net each
		- Delivery in Stock To 3 Day	
		Thank You, 	



Sales, Service, & Installation of HVAC Systems & Mechanical Work

CHANGE ORDER PROPOSAL #2

August 3, 2012

Sent via email

Boswell McClave Engineering
330 Phillips Ave.
S. Hackensack, NJ 07606

Attn: Joseph Pomante

Re: Hoboken Police Station HVAC project- Drawing M-304

Dear Joe,
AMCO Enterprises, Inc. respectfully submits the following Change Order proposal for work indicated on Drawing M-304, which was not included in the bid set. The scope of work is verbally defined as supplying and installing ductwork and piping associated with Rooftop units 1 and 2. The control valves will be supplied by Trane and piping will be field insulated. Please see the attached cost estimate and pipe and ductwork takeoffs.

Total cost: \$64,830.65

Material:

Ductwork (2712 #)	\$14,916.00
Piping (as per attached sheet)	\$3,670.00

Labor:

Ductwork (2260 #)	\$15,820.00
Piping (as per attached sheet)	\$20,325.00
<u>Sub Total</u>	\$54,731.00
OH & Profit 15%	\$ 8,209.65

Subcontractors:

Insulation (piping only)	\$1,800.00
OH & Profit 5%	\$ 90.00

Final total:

\$64,830.65

If you have any questions, feel free to contact us.

Regards,

Scott Fertig, P. E.

Scott Fertig, P.E.

AMCO Enterprises, Inc.

Enclosure: CO# 2 cost estimate (6 pages)
Wage rates (1 page)

CLARIFICATIONS:

Please note that following items are NOT included in this change order.

- 1) Any kind of Cleaning work including providing dumpster.
- 2) Any kind of Electrical Work.
- 3) No water balancing, trenching, excavation, backfilling, gravel, or digging
- 4) Additional cost due to unforeseen conditions. AMCO will submit separate cost proposal for any additional work due to unforeseen conditions.

APPROVED & ACCEPTED BY: _____

APPROVED AMOUNT: _____

APPROVED DATE: _____

SIGNED BY: _____

Hoboken Police Station CHANGE ORDER # 2 ROOF PIPING TAKEOFF revised				
QTY		Materials:		Labor:
	Total From Copper Tube & Fittings Sheet:	\$	1,341.54	44.22
	Total From ACR Copper Sheet	\$	-	0.00
	Total From Steel Threaded Sheet:	\$	-	0.00
	XH BLK Pipe & C.I. Fittings:	\$	-	0.00
	BLk Mallable Pipe Fittings	\$	-	0.00
	Total From Std Wt. Steel But Weld Sheet:	\$	-	0.00
	Total From XH Steel But Weld Sheet:	\$	-	0.00
	FLANGED FITTINGS 8" - 2"	\$	-	0.00
	Total From Grooved PVF Sheet:	\$	-	0.00
	Total From Brass Valves Sheet:	\$	-	0.00
	Total From Iron Valves Sheet:	\$	-	0.00
15	Totals From Reheat Coil Hookup: COPPER	\$	2,029.89	107.94
0	Totals From Baseboard Circuit Hookup: 3/4" & 1"	\$	-	0.00
0	Totals From AC-Unit Coil Hookup: COPPER	\$	-	0.00
0	Totals From AC-Unit Coil Hookup: STEEL	\$	-	0.00
0	Totals From LP Steam Coil Hookup: Preheat/Reheat	\$	-	0.00
0	Totals From END SUCTION Pump Hookup Sheet:	\$	-	0.00
0	Totals From INLINE Pump Hookup Sheet:	\$	-	0.00
0	Totals From SPLIT CASE Pump Hookup Sheet:	\$	-	0.00
0	Totals From Strainer Sheet 6" > 3/4":	\$	-	0.00
	Totals From Control Valves Sheet:	\$	-	0.00
	Totals From Misc. Hydronic Sheet:	\$	-	0.00
	Totals From Misc. Steam Sheet:	\$	-	0.00
	Totals From Hangers Sheet:	\$	125.20	32.68
	Misc. Labor (Coring)		-	0.00
	Consumables @ 5% total material	\$	174.83	-
	Solder \ Flux \ brushes \ Welding Wire \ B-tank			184.84
				1.00
		\$	23.10 days	184.84
				FACTOR
				<Total Hrs
				Rate/hr
	Grand Total:	\$	3,671.46	\$ 20,324.57
				\$109.96
	Glycol Requirements		0.00	Gal
				PIPE ONLY

System: L COPPER

		MATERIAL			LABOR	LABOR
MATERIAL DESCRIPTION	QTY	UNIT	EXTENDED		UNIT	EXTENDED
4" Copper Tubing	0	\$27.97	\$0.00		0.18	0.00
3" Copper Tubing	0	\$16.92	\$0.00		0.14	0.00
2 1/2" Copper Tubing	0	\$12.62	\$0.00		0.12	0.00
2" Copper Tubing	100	\$8.49	\$849.00		0.09	9.00
1 1/2" Copper Tubing	0	\$5.43	\$0.00		0.08	0.00
1 1/4" Copper Tubing	0	\$4.21	\$0.00		0.08	0.00
1" Copper Tubing	0	\$3.00	\$0.00		0.08	0.00
3/4" Copper Tubing	80	\$1.87	\$149.60		0.06	4.80
1/2" Copper Tubing	0	\$1.95	\$0.00		0.06	0.00
4" Copper 90	0	\$65.60	\$0.00		2.21	0.00
3" Copper 90	0	\$25.62	\$0.00		1.65	0.00
2 1/2" Copper 90	0	\$19.18	\$0.00		1.38	0.00
2" Copper 90	0	\$9.58	\$0.00		0.86	0.00
1 1/2" Copper 90	0	\$5.26	\$0.00		0.75	0.00
1 1/4" Copper 90	0	\$3.37	\$0.00		0.71	0.00
1" Copper 90	0	\$2.23	\$0.00		0.63	0.00
3/4" Copper 90	0	\$0.91	\$0.00		0.54	0.00
1/2" Copper 90	0	\$2.50	\$0.00		0.41	0.00
4" Copper Tee	0	\$151.93	\$0.00		3.27	0.00
3" Copper Tee	0	\$108.23	\$0.00		2.43	0.00
2 1/2" Copper Tee	0	\$86.63	\$0.00		2.03	0.00
2" Copper Tee	0	\$26.66	\$0.00		1.26	0.00
1 1/2" Copper Tee	0	\$21.61	\$0.00		1.08	0.00
1 1/4" Copper Tee	0	\$11.13	\$0.00		1.02	0.00
1" Copper Tee	0	\$6.58	\$0.00		0.92	0.00
3/4" Copper Tee	0	\$3.63	\$0.00		0.77	0.00
1/2" Copper Tee	0	\$0.89	\$0.00		0.59	0.00
4" Copper Coupling	0	\$38.50	\$0.00		2.16	0.00
3" Copper Coupling	0	\$20.09	\$0.00		1.62	0.00
2 1/2" Copper Coupling	0	\$10.27	\$0.00		1.37	0.00
2" Copper Coupling	0	\$7.85	\$0.00		0.84	0.00
1 1/2" Copper Coupling	0	\$4.64	\$0.00		0.74	0.00
1 1/4" Copper Coupling	0	\$3.44	\$0.00		0.71	0.00
1" Copper Coupling	0	\$2.28	\$0.00		0.63	0.00
3/4" Copper Coupling	0	\$1.08	\$0.00		0.54	0.00
1/2" Copper Coupling	0	\$0.56	\$0.00		0.41	0.00
4" Copper Red. Tee	0	\$215.80	\$0.00		2.90	0.00
3" Copper Red. Tee	0	\$97.33	\$0.00		2.30	0.00
2 1/2" Copper Red. Tee	0	\$66.08	\$0.00		1.89	0.00
2" Copper Red. Tee	26	\$13.19	\$342.94		1.17	30.42
1 1/2" Copper Red. Tee	0	\$13.19	\$0.00		1.02	0.00
1 1/4" Copper Red. Tee	0	\$8.08	\$0.00		0.96	0.00
1" Copper Red. Tee	0	\$7.61	\$0.00		0.86	0.00
3/4" Copper Red. Tee	0	\$5.18	\$0.00		0.69	0.00
1/2" Copper Red. Tee	0	\$4.06	\$0.00		0.54	0.00
4" Copper Red Coupling	0	\$63.32	\$0.00		2.03	0.00
3" Copper Red. Coupling	0	\$27.13	\$0.00		1.49	0.00
2 1/2" Copper Red. Coupling	0	\$20.63	\$0.00		1.23	0.00
2" Copper Red. Coupling	0	\$9.33	\$0.00		0.75	0.00

System: L COPPER

1 1/2" Copper Red. Coupling	0	\$6.03	\$0.00	0.68	0.00
1 1/4" Copper Red. Caps	0	\$3.64	\$0.00	0.63	0.00
1" Copper Red. Caps	0	\$2.59	\$0.00	0.56	0.00
3/4" Copper Red. Caps	0	\$1.42	\$0.00	0.45	0.00
1/2" Copper Red. Coupling	0	\$0.84	\$0.00	0.36	0.00
3" Cast Copper Union	0	\$258.12	\$0.00	1.88	0.00
2 1/2" Cast Copper Union	0	\$99.75	\$0.00	1.56	0.00
2" Cast Copper Union	0	\$45.56	\$0.00	0.87	0.00
1 1/2" Cast Copper Union	0	\$26.73	\$0.00	0.75	0.00
1 1/4" Cast Copper Union	0	\$20.30	\$0.00	0.71	0.00
1" Cast Copper Union	0	\$11.98	\$0.00	0.65	0.00
3/4" Cast Copper Union	0	\$7.11	\$0.00	0.54	0.00
1/2" Cast Copper Union	0	\$5.66	\$0.00	0.41	0.00
4" Dielectric Union	0	\$319.53	\$0.00	0.00	0.00
3" Dielectric Union	0	\$120.42	\$0.00	0.00	0.00
2 1/2" Dielectric Union	0	\$87.82	\$0.00	0.00	0.00
2" Dielectric Union	0	\$28.70	\$0.00	1.47	0.00
1 1/2" Dielectric Union	0	\$20.68	\$0.00	1.23	0.00
1 1/4" Dielectric Union	0	\$13.79	\$0.00	1.13	0.00
1" Dielectric Union	0	\$8.39	\$0.00	1.02	0.00
3/4" Dielectric Union	0	\$4.74	\$0.00	0.84	0.00
1/2" Dielectric Union	0	\$4.74	\$0.00	0.62	0.00
4" Copper Adapter	0	\$106.00	\$0.00	2.02	0.00
3" Copper Adapter	0	\$93.93	\$0.00	1.51	0.00
2 1/2" Copper Adapter	0	\$61.98	\$0.00	1.44	0.00
2" Copper Adapter	0	\$17.02	\$0.00	0.90	0.00
1 1/2" Copper Adapter	0	\$12.53	\$0.00	0.78	0.00
1 1/4" Copper Adapter	0	\$8.01	\$0.00	0.72	0.00
1" Copper Adapter	0	\$5.47	\$0.00	0.65	0.00
3/4" Copper Adapter	0	\$2.37	\$0.00	0.54	0.00
1/2" Copper Adapter	0	\$1.73	\$0.00	0.42	0.00
4" 150# Companion Flange	0	\$107.60	\$0.00	2.13	0.00
3" 150# Companion Flange	0	\$71.30	\$0.00	1.25	0.00
2 1/2" 150# Companion Flange	0	\$68.70	\$0.00	1.19	0.00
2" 150# Companion Flange	0	\$54.50	\$0.00	0.89	0.00
1 1/2" 125# Companion Flange	0	\$42.40	\$0.00	0.77	0.00
1 1/4" 125# Companion Flange	0	\$24.20	\$0.00	0.75	0.00
4" Oversized Clevis w/ Shield	0	\$17.60	\$0.00	1.34	0.00
3" Oversized Clevis w/ Shield	0	\$13.42	\$0.00	1.34	0.00
2 1/2" Clevis Hanger w/ Shield	0	\$13.42	\$0.00	1.34	0.00
2" Oversized Clevis Hanger	0	\$10.12	\$0.00	1.05	0.00
1 1/2" Oversized Clevis Hanger	0	\$9.57	\$0.00	1.05	0.00
1 1/4" Oversized Clevis Hanger	0	\$9.57	\$0.00	1.05	0.00
1" Oversized Clevis Hanger	0	\$8.36	\$0.00	1.05	0.00
3/4" Oversized Clevis Hanger	0	\$8.36	\$0.00	1.05	0.00
TOTALS >>		MAT'L >	\$1,341.54	LABOR >	44.22
				hrs	



Sales, Service, & Installation of HVAC Systems & Mechanical Work

CHANGE ORDER PROPOSAL #3

July 24, 2012

Sent via email

Boswell McClave Engineering
330 Phillips Ave.
S. Hackensack, NJ 07606

Attn: Joseph Pomante

Re: Hoboken Police Station HVAC project- Chimney Liner

Dear Joe,
AMCO Enterprises, Inc. respectfully submits the following Change Order proposal for installation of a chimney liner, as indicated in our RFI #2. The scope of work is verbally defined as supplying and installing 8" diameter, AL-294C single wall, stainless steel duct inside the existing chimney. We will need to gain access to the chimney for installation of support brackets.

Total cost: \$ 7,822.53

Material

Stainless Steel Liner	\$2,603.00
Wall brackets and support steel	\$1,250.00

Labor:

Installation of chimney liner 16 hrs @ \$109.96	\$1,759.36
Cut and Patch opening in existing chimney 3 hrs @ \$109.96	\$329.88
Pipe drain from stack to floor drain 3 hrs @ \$109.96	\$109.96
Crane (half day)	\$ 750.00

<u>Sub Total</u>	<u>\$6,802.20</u>
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OH & Profit 15%	\$1,020.33
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<u>Final total</u>	<u>\$7,822.53</u>
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If you have any questions, feel free to contact us.

Regards,

Scott Fertig

Scott Fertig, P.E.
AMCO Enterprises, Inc.

Enclosure: Quote for chimney liner from Industrial Combustion (1 page)
Wage rates (1 page)
Sketches from ICA (3 pages)

CLARIFICATIONS:

Please note that following items are NOT included in this change order.

- 1) Any kind of Cleaning work including providing dumpster.
- 2) Any kind of Electrical Work.
- 3) No water balancing, trenching, excavation, backfilling, gravel, or digging
- 4) Additional cost due to unforeseen conditions. AMCO will submit separate cost proposal for any additional work due to unforeseen conditions.

APPROVED & ACCEPTED BY: _____

APPROVED AMOUNT: _____

APPROVED DATE: _____

SIGNED BY: _____

AMCO Enterprises, Inc.

PIPE FITTERS UNION RATE

LOCAL NO. 274
START DATE 5/1/2012
END DATE 5/31/2013

				JOURNEYMAN	FOREMAN	AVERAGE
A.	STRAIGHT TIME RATE			\$ 46.61	\$ 53.28	49.95
A.	VACATION			\$ 1.00	\$ 1.00	1.00
				\$ 47.61	\$ 54.28	50.95
B.	PENSION			\$ 9.23	\$ 9.23	9.23
B.	ANNUITY			\$ 5.56	\$ 5.56	5.56
B.	WELFARE			\$ 8.69	\$ 8.69	8.69
B.	WEL SUP			\$ 3.36	\$ 3.36	3.36
B.	UNEMP SUP			\$ 1.00	\$ 1.00	1.00
B.	EDUCATION			\$ 0.75	\$ 0.75	0.75
B.	INDUSTRY			\$ 0.30	\$ 0.30	0.30
B.	INTL. TRNG.			\$ 0.10	\$ 0.10	0.10
				\$ 28.99	\$ 28.99	28.99
C.	SUI	6.40%		\$ 3.05	\$ 3.47	3.26
C.	FICA	7.65%		\$ 3.64	\$ 4.15	3.90
C.	FUTA	1.45%		\$ 0.69	\$ 0.79	0.74
C.	WORKER'S COMP INS.	11.10%		\$ 5.28	\$ 6.03	5.65
C.	GENERAL INSURANCE	5%		\$ 2.38	\$ 2.71	2.55
C.	UMBRELLA LIABILITY	4%		\$ 1.90	\$ 2.17	2.04
C.	EXPENSES	5%		\$ 2.38	\$ 2.71	2.55
				\$ 19.33	\$ 22.04	20.68
D.	SURETY			\$ 4.76	\$ 5.43	5.09
D.	HOLIDAYS			\$ -	\$ 3.40	1.70
D.	BONUS			\$ 2.38	\$ 2.71	2.55
				\$ 7.14	\$ 11.54	9.34
	SUB TOTAL "A"			\$ 47.61	\$ 54.28	50.95
	SUB TOTAL "B"			\$ 28.99	\$ 28.99	28.99
	SUB TOTAL "C"			\$ 19.33	\$ 22.04	20.68
	SUB TOTAL "D"			\$ 7.14	\$ 11.54	9.34
	TOTAL COST PER HOUR					
1	STRAIGHT TIME RATE			\$ 103.07	\$ 116.85	109.96
2	RATE WITH SHIFT DIFFERENTIAL OF 25%			\$ 128.84	\$ 146.06	137.45
3	OT @ 1 1/2 X ST. TIME RATE			\$ 154.61	\$ 175.27	164.94
4	OT @ 2 X ST. TIME RATE			\$ 206.14	\$ 233.70	219.92



MANUFACTURER'S DISTRIBUTORS

INDUSTRIAL COMBUSTION ASSOCIATES

20 WORLDS FAIR DRIVE - UNIT C, SOMERSET, NJ 08873 • FAX: (732) 271-3900
PHONE: (732) 271-0300 • 1-800-994-6164

**SECURITY CHIMNEYS
COMPONENTS LIST
FOR
MODEL SECURE SEAL SS/SSD AL29-4C
DOUBLE WALL BREECHING
SINGLE WALL CHIMNEY LINER
TYPE L VENT LOW TEMPERATURE VENTING SYSTEM
FOR
HOBOKEN POLICE STATION
HOBOKEN, NJ**

<u>QUANTITY</u>	<u>ITEM NO.</u>	<u>DESCRIPTION</u>
2	Lube	Silicone Oring Lube 5 oz.
2	Viton-S	Viton Caulking 2.2 oz.
2	SSD6PKMACHUK	PK MACH C750 test port/drain adap.
4	SSD6L36UK	Length SSD6 "X 36" AL29-441
2	SSD5AL18UK	Adjust Length 18" SSD 5" AL29-441
2	SSD8BT88B6UK	Boot T SSD8" 88 deg. w/6" snout.
1	SSD8TCUK	T Cap SSD8" AL29-441
2	SSD8SBH	Suspension band SSD8" 430
1	SSD8AL36UK	Adjust Length 36" SSD8" AL29-441
2	SSD8L9UK	Length SSD8" X 9" AL29-441
1	AAD8AL24UK	Adjust length 24" SSD8" AL29-441
1	SSD8SSAUK	Adapt 8" SSD to SS AL29-441
1	SS8BT88U	Boot T SS8" 88 deg AL29
1	SS8DTCU	Drain T Cap SS8" AL29
1.	SILHSE1/2X10	Condensate Drain hose Kit 1/2" X 10"
1	SS8APP	Anchor Plate SS8" 439
3	SS5RBH	Roof brace SS5" 430
13	SS8L36U	Length SS8" X 36" AL29
1	SS8L18U	Length SS8" X 18" AL29
1	SS8ECU	Exit cone SS8" AL29
1	SS8FH	Flat flashing SS8" 430
1	SS8SCH	Storm collar SS8" 430

GENERAL NOTES

ORIGINAL CAD DRAWINGS ARE DRAWN TO FULL SCALE AND REDUCED TO FIT BORDER, WORK TO DIMENSIONS SHOWN.

CONTRACTOR IS RESPONSIBLE FOR SECURING SUPPORTS TO BUILDING. REFER TO INSTALLATION MANUAL FOR INSTRUCTIONS.

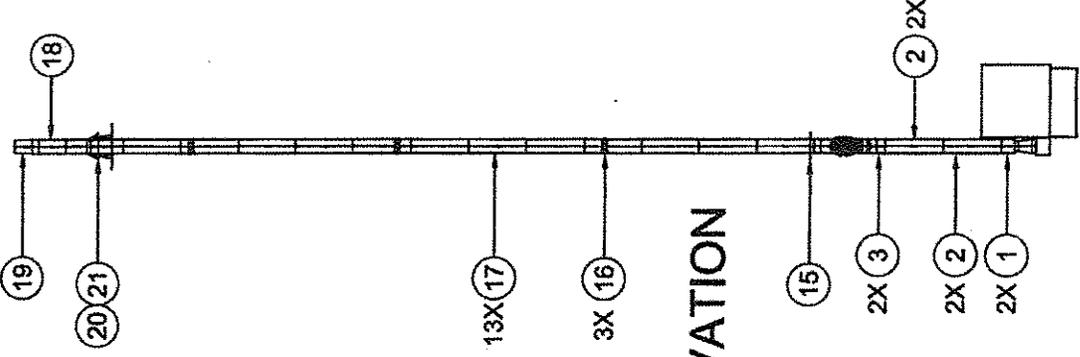
SIGN-OFF REQUIRED

SECURITY CHEMISTS INTERNATIONAL LIMITED (SCIL) HAS PRODUCED THIS DRAWING AND THE MANUFACTURE ACCORDING TO THE APPROPRIATE US STANDARDS. ANY ERRORS, OMISSIONS OR REQUIRED CHANGES TO SCIL PROVIDED DOCUMENTS OR DRAWINGS MUST BE NOTED ON THE SAME DOCUMENTATION. SCIL IS NOT RESPONSIBLE FOR THE DESIGN OR THE RESPONSIBILITY OF THE INFORMATION. ALL INFORMATION AND PRODUCT APPLICATION MUST BE PLACED AS INDICATED BY THE DRAWING. THE DRAWING AND RELATED ITEMS TO GOAL. ANY PURCHASE ORDER RECEIVED WITHOUT A SIGNED APPROVAL WILL BE CONSIDERED CONFIRMATION THAT ALL LISTED PRODUCTS BY QUANTITY AND DIMENSIONS ARE FULLY PERMITTED.

**HOBOKEN POLICE STATION
BOILER FLUES**
INDUSTRIAL COMBUSTION ASSOCIATES
CHRYSLER HILLS
28", 8" SSD & SS
DATE: 6/8/2012
PROJECT: Hoboken Police Station
SHEET NO: 2 OF 2
NOT TO SCALE
12-1353



THIS DRAWING IS THE PROPERTY OF SECURITY CHEMISTS INTERNATIONAL

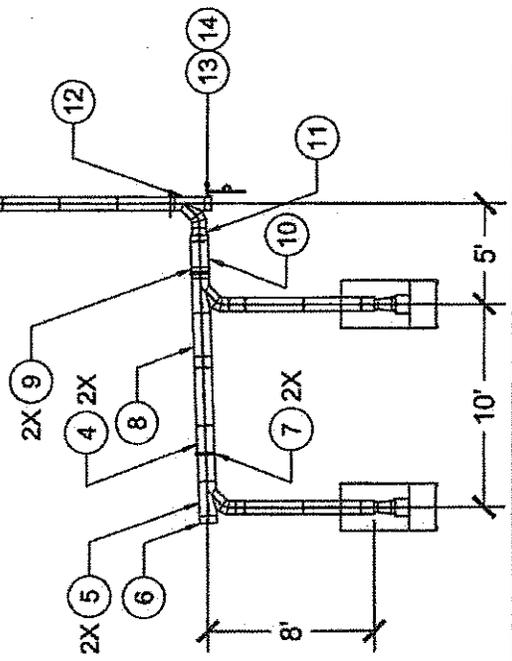


SIDE ELEVATION

TAG	QTY	PART NO	DESCRIPTION
1	2	SSDR0MACHUK	APPLIANCE ADAPTER
2	4	SSDL38UK	38" LENGTH
3	2	SSDRAL18UK	4"-14" ADJUSTABLE LENGTH
4	2	SSDL38UK	38" LENGTH
5	2	SSDRBT88UK	88" BOOT TEE W/8" CONNECTION
6	1	SSDR7CUK	TEE CAP
7	2	SSDR8BH	SUSPENSION BAND
8	1	SSDRAL38UK	4"-32" ADJUSTABLE LENGTH
9	2	SSDL9UK	8" LENGTH
10	1	SSDRAL24UK	4"-20" ADJUSTABLE LENGTH
11	1	SSDRSSAUK	DBL WALL TO SINGL WALL ADAPTER
12	1	SSDRTR8UK	88" BOOT TEE
13	1	SSDRTOU	DRAIN TEE CAP
14	1	SUHOSE 1/2" X 10'	DRAIN HOSE KIT
15	1	SSBAPP	ANCHOR PLATE
16	3	SSDR8BH	ROOF BRACE
17	13	SSDL38U	38" LENGTH
18	1	SSBL18U	18" LENGTH
19	1	SSRECU	EXIT CONE
20	1	SSRFH	FLAT FLASHING
21	1	SSRSCH	STORM COLLAR

NOTE: A PROJECT "SIGN-OFF" IS REQUIRED
THE COMPONENTS IN THIS DESIGN ARE BEING SOLD BY SECURITY CHEMISTS INTERNATIONAL LIMITED. IT MAY BE NECESSARY FOR FIELD VERIFICATION AND/OR INSPECTION.
PLEASE VERIFY ALL DIMENSIONS
PLEASE VERIFY THE DIMENSIONS
PLEASE VERIFY THE MATERIALS SELECTED
*A SIGNED COPY OF THE DESIGN MUST BE SUBMITTED WITH YOUR ORDER.
**YOUR DESIGN MAY NOT BE ENTERED WITHOUT A SIGNED COPY OF THE DESIGN. CUSTOMER SERVICE WILL ADVISE YOU
*** ALL CUSTOM COMPONENTS MUST BE SIGNED OFF AS WELL.
APPROVED BY: _____
DATE: _____

REAR ELEVATION



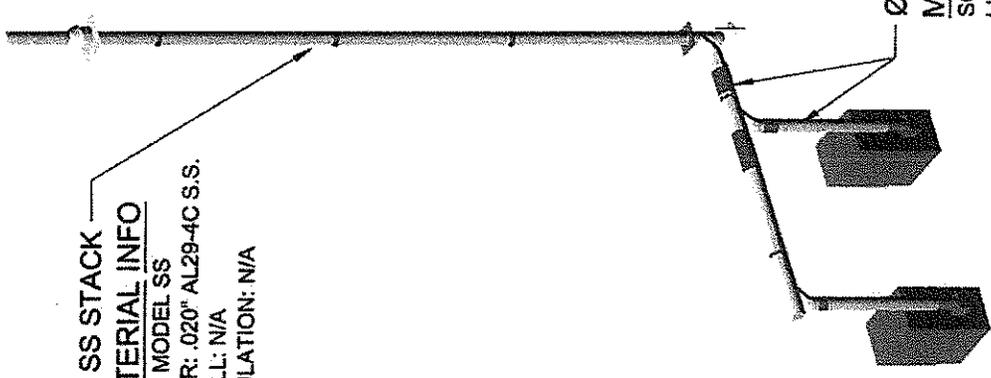
GENERAL NOTES

ORIGINAL CAD DRAWINGS ARE DRAWN TO FULL SCALE AND REDUCED TO FIT BORDER. WORK TO DIMENSIONS SHOWN.
 CONTRACTOR IS RESPONSIBLE FOR SECURING SUPPORTS TO BUILDING. REFER TO INSTALLATION MANUAL FOR INSTRUCTIONS.

SIGN-OFF REQUIRED

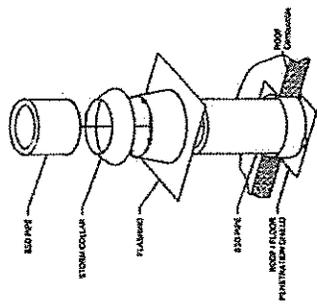
SECURITY CHIMNEY'S INTERNATIONAL LIMITED (SCI) MANUFACTURED PRODUCTS ARE DESIGNED TO BE USED IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED WITH THE PRODUCT. ANY CHANGES TO THE ORIGINAL DRAWINGS OR DIMENSIONS MUST BE APPROVED BY THE MANUFACTURER. THE MANUFACTURER IS NOT RESPONSIBLE FOR ANY DAMAGE TO THE PRODUCT OR TO THE BUILDING OR TO THE PERSONS OR PROPERTY CAUSED BY THE USE OF THE PRODUCT. THE MANUFACTURER IS NOT RESPONSIBLE FOR ANY DAMAGE TO THE PRODUCT OR TO THE BUILDING OR TO THE PERSONS OR PROPERTY CAUSED BY THE USE OF THE PRODUCT. THE MANUFACTURER IS NOT RESPONSIBLE FOR ANY DAMAGE TO THE PRODUCT OR TO THE BUILDING OR TO THE PERSONS OR PROPERTY CAUSED BY THE USE OF THE PRODUCT.

PROJECT: HOBOKEN POLICE STATION
 BOILER FLUES
 SUB CONTRACTOR: INDUSTRIAL COMBUSTION ASSOCIATES
 ORDER NO: 06" 8" SSD & SS
 DATE: 8/6/2012
 SHEET: 1 OF 2
 SCALE: NOT TO SCALE
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]



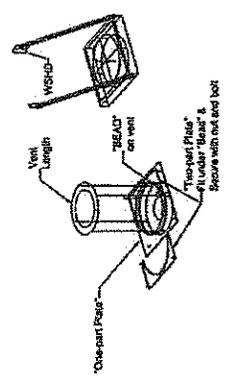
Ø8" SS STACK
MATERIAL INFO
 SCIL MODEL SS
 LINER: .020" AL29-4C S.S.
 SHELL: N/A
 INSULATION: N/A

Ø6" SSD RISERS & Ø8" BREACHING
MATERIAL INFO
 SCIL MODEL SSD
 LINER: .020" AL29-4C S.S.
 SHELL: .020" 441 S.S.
 INSULATION: 1" AIR



ROOF PENETRATION - SEE THE PENETRATION GUIDE FOR PENETRATION DETAILS. SEE THE PENETRATION GUIDE FOR PENETRATION DETAILS.

Anchor Plate (AP), Heavy duty Anchor Plate (APHD), Well Support Heavy Duty (WSHD)



- INSTALLATION INSTRUCTIONS**
1. Pass the female end of the vent through the hole of the "One-part Plate".
 2. Install the "Two-part Plates" below a "bead" and use the nuts and bolts to attach to the "One-part Plate".



26 B Law Drive
Fairfield, NJ 07004

Phone: (973) 244-0424
Toll Free: (800) 892-1007
Fax: (973) 882-8788

February 20, 2012

AMCO Mechanical
600 Swenson Drive
Kenilworth, NJ

Mr. Michael Thakkar,

Thank you for the opportunity to quote on cleaning of the existing supply and return ducts for AC-1 and AC-2 at the Hoboken Police Station. This includes the shafts to the roof plus the ductwork on the roof.

This proposal does not include any work on the fans, air handlers, bathroom exhausts, grilles, registers, or anything else.

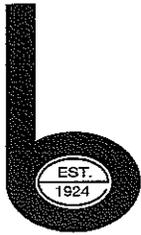
This work would be performed during normal working hours, Monday through Friday.

The price to perform this service is \$ 10,730.00 not including sales tax.

Thank you again for this opportunity.

Sincerely,

Ira Finger



September 10, 2012

City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Attention: Mr. Leo Pellegrini
Director of Health and Human Services

Re: Hoboken Police Department HVAC
Rehabilitation (Bid No. 12-04)
City of Hoboken
Hudson County, New Jersey
Our File No. HO-453

Dear Director Pellegrini:

As previously discussed, please find the attached change order (Change Order #1) along with the supporting documentation for inclusion on the September 19, 2012 agenda for action the City Council. In an effort to summarize the need for the attached change order I have broken down the various line items in an effort to provide clarity. The items are listed in the same fashion as depicted on the actual change order.

E-1, "Installation of seven (7) inoperable shutoff valves at the boiler installation". During the demolition of the original boiler it was discovered by the contractor, AMCO Enterprises, Inc. that seven shutoff valves were inoperable and required replacement in order to facilitate the demolition. During the design phase several valves were slated for replacement as a result of inspection, and the proposed new design. The valves in question appeared acceptable at the time of design, only after the contractor began the demolition was it observed that the valves in fact did not seat or were inoperable. These additional valves are required to isolate the boiler from the remainder of the system.

E-2, "Additional ductwork at roof connection per drawing M-304 (supplemental)". During the initial demolition/exploratory work at the roof connection of the existing roof top units (RTU's) it was observed that the aged system incorporated a modified connection setup utilizing several additional ductwork sections of varying size and orientation within the overall ductwork housing in order to delineate

the various zones. This modified connection was not visible until the demolition of the outer ductwork was undertaken and as such represents an unforeseen condition. This differs from standard roof curb connections and as result requires the contractor to create a custom roof top connection which requires additional ductwork, insulation, piping and support work. It should be noted that the existing RTU's were originally rated as indoor AC units which were modified for this application at the time of initial installation, as a result, the design required a modification which was noted on supplemental drawing M-304 which has become part of the contract drawing set currently being utilized by the contractor to complete the project.

E-3, "Installation of Chimney Liner (unforeseen condition within chimney structure)". During the boiler breeching construction, the contractor began the work of connecting the new exhaust piping into the existing chimney. Upon opening of the chimney structure it was noted that the chimney was unlined. In order to meet applicable building code, the chimney liner is required but was not part of the original scope of work.

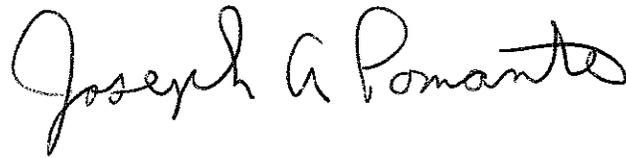
R-1, "Duct cleaning deletion". In an effort to limit the capital costs incurred due to the addition of the unforeseen condition, I have suggested that the duct cleaning portion of the project be deleted from the contract in order to offset a portion of the additional cost in an effort to lessen the budget impacts. I suggest that the duct cleaning for this building as well as the remainder of City owned buildings be combined into one future project which could be appropriately budgeted for.

Based on the above, the total recommended change order is in the amount of \$67,994.61 which represents 13.9% of the original contract price which is below the statutory 20% Change Order threshold. Given the age of the equipment (over 35 years old) and the unknowns involved demolishing/retrofitting into older building structures with new state of the art equipment, Boswell McClave Engineering recommends authorization of Change Order #1 in the amount of \$67,994.61. The Adjusted Contract Amount for the above referenced project will be \$556,994.61. It should be noted that Boswell's original estimate prior to the bidding of this project was \$550,000 which was the original budget amount discussed with the City Council earlier this year.

Thank you for your kind attention to this matter. Should you have any questions or require anything further, please do not hesitate to contact me.

Very truly yours,

BOSWELL McCLAVE ENGINEERING



Joseph A. Pomante, P.E.
City Engineer Representative

JAP/jp

Enclosures

Cc: Hoboken Purchasing Department

Change Order No. 1
 Date 8/22/2012
 Job No. HO-453

CHANGE ORDER

BOSWELL McCLAVE ENGINEERING
 330 PHILLIPS AVENUE
 SOUTH HACKENSACK, NJ 07606
 (201) 641-0770

<u>AMCO Enterprises, Inc.</u> CONTRACTOR <u>600 Swenson Drive, Kenilworth, NJ 07033</u> ADDRESS	<u>Hoboken Police Department HVAC</u> <u>Rehabilitation HO-453</u> PROJECT & JOB NUMBER <u>City of Hoboken, Hudson County, NJ</u> 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 Project Limits
 Nature and Reason of Change: Unforeseen existing conditions

ITEM NO.	ITEM	PAY UNIT	QUANTITY (+/-)	UNIT PRICE	TOTAL
E-1	Installation of seven (7) inoperable shutoff valves at boiler installation	LS	1	\$6,071.43	\$6,071.43
E-2	Additional ductwork at roof connection per drawing M-304 (supplemental)	LS	1	\$64,830.65	\$64,830.65
E-3	Installation of Chimney liner (unforeseen condition within chimney structure)	LS	1	\$7,822.53	\$7,822.53
R-1	Deuct cleaning deletion	LS	-1	\$10,730.00	-\$10,730.00

Amount of Original Contract	<u>\$489,000.00</u>	Supplemental	
Change Order No.1	<u>\$67,994.61</u>	Extra	<u>\$78,724.61</u>
Adjusted Contract Amount	<u>\$556,994.61</u>	Reduction	<u>(\$10,730.00)</u>
		Net Amount	<u>\$67,994.61</u>

Recommended for Approval Joseph A Pomante 9/10/12
 BOSWELL McCLAVE ENGINEERING DATE

Approved _____
 Accepted Michael T. De 8/22/2012
 OWNER DATE
 CONTRACTOR DATE
 AMCO Enterprises, Inc.



Sales, Service, & Installation of HVAC Systems & Mechanical Work

CHANGE ORDER PROPOSAL #1

June 28, 2012

Sent via email

Boswell McClave Engineering
330 Phillips Ave.
S. Hackensack, NJ 07606

Attn: Joseph Pomante

Re: Hoboken Police Station HVAC project- Shut off valves

Dear Joe,
AMCO Enterprises, Inc. respectfully submits the following Change Order proposal per your request to replace the 7 Shut off valves as indicated on attached email. The scope of work is verbally defined as replacing the valves that are found to be totally out of order. The valves will be full port ball valves and field insulated. Please see the attached cost estimate and pipe takeoff.

We exclude any other pipes or nipples attached to the valves.

Total cost: \$ 6,071.43

<u>Material</u>	\$1,399.01
<u>Labor:</u>	
Demolition 5 hrs @ \$109.96	\$ 549.80
Installation of ne valves (as per attached sheet)	<u>\$3,330.69</u>
<u>Sub Total</u>	\$5,279.50
OH & Profit 15%	<u>\$791.93</u>
<u>Final total</u>	\$6,071.43

If you have any questions, feel free to contact us.

Regards,

Mike Thakkar
Mike Thakkar
AMCO Enterprises, Inc.

Enclosure: CO# 1 cost estimate (6 pages)
Material quote for valves from Louis P Canuso (1 page)
Wage rates (1 page)
Email request (1 page)

CLARIFICATIONS:

Please note that following items are NOT included in this change order.

- 1) Any kind of Cleaning work including providing dumpster.
- 2) Any kind of Electrical Work.
- 3) No water balancing, trenching, excavation, backfilling, gravel, or digging
- 4) Additional cost due to unforeseen conditions. AMCO will submit separate cost proposal for any additional work due to unforeseen conditions.

APPROVED & ACCEPTED BY: _____

APPROVED AMOUNT: _____

APPROVED DATE: _____

SIGNED BY: _____

Hoboken Police Station		CHANGE ORDER # 1 VALVE TAKEOFF	
QTY		Materials:	Labor:
	Total From Copper Tube & Fittings Sheet:	\$ -	0.00
	Total From ACR Copper Sheet	\$ -	0.00
	Total From Steel Threaded Sheet:	\$ -	0.00
	XH BLK Pipe & C.I. Fittings:	\$ -	0.00
	BLk Malleable Pipe Fittings	\$ -	0.00
	Total From Std Wt. Steel But Weld Sheet:	\$ -	0.00
	Total From XH Steel But Weld Sheet:	\$ -	0.00
	FLANGED FITTINGS 8" - 2"	\$ 151.80	17.70
	Total From Grooved PVF Sheet:	\$ -	0.00
	Total From Brass Valves Sheet:	\$ 1,180.59	12.59
	Total From Iron Valves Sheet:	\$ -	0.00
0	Totals From Reheat Coil Hookup: COPPER	\$ -	0.00
0	Totals From Baseboard Circuit Hookup: 3/4" & 1"	\$ -	0.00
0	Totals From AC-Unit Coil Hookup: COPPER	\$ -	0.00
0	Totals From AC-Unit Coil Hookup: STEEL	\$ -	0.00
0	Totals From LP Steam Coil Hookup: Preheat/Reheat	\$ -	0.00
0	Totals From END SUCTION Pump Hookup Sheet:	\$ -	0.00
0	Totals From INLINE Pump Hookup Sheet:	\$ -	0.00
0	Totals From SPLIT CASE Pump Hookup Sheet:	\$ -	0.00
0	Totals From Strainer Sheet 6" > 3/4":	\$ -	0.00
	Totals From Control Valves Sheet:	\$ -	0.00
	Totals From Misc. Hydronic Sheet:	\$ -	0.00
	Totals From Misc. Steam Sheet:	\$ -	0.00
	Totals From Hangers Sheet:	\$ -	0.00
	Misc. Labor (Coring)		0.00
	Consumables @ 5% total material	\$ 66.62	-
	Solder \ Flux \ brushes \ Welding Wire \ B-tank		
			30.29
			1.00
		\$ 3.79 days	30.29
	Grand Total:	\$ 1,399.01	\$ 3,330.69
	Glycol Requirements	0.00	Gal
			PIPE ONLY

Brass Valves 3" & Dn

MATERIAL DESCRIPTION	QTY	MATERIAL UNIT	EXTENDED	LABOR UNIT	LABOR EXTENDED	
3" Brass Ball Valve IPS 600#	1	\$292.55	\$292.55	2.79	2.79	Apollo 70
2 1/2" Brass Ball Valve IPS 600#	2	\$258.75	\$517.50	2.30	4.60	Apollo 70
2" Brass Ball Valve IPS 600#	2	\$117.22	\$234.44	1.44	2.88	Apollo 70
1 1/2" Brass Ball Valve IPS 600#	2	\$68.05	\$136.10	1.16	2.32	Apollo 70
1 1/4" Brass Ball Valve IPS 600#	0	\$28.08	\$0.00	1.04	0.00	Apollo 70
1" Brass Ball Valve IPS 600#	0	\$16.17	\$0.00	0.89	0.00	Apollo 70
3/4" Brass Ball Valve IPS 600#	0	\$12.80	\$0.00	0.72	0.00	Apollo 70
1/2" Brass Ball Valve IPS 600#	0	\$7.85	\$0.00	0.54	0.00	Apollo 70
3" Brass Ball Valve SWT 600#	0	\$244.64	\$0.00	1.32	0.00	Apollo70
2 1/2" Brass Ball Valve SWT 600#	0	\$212.03	\$0.00	1.13	0.00	Apollo70
2" Brass Ball Valve SWT 600#	0	\$44.94	\$0.00	0.96	0.00	Apollo70
1 1/2" Brass Ball Valve SWT 600#	0	\$35.86	\$0.00	0.81	0.00	Apollo70
1 1/4" Brass Ball Valve SWT 600#	0	\$28.08	\$0.00	0.75	0.00	Apollo70
1" Brass Ball Valve SWT 600#	0	\$16.17	\$0.00	0.68	0.00	Apollo70
3/4" Brass Ball Valve SWT 600#	0	\$12.80	\$0.00	0.56	0.00	Apollo70
1/2" Brass Ball Valve SWT 600#	0	\$7.85	\$0.00	0.42	0.00	Apollo70
3" Brass Gate IPS 125#	0	\$210.65	\$0.00	2.79	0.00	Nibco T-113
2 1/2" Brass Gate IPS 125#	0	\$171.05	\$0.00	2.30	0.00	Nibco T-113
2" Brass Gate IPS 125#	0	\$60.50	\$0.00	1.44	0.00	Nibco T-113
1 1/2" Brass Gate IPS 125#	0	\$50.05	\$0.00	1.16	0.00	Nibco T-113
1 1/4" Brass Gate IPS 125#	0	\$42.90	\$0.00	1.05	0.00	Nibco T-113
1" Brass Gate IPS 125#	0	\$28.60	\$0.00	0.89	0.00	Nibco T-113
3/4" Brass Gate IPS 125#	0	\$22.28	\$0.00	0.72	0.00	Nibco T-113
1/2" Brass Gate IPS 125#	0	\$18.76	\$0.00	0.53	0.00	Nibco T-113
3" Brass Gate SWT 125#	0	\$232.10	\$0.00	1.85	0.00	Nibco S-113
2 1/2" Brass Gate SWT 125#	0	\$177.85	\$0.00	1.50	0.00	Nibco S-113
2" Brass Gate SWT 125#	0	\$70.95	\$0.00	0.95	0.00	Nibco S-113
1 1/2" Brass Gate SWT 125#	0	\$50.05	\$0.00	0.81	0.00	Nibco S-113
1 1/4" Brass Gate SWT 125#	0	\$45.10	\$0.00	0.75	0.00	Nibco S-113
1" Brass Gate SWT 125#	0	\$29.70	\$0.00	0.66	0.00	Nibco S-113
3/4" Brass Gate SWT 125#	0	\$20.63	\$0.00	0.56	0.00	Nibco S-113
1/2" Brass Gate SWT 125#	0	\$18.10	\$0.00	0.42	0.00	Nibco S-113
3" Brass Globe IPS 125#	0	\$474.65	\$0.00	2.79	0.00	Nibco T-211
2 1/2" Brass Globe IPS 125#	0	\$335.50	\$0.00	2.30	0.00	Nibco T-211
2" Brass Globe IPS 125#	0	\$139.15	\$0.00	1.44	0.00	Nibco T-211
1 1/2" Brass Globe IPS 125#	0	\$91.85	\$0.00	1.16	0.00	Nibco T-211
1 1/4" Brass Globe IPS 125#	0	\$91.85	\$0.00	1.05	0.00	Nibco T-211
1" Brass Globe IPS 125#	0	\$55.55	\$0.00	0.89	0.00	Nibco T-211
3/4" Brass Globe IPS 125#	0	\$39.60	\$0.00	0.72	0.00	Nibco T-211
1/2" Brass Globe IPS 125#	0	\$31.90	\$0.00	0.53	0.00	Nibco T-211
3" Brass Globe SWT 150#	0	\$668.25	\$0.00	1.97	0.00	Nibco S-235
2 1/2" Brass Globe SWT 150#	0	\$519.20	\$0.00	1.58	0.00	Nibco S-235
2" Brass Globe SWT 150#	0	\$265.65	\$0.00	0.99	0.00	Nibco S-235

Brass Valves 3" & Dn

1 1/2" Brass Globe SWT 150#	0	\$180.40	\$0.00	0.83	0.00	Nibco S-235
1 1/4" Brass Globe SWT 150#	0	\$148.94	\$0.00	0.77	0.00	Nibco S-235
1" Brass Globe SWT 150#	0	\$94.05	\$0.00	0.68	0.00	Nibco S-235
3/4" Brass Globe SWT 150#	0	\$67.65	\$0.00	0.56	0.00	Nibco S-235
1/2" Brass Globe SWT 150#	0	\$50.05	\$0.00	0.42	0.00	Nibco S-235
3" Brass Check IPS 150#						
3" Brass Check IPS 150#	0	\$316.25	\$0.00	1.64	0.00	T-433B
2 1/2" Brass Check IPS 150#	0	\$215.60	\$0.00	1.49	0.00	T-433B
2" Brass Check IPS 125#	0	\$92.40	\$0.00	0.95	0.00	T-413 B
1 1/2" Brass Check IPS 125#	0	\$64.35	\$0.00	0.80	0.00	T-413 B
1 1/4" Brass Check IPS 125#	0	\$53.35	\$0.00	0.74	0.00	T-413 B
1" Brass Check IPS 125#	0	\$39.05	\$0.00	0.66	0.00	T-413 B
3/4" Brass Check IPS 125#	0	\$28.50	\$0.00	0.54	0.00	T-413 B
1/2" Brass Check IPS 125#	0	\$23.87	\$0.00	0.40	0.00	T-413 B
3" Brass Check SWT 150#						
3" Brass Check SWT 150#	0	\$378.95	\$0.00	2.69	0.00	S-433B
2 1/2" Brass Check SWT 150#	0	\$254.10	\$0.00	2.19	0.00	S-433B
2" Brass Check SWT 125#	0	\$126.50	\$0.00	1.37	0.00	S-413B
1 1/2" Brass Check SWT 125#	0	\$86.35	\$0.00	1.11	0.00	S-413B
1 1/4" Brass Check SWT 125#	0	\$73.70	\$0.00	1.01	0.00	S-413B
1" Brass Check SWT 125#	0	\$51.70	\$0.00	0.87	0.00	S-413B
3/4" Brass Check SWT 125#	0	\$35.75	\$0.00	0.71	0.00	S-413B
1/2" Brass Check SWT 125#	0	\$24.48	\$0.00	0.53	0.00	S-413B
3" Semi-Steel Plug IPS 125#						
3" Semi-Steel Plug IPS 125#	0	\$150.06	\$0.00	2.40	0.00	Hmstd 611
2 1/2" Semi-Steel Plug IPS 125#	0	\$128.62	\$0.00	2.36	0.00	Hmstd 611
2" Semi-Steel Plug IPS 125#	0	\$84.85	\$0.00	1.44	0.00	Hmstd 611
1 1/2" Semi-Steel Plug IPS 125#	0	\$84.85	\$0.00	1.17	0.00	Hmstd 611
1 1/4" Semi-Steel Plug IPS 125#	0	\$84.85	\$0.00	1.01	0.00	Hmstd 611
1" Semi-Steel Plug IPS 125#	0	\$78.60	\$0.00	0.89	0.00	Hmstd 612
1/2" GAS BALL VALVE	0	\$11.38	\$0.00	0.72	0.00	
3/4" GAS BALL VALVE	0	\$15.70	\$0.00	0.53	0.00	
1" GAS BALL VALVE	0	\$21.53	\$0.00	0.89	0.00	
1 1/4" GAS BALL VALVE	0	\$33.84	\$0.00	1.01	0.00	
1 1/2" GAS BALL VALVE	0	\$40.74	\$0.00	1.17	0.00	
2" GAS BALL VALVE	0	\$48.93	\$0.00	1.44	0.00	
TOTALS >>		MAT'L >	\$1,180.59	LABOR >	12.59	
						hrs

FLANGED FITTINGS 8" - 2"

MATERIAL DESCRIPTION	QTY	MAT'L UNIT	MAT'L EXT.	LABOR UNIT	LAB. EXT.
12" Flanged 90° Elbow	0	\$1,035.00	\$0.00	4.20	0.00
10" Flanged Elbow	0	\$514.00	\$0.00	3.87	0.00
8" Flanged 90 Elbow	0	\$234.00	\$0.00	3.45	0.00
6" Flanged 90° Elbow	0	\$135.90	\$0.00	2.93	0.00
5" Flanged 90° Elbow	0	\$205.00	\$0.00	2.69	0.00
4" Flanged 90° Elbow	0	\$86.80	\$0.00	2.27	0.00
3" Flanged 90° Elbow	0	\$70.20	\$0.00	1.25	0.00
2 1/2" Flanged 90° Elbow	0	\$84.10	\$0.00	1.19	0.00
2" Flanged 90° Elbow	0	\$77.70	\$0.00	1.05	0.00
12" Flanged Tee	0	\$1,385.00	\$0.00	6.15	0.00
10" Flanged Tee	0	\$881.00	\$0.00	5.50	0.00
8" Flanged Tee	0	\$327.00	\$0.00	5.15	0.00
6" Flanged Tee	0	\$191.80	\$0.00	4.41	0.00
5" Flanged Tee	0	\$354.00	\$0.00	4.04	0.00
4" Flanged Tee	0	\$132.20	\$0.00	3.41	0.00
3" Flanged Tee	0	\$86.90	\$0.00	1.85	0.00
2 1/2" Flanged Tee	0	\$124.00	\$0.00	1.77	0.00
2" Flanged Tee	0	\$85.10	\$0.00	1.56	0.00
12" Flanged Red.Tee	0	\$1,618.00	\$0.00	6.00	0.00
10" Flanged Red. Tee	0	\$935.00	\$0.00	5.30	0.00
8" Flanged Red.Tee	0	\$491.00	\$0.00	4.95	0.00
6" Flanged Red. Tee	0	\$261.90	\$0.00	4.01	0.00
5" Flanged Red. Tee	0	\$571.00	\$0.00	3.91	0.00
4" Flanged Red. Tee	0	\$272.00	\$0.00	3.32	0.00
3" Flanged Red. Tee	0	\$257.00	\$0.00	1.60	0.00
2 1/2" Flanged Red.Tee	0	\$200.00	\$0.00	1.55	0.00
2" Flanged Red. Tee	0	\$150.00	\$0.00	1.45	0.00
12" Flanged Reducer	0	\$1,049.00	\$0.00	4.63	0.00
10" Flanged Reducer	0	\$608.00	\$0.00	3.93	0.00
8" Flanged Reducer	0	\$295.00	\$0.00	3.63	0.00
6" Flanged Reducer	0	\$234.00	\$0.00	3.14	0.00
5" Flanged Reducer	0	\$270.00	\$0.00	2.94	0.00
4" Flanged Reducer	0	\$175.00	\$0.00	2.33	0.00
3" Flanged Reducer	0	\$155.70	\$0.00	1.31	0.00
2 1/2" Flanged Reducer	0	\$196.20	\$0.00	1.25	0.00
2 " Flanged Reducer	0	\$244.00	\$0.00	1.08	0.00
12" 150# Weld Neck Flange	0	\$172.90	\$0.00	8.25	0.00
10" 150# Weld Neck Flanges	0	\$116.80	\$0.00	6.96	0.00
8" 150# Weld Neck Flanges	0	\$78.80	\$0.00	5.30	0.00
6" 150# Weld Neck Flanges	0	\$48.20	\$0.00	4.28	0.00
5" 150# Weld Neck Flanges	0	\$39.60	\$0.00	4.01	0.00
4" 150# Weld Neck Flanges	0	\$31.40	\$0.00	3.59	0.00
3" 150# Weld Neck Flanges	0	\$21.90	\$0.00	2.49	0.00
2 1/2" 150# Weld Neck Flanges	0	\$18.90	\$0.00	2.39	0.00
2" 150# Weld Neck Flanges	0	\$15.50	\$0.00	2.10	0.00
12" 150# Blind Flange	0	\$196.00	\$0.00	8.25	0.00
10" 150# Blind Flange	0	\$133.80	\$0.00	6.96	0.00
8" 150# Blind Flange	0	\$79.40	\$0.00	5.30	0.00

FLANGED FITTINGS 8" - 2"

6" 150# BlindFlange	0	\$49.50	\$0.00	4.28	0.00
5" 150# Blind Flange	0	\$38.80	\$0.00	4.01	0.00
4" 150# Blind Flange	0	\$30.30	\$0.00	3.59	0.00
3" 150# Blind Flange	0	\$21.50	\$0.00	2.49	0.00
2 1/2" 150# Blind Flange	0	\$20.10	\$0.00	2.39	0.00
2" 150# Blind Flange	0	\$12.90	\$0.00	2.10	0.00
12" Flanged 90° Elbow XH	0	\$0.00	\$0.00	4.40	0.00
10" Flanged Elbow XH	0	\$0.00	\$0.00	3.97	0.00
8" Flanged 90 Elbow XH	0	\$745.00	\$0.00	3.65	0.00
6" Flanged 90° Elbow XH	0	\$455.00	\$0.00	3.13	0.00
5" Flanged 90° Elbow XH	0	\$0.00	\$0.00	2.89	0.00
4" Flanged 90° Elbow XH	0	\$317.00	\$0.00	2.47	0.00
3" Flanged 90° Elbow XH	0	\$220.00	\$0.00	2.45	0.00
2 1/2" Flanged 90° Elbow XH	0	\$216.00	\$0.00	1.39	0.00
2" Flanged 90° Elbow XH	0	\$199.00	\$0.00	1.25	0.00
12" Flanged Tee XH	0	\$0.00	\$0.00	6.55	0.00
10" Flanged Tee XH	0	\$0.00	\$0.00	5.90	0.00
8" Flanged Tee XH	0	\$1,251.00	\$0.00	5.65	0.00
6" Flanged Tee XH	0	\$741.00	\$0.00	4.91	0.00
5" Flanged Tee XH	0	\$0.00	\$0.00	4.44	0.00
4" Flanged Tee XH	0	\$501.00	\$0.00	3.81	0.00
3" Flanged Tee XH	0	\$316.00	\$0.00	2.15	0.00
2 1/2" Flanged Tee XH	0	\$282.00	\$0.00	2.07	0.00
2" Flanged Tee XH	0	\$75.75	\$0.00	1.96	0.00
12" Flanged Red. Tee XH	0	\$0.00	\$0.00	6.40	0.00
10" Flanged Red. Tee XH	0	\$0.00	\$0.00	5.70	0.00
8" Flanged Red. Tee XH	0	\$1,555.00	\$0.00	5.35	0.00
6" Flanged Red. Tee XH	0	\$1,016.00	\$0.00	4.41	0.00
5" Flanged Red. Tee XH	0	\$0.00	\$0.00	4.31	0.00
4" Flanged Red. Tee XH	0	\$0.00	\$0.00	3.72	0.00
3" Flanged Red. Tee XH	0	\$0.00	\$0.00	2.00	0.00
2 1/2" Flanged Red. Tee XH	0	\$0.00	\$0.00	1.95	0.00
2" Flanged Red. Tee XH	0	\$0.00	\$0.00	1.95	0.00
12" Flanged Reducer XH	0	\$0.00	\$0.00	4.83	0.00
10" Flanged Reducer XH	0	\$1,726.00	\$0.00	4.13	0.00
8" Flanged Reducer XH	0	\$975.00	\$0.00	3.83	0.00
6" Flanged Reducer XH	0	\$719.00	\$0.00	3.34	0.00
5" Flanged Reducer XH	0	\$0.00	\$0.00	3.14	0.00
4" Flanged Reducer XH	0	\$512.00	\$0.00	2.53	0.00
3" Flanged Reducer XH	0	\$378.00	\$0.00	1.51	0.00
2 1/2" Flanged Reducer XH	0	\$0.00	\$0.00	1.45	0.00
2" Flanged Reducer XH	0	\$0.00	\$0.00	1.28	0.00
12" 300# Weld Neck Flanges	0	\$278.00	\$0.00	5.91	0.00
10" 300# Weld Neck Flanges	0	\$200.00	\$0.00	5.50	0.00
8" 300# Weld Neck Flanges	0	\$130.70	\$0.00	5.21	0.00
6" 300# Weld Neck Flanges	0	\$84.00	\$0.00	4.91	0.00
5" 300# Weld Neck Flanges	0	\$58.80	\$0.00	4.67	0.00
4" 300# Weld Neck Flanges	0	\$46.70	\$0.00	3.62	0.00
3" 300# Weld Neck Flanges	2	\$29.50	\$59.00	3.03	6.06
2 1/2" 300# Weld Neck Flanges	4	\$23.20	\$92.80	2.91	11.64
2" 300# Weld Neck Flanges	0	\$21.10	\$0.00	2.51	0.00

FLANGED FITTINGS 8" - 2"

12" 300# Blind Flanges	0	\$341.00	\$0.00	5.91	0.00
10" 300# Blind Flanges	0	\$238.00	\$0.00	5.50	0.00
8" 300# Blind Flanges	0	\$132.50	\$0.00	5.21	0.00
6" 300# Blind Flanges	0	\$75.60	\$0.00	4.91	0.00
5" 300# Blind Flanges	0	\$63.60	\$0.00	4.67	0.00
4" 300# Blind Flanges	0	\$46.70	\$0.00	3.62	0.00
3" 300# Blind Flanges	0	\$29.90	\$0.00	3.03	0.00
2 1/2" 300# Blind Flanges	0	\$28.40	\$0.00	2.91	0.00
2" 300# Blind Flanges	0	\$16.60	\$0.00	2.51	0.00
12' Ring Gasket	0	\$6.05	\$0.00	0.01	0.00
10" Ring Gasket	0	\$5.74	\$0.00	0.01	0.00
8" Ring Gasket	0	\$4.39	\$0.00	0.01	0.00
6" Ring Gasket	0	\$3.31	\$0.00	0.01	0.00
5" Ring Gasket	0	\$2.90	\$0.00	0.01	0.00
4" Ring Gasket	0	\$2.63	\$0.00	0.01	0.00
3" Ring Gasket	0	\$1.48	\$0.00	0.01	0.00
2 1/2" Ring Gasket	0	\$1.28	\$0.00	0.01	0.00
2" Ring Gasket	0	\$1.25	\$0.00	0.01	0.00
12' Bolt & Nut Pak	0	\$24.00	\$0.00	0.01	0.00
10" Bolt & Nut Pak	0	\$23.50	\$0.00	0.01	0.00
8" Bolt & Nut Pak	0	\$12.88	\$0.00	0.01	0.00
6" Bolt & Nut Pak	0	\$12.88	\$0.00	0.01	0.00
5" Bolt & Nut Pak	0	\$12.88	\$0.00	0.01	0.00
4" Bolt & Nut Pak	0	\$7.84	\$0.00	0.01	0.00
3" Bolt & Nut Pak	0	\$4.20	\$0.00	0.01	0.00
2 1/2" Bolt & Nut Pak	0	\$4.20	\$0.00	0.01	0.00
2" Bolt & Nut Pak	0	\$4.20	\$0.00	0.01	0.00
TOTALS >>			MAT'L > \$151.80	LABOR > 17.70	
				hrs	

AMCO Enterprises, Inc.

PIPE FITTERS UNION RATE

LOCAL NO. 274
START DATE 5/1/2012
END DATE 5/31/2013

				JOURNEYMAN	FOREMAN	AVERAGE
A.	STRAIGHT TIME RATE			\$ 46.61	\$ 53.28	49.95
A.	VACATION			\$ 1.00	\$ 1.00	1.00
				\$ 47.61	\$ 54.28	50.95
B.	PENSION			\$ 9.23	\$ 9.23	9.23
B.	ANNUITY			\$ 5.56	\$ 5.56	5.56
B.	WELFARE			\$ 8.69	\$ 8.69	8.69
B.	WEL SUP			\$ 3.36	\$ 3.36	3.36
B.	UNEMP SUP			\$ 1.00	\$ 1.00	1.00
B.	EDUCATION			\$ 0.75	\$ 0.75	0.75
B.	INDUSTRY			\$ 0.30	\$ 0.30	0.30
B.	INTL. TRNG.			\$ 0.10	\$ 0.10	0.10
				\$ 28.99	\$ 28.99	28.99
C.	SUI	6.40%		\$ 3.05	\$ 3.47	3.26
C.	FICA	7.65%		\$ 3.64	\$ 4.15	3.90
C.	FUTA	1.45%		\$ 0.69	\$ 0.79	0.74
C.	WORKER'S COMP INS.		11.10%	\$ 5.28	\$ 6.03	5.65
C.	GENERAL INSURANCE		5%	\$ 2.38	\$ 2.71	2.55
C.	UMBRELLA LIABILITY		4%	\$ 1.90	\$ 2.17	2.04
C.	EXPENSES		5%	\$ 2.38	\$ 2.71	2.55
				\$ 19.33	\$ 22.04	20.68
D.	SURETY			\$ 4.76	\$ 5.43	5.09
D.	HOLIDAYS			\$ -	\$ 3.40	1.70
D.	BONUS			\$ 2.38	\$ 2.71	2.55
				\$ 7.14	\$ 11.54	9.34
	SUB TOTAL "A"			\$ 47.61	\$ 54.28	50.95
	SUB TOTAL "B"			\$ 28.99	\$ 28.99	28.99
	SUB TOTAL "C"			\$ 19.33	\$ 22.04	20.68
	SUB TOTAL "D"			\$ 7.14	\$ 11.54	9.34
	TOTAL COST PER HOUR					
1	STRAIGHT TIME RATE			\$ 103.07	\$ 116.85	109.96
2	RATE WITH SHIFT DIFFERENTIAL OF 25%			\$ 128.84	\$ 146.06	137.45
3	OT @ 1 1/2 X ST. TIME RATE			\$ 154.61	\$ 175.27	164.94
4	OT @ 2 X ST. TIME RATE			\$ 206.14	\$ 233.70	219.92

TELEPHONE ORDER 908 241 4179

LOUIS P. CANUSO, INC.

CUSTOMER NAME Amso

DATE 6-29-12

ADDRESS _____

P.O. NO. _____

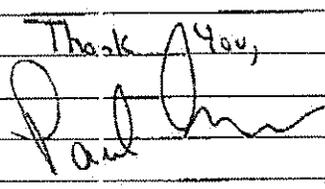
attn: Mike

REQ. NO. _____

SHIP TO _____

SHIP VIA _____

ADDRESS _____

QUANTITY	CODE NUMBER	DESCRIPTION	
		Reference: Hoboken Police	
2		2-1/2 Flg C1 Ball Valve Apollo 6P 209 01	258.75 net each
1		3 Flg C1 Ball Valve Apollo 6P 200 01	292.55 net each
2		2 CXC Ball Valve Apollo 77C 208 01	117.22 net each
2		1-1/2 CXC Ball Valve Apollo 77C 207 01	68.05 net each
		- Delivery in Stock To 3 Day	
		Thank You, 	



Sales, Service, & Installation of HVAC Systems & Mechanical Work

CHANGE ORDER PROPOSAL #2

August 3, 2012

Sent via email

Boswell McClave Engineering
330 Phillips Ave.
S. Hackensack, NJ 07606

Attn: Joseph Pomante

Re: Hoboken Police Station HVAC project- Drawing M-304

Dear Joe,
AMCO Enterprises, Inc. respectfully submits the following Change Order proposal for work indicated on Drawing M-304, which was not included in the bid set. The scope of work is verbally defined as supplying and installing ductwork and piping associated with Rooftop units 1 and 2. The control valves will be supplied by Trane and piping will be field insulated. Please see the attached cost estimate and pipe and ductwork takeoffs.

Total cost: \$64,830.65

Material:

Ductwork (2712 #)	\$14,916.00
Piping (as per attached sheet)	\$3,670.00

Labor:

Ductwork (2260 #)	\$15,820.00
Piping (as per attached sheet)	\$20,325.00
<u>Sub Total</u>	\$54,731.00
OH & Profit 15%	\$ 8,209.65

Subcontractors:

Insulation (piping only)	\$1,800.00
OH & Profit 5%	\$ 90.00

Final total:

\$64,830.65

If you have any questions, feel free to contact us.

Regards,

Scott Fertig, P. E.

Scott Fertig, P.E.

AMCO Enterprises, Inc.

Enclosure: CO# 2 cost estimate (6 pages)
Wage rates (1 page)

CLARIFICATIONS:

Please note that following items are NOT included in this change order.

- 1) Any kind of Cleaning work including providing dumpster.
- 2) Any kind of Electrical Work.
- 3) No water balancing, trenching, excavation, backfilling, gravel, or digging
- 4) Additional cost due to unforeseen conditions. AMCO will submit separate cost proposal for any additional work due to unforeseen conditions.

APPROVED & ACCEPTED BY: _____

APPROVED AMOUNT: _____

APPROVED DATE: _____

SIGNED BY: _____

Hoboken Police Station CHANGE ORDER # 2 ROOF PIPING TAKEOFF revised				
QTY		Materials:		Labor:
	Total From Copper Tube & Fittings Sheet:	\$	1,341.54	44.22
	Total From ACR Copper Sheet	\$	-	0.00
	Total From Steel Threaded Sheet:	\$	-	0.00
	XH BLK Pipe & C.I. Fittings:	\$	-	0.00
	BLk Mallable Pipe Fittings	\$	-	0.00
	Total From Std Wt. Steel But Weld Sheet:	\$	-	0.00
	Total From XH Steel But Weld Sheet:	\$	-	0.00
	FLANGED FITTINGS 8" - 2"	\$	-	0.00
	Total From Grooved PVF Sheet:	\$	-	0.00
	Total From Brass Valves Sheet:	\$	-	0.00
	Total From Iron Valves Sheet:	\$	-	0.00
15	Totals From Reheat Coil Hookup: COPPER	\$	2,029.89	107.94
0	Totals From Baseboard Circuit Hookup: 3/4" & 1"	\$	-	0.00
0	Totals From AC-Unit Coil Hookup: COPPER	\$	-	0.00
0	Totals From AC-Unit Coil Hookup: STEEL	\$	-	0.00
0	Totals From LP Steam Coil Hookup: Preheat/Reheat	\$	-	0.00
0	Totals From END SUCTION Pump Hookup Sheet:	\$	-	0.00
0	Totals From INLINE Pump Hookup Sheet:	\$	-	0.00
0	Totals From SPLIT CASE Pump Hookup Sheet:	\$	-	0.00
0	Totals From Strainer Sheet 6" > 3/4":	\$	-	0.00
	Totals From Control Valves Sheet:	\$	-	0.00
	Totals From Misc. Hydronic Sheet:	\$	-	0.00
	Totals From Misc. Steam Sheet:	\$	-	0.00
	Totals From Hangers Sheet:	\$	125.20	32.68
	Misc. Labor (Coring)		-	0.00
	Consumables @ 5% total material	\$	174.83	-
	Solder \ Flux \ brushes \ Welding Wire \ B-tank			184.84
				1.00
		\$	23.10 days	184.84
				FACTOR
				<Total Hrs
				Rate/hr
	Grand Total:	\$	3,671.46	\$ 20,324.57
				\$109.96
	Glycol Requirements		0.00	Gal
				PIPE ONLY

System: L COPPER

		MATERIAL			
MATERIAL DESCRIPTION	QTY	UNIT	EXTENDED	LABOR UNIT	LABOR EXTENDED
4" Copper Tubing	0	\$27.97	\$0.00	0.18	0.00
3" Copper Tubing	0	\$16.92	\$0.00	0.14	0.00
2 1/2" Copper Tubing	0	\$12.62	\$0.00	0.12	0.00
2" Copper Tubing	100	\$8.49	\$849.00	0.09	9.00
1 1/2" Copper Tubing	0	\$5.43	\$0.00	0.08	0.00
1 1/4" Copper Tubing	0	\$4.21	\$0.00	0.08	0.00
1" Copper Tubing	0	\$3.00	\$0.00	0.08	0.00
3/4" Copper Tubing	80	\$1.87	\$149.60	0.06	4.80
1/2" Copper Tubing	0	\$1.95	\$0.00	0.06	0.00
4" Copper 90	0	\$65.60	\$0.00	2.21	0.00
3" Copper 90	0	\$25.62	\$0.00	1.65	0.00
2 1/2" Copper 90	0	\$19.18	\$0.00	1.38	0.00
2" Copper 90	0	\$9.58	\$0.00	0.86	0.00
1 1/2" Copper 90	0	\$5.26	\$0.00	0.75	0.00
1 1/4" Copper 90	0	\$3.37	\$0.00	0.71	0.00
1" Copper 90	0	\$2.23	\$0.00	0.63	0.00
3/4" Copper 90	0	\$0.91	\$0.00	0.54	0.00
1/2" Copper 90	0	\$2.50	\$0.00	0.41	0.00
4" Copper Tee	0	\$151.93	\$0.00	3.27	0.00
3" Copper Tee	0	\$108.23	\$0.00	2.43	0.00
2 1/2" Copper Tee	0	\$86.63	\$0.00	2.03	0.00
2" Copper Tee	0	\$26.66	\$0.00	1.26	0.00
1 1/2" Copper Tee	0	\$21.61	\$0.00	1.08	0.00
1 1/4" Copper Tee	0	\$11.13	\$0.00	1.02	0.00
1" Copper Tee	0	\$6.58	\$0.00	0.92	0.00
3/4" Copper Tee	0	\$3.63	\$0.00	0.77	0.00
1/2" Copper Tee	0	\$0.89	\$0.00	0.59	0.00
4" Copper Coupling	0	\$38.50	\$0.00	2.16	0.00
3" Copper Coupling	0	\$20.09	\$0.00	1.62	0.00
2 1/2" Copper Coupling	0	\$10.27	\$0.00	1.37	0.00
2" Copper Coupling	0	\$7.85	\$0.00	0.84	0.00
1 1/2" Copper Coupling	0	\$4.64	\$0.00	0.74	0.00
1 1/4" Copper Coupling	0	\$3.44	\$0.00	0.71	0.00
1" Copper Coupling	0	\$2.28	\$0.00	0.63	0.00
3/4" Copper Coupling	0	\$1.08	\$0.00	0.54	0.00
1/2" Copper Coupling	0	\$0.56	\$0.00	0.41	0.00
4" Copper Red. Tee	0	\$215.80	\$0.00	2.90	0.00
3" Copper Red. Tee	0	\$97.33	\$0.00	2.30	0.00
2 1/2" Copper Red. Tee	0	\$66.08	\$0.00	1.89	0.00
2" Copper Red. Tee	26	\$13.19	\$342.94	1.17	30.42
1 1/2" Copper Red. Tee	0	\$13.19	\$0.00	1.02	0.00
1 1/4" Copper Red. Tee	0	\$8.08	\$0.00	0.96	0.00
1" Copper Red. Tee	0	\$7.61	\$0.00	0.86	0.00
3/4" Copper Red. Tee	0	\$5.18	\$0.00	0.69	0.00
1/2" Copper Red. Tee	0	\$4.06	\$0.00	0.54	0.00
4" Copper Red Coupling	0	\$63.32	\$0.00	2.03	0.00
3" Copper Red. Coupling	0	\$27.13	\$0.00	1.49	0.00
2 1/2" Copper Red. Coupling	0	\$20.63	\$0.00	1.23	0.00
2" Copper Red. Coupling	0	\$9.33	\$0.00	0.75	0.00

System: L COPPER

1 1/2" Copper Red. Coupling	0	\$6.03	\$0.00	0.68	0.00
1 1/4" Copper Red. Caps	0	\$3.64	\$0.00	0.63	0.00
1" Copper Red. Caps	0	\$2.59	\$0.00	0.56	0.00
3/4" Copper Red. Caps	0	\$1.42	\$0.00	0.45	0.00
1/2" Copper Red. Coupling	0	\$0.84	\$0.00	0.36	0.00
3" Cast Copper Union	0	\$258.12	\$0.00	1.88	0.00
2 1/2" Cast Copper Union	0	\$99.75	\$0.00	1.56	0.00
2" Cast Copper Union	0	\$45.56	\$0.00	0.87	0.00
1 1/2" Cast Copper Union	0	\$26.73	\$0.00	0.75	0.00
1 1/4" Cast Copper Union	0	\$20.30	\$0.00	0.71	0.00
1" Cast Copper Union	0	\$11.98	\$0.00	0.65	0.00
3/4" Cast Copper Union	0	\$7.11	\$0.00	0.54	0.00
1/2" Cast Copper Union	0	\$5.66	\$0.00	0.41	0.00
4" Dielectric Union	0	\$319.53	\$0.00	0.00	0.00
3" Dielectric Union	0	\$120.42	\$0.00	0.00	0.00
2 1/2" Dielectric Union	0	\$87.82	\$0.00	0.00	0.00
2" Dielectric Union	0	\$28.70	\$0.00	1.47	0.00
1 1/2" Dielectric Union	0	\$20.68	\$0.00	1.23	0.00
1 1/4" Dielectric Union	0	\$13.79	\$0.00	1.13	0.00
1" Dielectric Union	0	\$8.39	\$0.00	1.02	0.00
3/4" Dielectric Union	0	\$4.74	\$0.00	0.84	0.00
1/2" Dielectric Union	0	\$4.74	\$0.00	0.62	0.00
4" Copper Adapter	0	\$106.00	\$0.00	2.02	0.00
3" Copper Adapter	0	\$93.93	\$0.00	1.51	0.00
2 1/2" Copper Adapter	0	\$61.98	\$0.00	1.44	0.00
2" Copper Adapter	0	\$17.02	\$0.00	0.90	0.00
1 1/2" Copper Adapter	0	\$12.53	\$0.00	0.78	0.00
1 1/4" Copper Adapter	0	\$8.01	\$0.00	0.72	0.00
1" Copper Adapter	0	\$5.47	\$0.00	0.65	0.00
3/4" Copper Adapter	0	\$2.37	\$0.00	0.54	0.00
1/2" Copper Adapter	0	\$1.73	\$0.00	0.42	0.00
4" 150# Companion Flange	0	\$107.60	\$0.00	2.13	0.00
3" 150# Companion Flange	0	\$71.30	\$0.00	1.25	0.00
2 1/2" 150# Companion Flange	0	\$68.70	\$0.00	1.19	0.00
2" 150# Companion Flange	0	\$54.50	\$0.00	0.89	0.00
1 1/2" 125# Companion Flange	0	\$42.40	\$0.00	0.77	0.00
1 1/4" 125# Companion Flange	0	\$24.20	\$0.00	0.75	0.00
4" Oversized Clevis w/ Shield	0	\$17.60	\$0.00	1.34	0.00
3" Oversized Clevis w/ Shield	0	\$13.42	\$0.00	1.34	0.00
2 1/2" Clevis Hanger w/ Shield	0	\$13.42	\$0.00	1.34	0.00
2" Oversized Clevis Hanger	0	\$10.12	\$0.00	1.05	0.00
1 1/2" Oversized Clevis Hanger	0	\$9.57	\$0.00	1.05	0.00
1 1/4" Oversized Clevis Hanger	0	\$9.57	\$0.00	1.05	0.00
1" Oversized Clevis Hanger	0	\$8.36	\$0.00	1.05	0.00
3/4" Oversized Clevis Hanger	0	\$8.36	\$0.00	1.05	0.00
TOTALS >>		MAT'L >	\$1,341.54	LABOR >	44.22
				hrs	



Sales, Service, & Installation of HVAC Systems & Mechanical Work

CHANGE ORDER PROPOSAL #3

July 24, 2012

Sent via email

Boswell McClave Engineering
330 Phillips Ave.
S. Hackensack, NJ 07606

Attn: Joseph Pomante

Re: Hoboken Police Station HVAC project- Chimney Liner

Dear Joe,
AMCO Enterprises, Inc. respectfully submits the following Change Order proposal for installation of a chimney liner, as indicated in our RFI #2. The scope of work is verbally defined as supplying and installing 8" diameter, AL-294C single wall, stainless steel duct inside the existing chimney. We will need to gain access to the chimney for installation of support brackets.

Total cost: \$ 7,822.53

Material

Stainless Steel Liner	\$2,603.00
Wall brackets and support steel	\$1,250.00

Labor:

Installation of chimney liner 16 hrs @ \$109.96	\$1,759.36
Cut and Patch opening in existing chimney 3 hrs @ \$109.96	\$329.88
Pipe drain from stack to floor drain 3 hrs @ \$109.96	\$109.96
Crane (half day)	\$ 750.00

<u>Sub Total</u>	<u>\$6,802.20</u>
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OH & Profit 15%	\$1,020.33
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<u>Final total</u>	<u>\$7,822.53</u>
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If you have any questions, feel free to contact us.

Regards,

Scott Fertig

Scott Fertig, P.E.
AMCO Enterprises, Inc.

Enclosure: Quote for chimney liner from Industrial Combustion (1 page)
Wage rates (1 page)
Sketches from ICA (3 pages)

CLARIFICATIONS:

Please note that following items are NOT included in this change order.

- 1) Any kind of Cleaning work including providing dumpster.
- 2) Any kind of Electrical Work.
- 3) No water balancing, trenching, excavation, backfilling, gravel, or digging
- 4) Additional cost due to unforeseen conditions. AMCO will submit separate cost proposal for any additional work due to unforeseen conditions.

APPROVED & ACCEPTED BY: _____

APPROVED AMOUNT: _____

APPROVED DATE: _____

SIGNED BY: _____

AMCO Enterprises, Inc.

PIPE FITTERS UNION RATE

LOCAL NO. 274
START DATE 5/1/2012
END DATE 5/31/2013

				JOURNEYMAN	FOREMAN	AVERAGE
A.	STRAIGHT TIME RATE			\$ 46.61	\$ 53.28	49.95
A.	VACATION			\$ 1.00	\$ 1.00	1.00
				\$ 47.61	\$ 54.28	50.95
B.	PENSION			\$ 9.23	\$ 9.23	9.23
B.	ANNUITY			\$ 5.56	\$ 5.56	5.56
B.	WELFARE			\$ 8.69	\$ 8.69	8.69
B.	WEL SUP			\$ 3.36	\$ 3.36	3.36
B.	UNEMP SUP			\$ 1.00	\$ 1.00	1.00
B.	EDUCATION			\$ 0.75	\$ 0.75	0.75
B.	INDUSTRY			\$ 0.30	\$ 0.30	0.30
B.	INTL. TRNG.			\$ 0.10	\$ 0.10	0.10
				\$ 28.99	\$ 28.99	28.99
C.	SUI	6.40%		\$ 3.05	\$ 3.47	3.26
C.	FICA	7.65%		\$ 3.64	\$ 4.15	3.90
C.	FUTA	1.45%		\$ 0.69	\$ 0.79	0.74
C.	WORKER'S COMP INS.	11.10%		\$ 5.28	\$ 6.03	5.65
C.	GENERAL INSURANCE	5%		\$ 2.38	\$ 2.71	2.55
C.	UMBRELLA LIABILITY	4%		\$ 1.90	\$ 2.17	2.04
C.	EXPENSES	5%		\$ 2.38	\$ 2.71	2.55
				\$ 19.33	\$ 22.04	20.68
D.	SURETY			\$ 4.76	\$ 5.43	5.09
D.	HOLIDAYS			\$ -	\$ 3.40	1.70
D.	BONUS			\$ 2.38	\$ 2.71	2.55
				\$ 7.14	\$ 11.54	9.34
	SUB TOTAL "A"			\$ 47.61	\$ 54.28	50.95
	SUB TOTAL "B"			\$ 28.99	\$ 28.99	28.99
	SUB TOTAL "C"			\$ 19.33	\$ 22.04	20.68
	SUB TOTAL "D"			\$ 7.14	\$ 11.54	9.34
	TOTAL COST PER HOUR					
1	STRAIGHT TIME RATE			\$ 103.07	\$ 116.85	109.96
2	RATE WITH SHIFT DIFFERENTIAL OF 25%			\$ 128.84	\$ 146.06	137.45
3	OT @ 1 1/2 X ST. TIME RATE			\$ 154.61	\$ 175.27	164.94
4	OT @ 2 X ST. TIME RATE			\$ 206.14	\$ 233.70	219.92



MANUFACTURER'S DISTRIBUTORS

INDUSTRIAL COMBUSTION ASSOCIATES

20 WORLDS FAIR DRIVE - UNIT C, SOMERSET, NJ 08873 • FAX: (732) 271-3900
PHONE: (732) 271-0300 • 1-800-994-6164

**SECURITY CHIMNEYS
COMPONENTS LIST
FOR
MODEL SECURE SEAL SS/SSD AL29-4C
DOUBLE WALL BREECHING
SINGLE WALL CHIMNEY LINER
TYPE L VENT LOW TEMPERATURE VENTING SYSTEM
FOR
HOBOKEN POLICE STATION
HOBOKEN, NJ**

<u>QUANTITY</u>	<u>ITEM NO.</u>	<u>DESCRIPTION</u>
2	Lube	Silicone Oring Lube 5 oz.
2	Viton-S	Viton Caulking 2.2 oz.
2	SSD6PKMACHUK	PK MACH C750 test port/drain adap.
4	SSD6L36UK	Length SSD6 "X 36" AL29-441
2	SSD5AL18UK	Adjust Length 18" SSD 5" AL29-441
2	SSD8BT88B6UK	Boot T SSD8" 88 deg. w/6" snout.
1	SSD8TCUK	T Cap SSD8" AL29-441
2	SSD8SBH	Suspension band SSD8" 430
1	SSD8AL36UK	Adjust Length 36" SSD8" AL29-441
2	SSD8L9UK	Length SSD8" X 9" AL29-441
1	AAD8AL24UK	Adjust length 24" SSD8" AL29-441
1	SSD8SSAUK	Adapt 8" SSD to SS AL29-441
1	SS8BT88U	Boot T SS8" 88 deg AL29
1	SS8DTCU	Drain T Cap SS8" AL29
1.	SILHSE1/2X10	Condensate Drain hose Kit 1/2" X 10"
1	SS8APP	Anchor Plate SS8" 439
3	SS5RBH	Roof brace SS5" 430
13	SS8L36U	Length SS8" X 36" AL29
1	SS8L18U	Length SS8" X 18" AL29
1	SS8ECU	Exit cone SS8" AL29
1	SS8FH	Flat flashing SS8" 430
1	SS8SCH	Storm collar SS8" 430

GENERAL NOTES

ORIGINAL CAD DRAWINGS ARE DRAWN TO FULL SCALE AND REDUCED TO FIT BORDER, WORK TO DIMENSIONS SHOWN.

CONTRACTOR IS RESPONSIBLE FOR SECURING SUPPORTS TO BUILDING. REFER TO INSTALLATION MANUAL FOR INSTRUCTIONS.

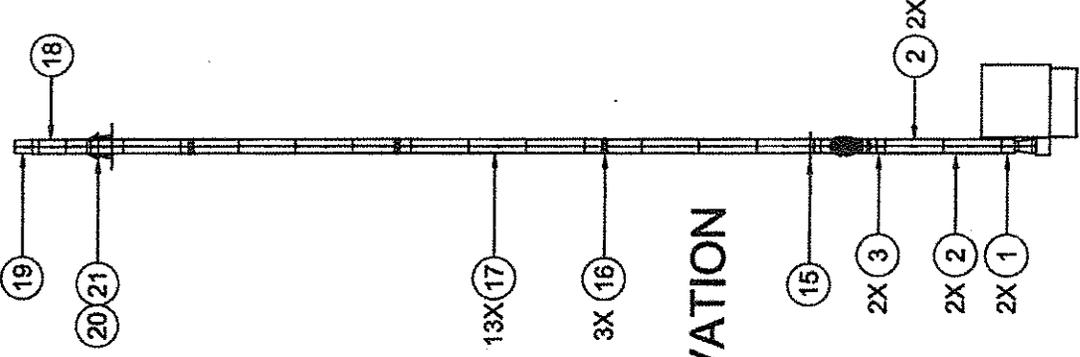
SIGN-OFF REQUIRED

SECURITY CHEMISTS INTERNATIONAL LIMITED (SCIL) HAS PRODUCED THIS DRAWING IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND THE APPROPRIATE U.S. STANDARDS. ANY ERRORS, OMISSIONS OR REQUIRED CHANGES TO SCIL PROVIDED DOCUMENTS OR DRAWINGS MUST BE NOTED ON THE EXEMPTED DOCUMENTATION, SIGNED BY THE CONTRACTOR AND THE MANUFACTURER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF THE INFORMATION, ALL RESPONSIBILITY OF THE INFORMATION, PRODUCT PERFORMANCE AND PRODUCT APPLICATION MUST BE PLACED AS INDICATED BY THE CONTRACTOR. THE DRAWING AND RELATED ITEMS TO GOAL. ANY PURCHASE ORDER RECEIVED WITHOUT A SIGNED APPROVAL WILL BE CONSIDERED CONFIRMATION THAT ALL LISTED PRODUCTS BY QUANTITY AND DIMENSIONS ARE FULLY VERIFIED.

**HOBOKEN POLICE STATION
BOILER FLUES**
INDUSTRIAL COMBUSTION ASSOCIATES
28" x 8" SSD & SS
DATE: 6/8/2012
PROJECT: Hoboken Police Station
SHEET NO: 2 OF 2
NOT TO SCALE
12-1353



THIS DRAWING IS THE PROPERTY OF SECURITY CHEMISTS INTERNATIONAL

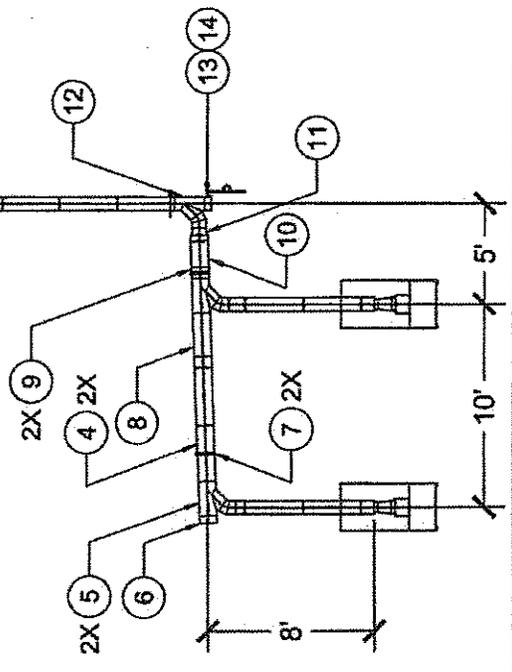


SIDE ELEVATION

TAG	QTY	PART NO	DESCRIPTION
1	2	SSDR0MACHUK	APPLIANCE ADAPTER
2	4	SSDL38UK	38" LENGTH
3	2	SSDRAL18UK	4"-44" ADJUSTABLE LENGTH
4	2	SSDL38UK	38" LENGTH
5	2	SSDRBT88UK	88" BOOT TEE W/8" CONNECTION
6	1	SSDR7CUK	TEE CAP
7	2	SSDR8BH	SUSPENSION BAND
8	1	SSDRAL38UK	4"-32" ADJUSTABLE LENGTH
9	2	SSDL9UK	8" LENGTH
10	1	SSDRAL24UK	4"-30" ADJUSTABLE LENGTH
11	1	SSDRSSAUK	DBL WALL TO SINGL WALL ADAPTER
12	1	SSDRTR8UK	88" BOOT TEE
13	1	SSDRTOU	DRAIN TEE CAP
14	1	SSDRH12 X 10	DRAIN HOSE KIT
15	1	SSDRAPP	ANCHOR PLATE
16	3	SSDR8BH	ROOF BRACE
17	13	SSDL38U	38" LENGTH
18	1	SSDL18U	18" LENGTH
19	1	SSDR18CU	EXIT CONE
20	1	SSDRFH	FLAT FLASHING
21	1	SSDRSCH	STORM COLLAR

NOTE: A PROJECT "SIGN-OFF" IS REQUIRED
THE COMPONENTS IN THIS DESIGN ARE BEING SOLELY FOR THE USE OF THE PROJECT. IT MAY BE NECESSARY FOR FIELD VERIFICATION AND/OR MODIFICATION.
PLEASE VERIFY ALL DIMENSIONS.
PLEASE VERIFY THE DIMENSIONS.
PLEASE VERIFY THE MATERIALS SELECTED.
*A SIGNED COPY OF THE DESIGN MUST BE SUBMITTED WITH YOUR ORDER.
**YOUR DESIGN MAY NOT BE ENTERED WITHOUT A SIGNED COPY OF THE DESIGN. CUSTOMER SERVICE WILL ADVISE YOU.
***ALL CUSTOM COMPONENTS MUST BE SIGNED OFF AS WELL.
APPROVED BY: _____
DATE: _____

REAR ELEVATION



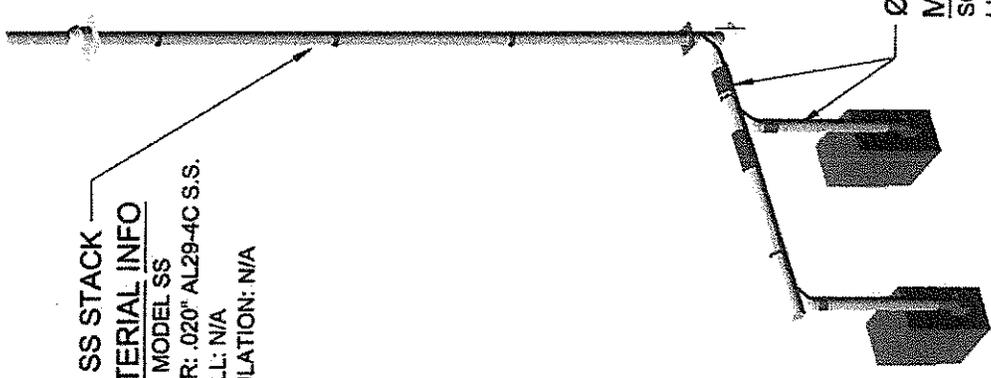
GENERAL NOTES

ORIGINAL CAD DRAWINGS ARE DRAWN TO FULL SCALE AND REDUCED TO FIT BORDER. WORK TO DIMENSIONS SHOWN.
 CONTRACTOR IS RESPONSIBLE FOR SECURING SUPPORTS TO BUILDING. REFER TO INSTALLATION MANUAL FOR INSTRUCTIONS.

SIGN-OFF REQUIRED

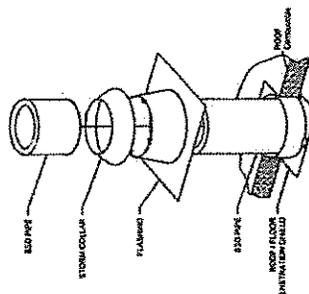
SECURITY CHIMNEY'S INTERNATIONAL LIMITED (SCI) MANUFACTURED PRODUCTS ARE DESIGNED TO BE USED IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED WITH THE PRODUCT. ANY CHANGES TO THE ORIGINAL DRAWINGS OR DIMENSIONS MUST BE APPROVED BY THE MANUFACTURER. THE MANUFACTURER'S LIABILITY IS LIMITED TO THE ORIGINAL DRAWINGS AND DIMENSIONS. THE MANUFACTURER SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR INSTALLATION OF THE PRODUCT. THE MANUFACTURER'S LIABILITY IS LIMITED TO THE ORIGINAL DRAWINGS AND DIMENSIONS. THE MANUFACTURER SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR INSTALLATION OF THE PRODUCT. THE MANUFACTURER'S LIABILITY IS LIMITED TO THE ORIGINAL DRAWINGS AND DIMENSIONS. THE MANUFACTURER SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR INSTALLATION OF THE PRODUCT.

PROJECT: HOBOKEN POLICE STATION
 BOILER FLUES
 SUB CONTRACTOR: INDUSTRIAL COMBUSTION ASSOCIATES
 ORDER NO: 06" 8" SSD & SS
 DATE: 8/6/2012
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 1 OF 2 NOT TO SCALE
 12-1353



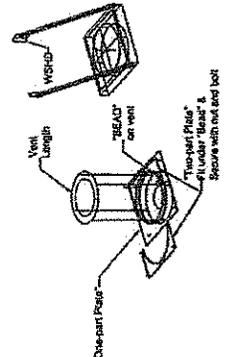
Ø8" SS STACK
MATERIAL INFO
 SCIL MODEL SS
 LINER: .020" AL29-4C S.S.
 SHELL: N/A
 INSULATION: N/A

Ø6" SSD RISERS & Ø8" BREECING
MATERIAL INFO
 SCIL MODEL SSD
 LINER: .020" AL29-4C S.S.
 SHELL: .020" 441 S.S.
 INSULATION: 1" AIR



ROOF PENETRATION FIELD
 For Installation Details, See the Installation Manual.
 Refer to the Installation Manual for details.

Anchor Plate (AP), Heavy duty Anchor Plate (APHD), Well Support Heavy Duty (WSHD)



- INSTALLATION INSTRUCTIONS**
1. Pass the female end of the vent through the hole of the "One-part Plate".
 2. Install the "Two-part Plates" below a "bead" and use the nuts and bolts to attach to the "One-part Plate".



26 B Law Drive
Fairfield, NJ 07004

Phone: (973) 244-0424
Toll Free: (800) 892-1007
Fax: (973) 882-8788

February 20, 2012

AMCO Mechanical
600 Swenson Drive
Kenilworth, NJ

Mr. Michael Thakkar,

Thank you for the opportunity to quote on cleaning of the existing supply and return ducts for AC-1 and AC-2 at the Hoboken Police Station. This includes the shafts to the roof plus the ductwork on the roof.

This proposal does not include any work on the fans, air handlers, bathroom exhausts, grilles, registers, or anything else.

This work would be performed during normal working hours, Monday through Friday.

The price to perform this service is \$ 10,730.00 not including sales tax.

Thank you again for this opportunity.

Sincerely,

Ira Finger

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. : _____**

**RESOLUTION TO AUTHORIZE A SERVICE CONTRACT WITH IQ LANDSCAPE ARCHITECTS,
PC FOR LANDSCAPE ARCHITECTURAL SERVICES TO THE CITY OF HOBOKEN FOR THE
CONCEPTUAL LANDSCAPE DEVELOPMENT PLAN FOR SINATRA PARK TO COMMENCE
SEPTEMBER 19, 2012 AND EXPIRE SEPTEMBER 18, 2013 FOR A TOTAL NOT TO EXCEED
AMOUNT OF \$13,000.00**

WHEREAS, service to the City as landscape architect in an amount under the bid and fair and open process thresholds is a professional service as defined by N.J.S.A. 40A:11-1 et seq. and as such, is exempt from public bidding requirements pursuant to N.J.S.A. 40A:11-5; and,

WHEREAS, **IQ Landscape Architects** is hereby required to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Administrative Code of the City of Hoboken as well as the Affirmative Action laws and policies under which the City operates; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$13,000.00 is available in the following appropriations C-04-60-709-400; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with IQ Landscape Architects to represent the City as landscape architect for the conceptual landscape development plan for Sinatra Park, be awarded, for a term to commence September 19, 2012 and expire September 18, 2013, for a total not to exceed amount of Thirteen Thousand (\$13,000.00) Dollars, which shall be payable per task upon certification by the City Engineer that the Task is satisfactorily completed; and

BE IT FURTHER RESOLVED that the contract shall refer to, and incorporate therein by reference, the September 4, 2012 Proposal of IQ Landscape Architects PC, except that the contract shall deviate from the proposal with regard to the following term: the final plans and final design concepts created under this contract by the contractor shall become the sole and exclusive property of the City, however the City shall not utilize the final plans or final design concepts for any other purpose or at any other location under any circumstances, and the contractor shall retain the right to utilize the final plans and the final design concepts for business networking and advertising purposes.

BE IT FURTHER RESOLVED, the contract shall refer to and include by reference IQ Landscape Architects' proposal dated September 4, 2012 as well as the project limits as defined by the construction documents prepared by Boswell McClave Engineering with last revision date of 06/28/12, for purposes of describing the terms and obligation of the agreement with regards to scope of work, time frames for completion, and allowable fees and charges; and,

BE IT FURTHER RESOLVED, no additional fees will be allowable under this contract without a change order and the adoption of an additional appropriation of funds by the City Council, which adoption shall be at the sole discretion of the City Council; and

BE IT FURTHER RESOLVED that the City Council of the City of Hoboken specifically finds that

compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of the contractor during the pendency of this contract; and

BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

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

Dated: September 19, 2012

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Carol Marsh				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

September 4, 2012

Quentin Wiest
Business Administrator
Hoboken City Hall
94 Washington St.
Hoboken, NJ 07030

Re: Conceptual Landscape Development Plan for Sinatra Park
Hoboken, New Jersey

Dear Mr. Wiest:

We are pleased to submit our proposal to provide Landscape Architectural Services for the above referenced project.

I. PROJECT LIMITS

Project limits will be those areas as defined on the construction documents prepared by Boswell McClave Engineering (BME), last revision date 06/28/12.

II. SCOPE OF WORK

TASKS

1) Site Inventory and Analysis

- a. Coordinate with BME to review all previously prepared studies, surveys, and documents relevant to the project.
- b. Undertake an extensive site analysis involving field reconnaissance and photo documentation of existing conditions at the project site and adjacent properties, including the following areas of study:
 - Pedestrian and vehicular circulation patterns and connections
 - Views and vistas
 - Vegetation evaluation
 - Connectivity to adjacent city properties and facilities
- c. Identify opportunities and constraints which will outline the opportunities and restrictions effecting the development of the project site.
- d. Review existing available data, budgets and funding with city officials prior to developing a landscape design program for the park.

2) **Preliminary Concepts**

- a. Based on findings of the Analysis Phase IQ shall prepare Conceptual Design overlay sketches with design recommendations for the project area. The following issues and items will be addressed:
1. Connectivity to ballfield and Memorial Park.
 2. Treatment to waterfront esplanade.
 3. Improvements to upgrade and enhance the existing amphitheatre transition to new esplanade.
 4. Improvements to shoreline edge using native plantings.
 5. Sinatra Drive interface and bleacher seating adjacent to the park, highlighting gateways.
 6. Landscape improvements such as shade trees, low maintenance shrubs and perennials which promote sustainability.
 7. Highlight and feature specimen trees in the park, selective removal of declining, overgrown, and undesirable trees and vegetation.
 8. Develop a design vocabulary which visually links and unifies all areas of the project site (i.e. light fixtures, benches, trash receptacles).
- b. Review concepts with city officials and BME.

3) **Final Conceptual Plan**

- a. Based on comments and review of preliminary conceptual design alternatives, IQ shall prepare a Final Illustrative Conceptual Design for the park.

The Conceptual Plan for the park project area will delineate the following:

1. Walks and paths
 2. Proposed improvements transitioning to existing amphitheatre
 3. Linkages to adjacent publicly-owned properties
 4. Site furnishings (i.e. benches, trash receptacles) and paving materials
 5. Site lighting
 6. Preservation and restoration of a native Hudson River landscape promoting sustainability
 7. New plantings including shade trees, flowering trees, shrub massings, perennials and native plantings
 8. Selective tree and vegetation removals
- b. Develop supplemental drawings (cross sections, precedent images) to convey design intent.

4) **Design Consultation**

- a. IQ will assist BME during their preparation of final bid documents (i.e. review drawings for design intent, clarify bid items related to landscape development, provide product data information etc.)

III. FEE SCHEDULE

Fees for the above referenced tasks are as follows:

Task 1	\$1,500.00
Task 2	\$3,500.00
Task 3	\$5,000.00
Task 4	<u>\$2,500.00</u>
	\$12,500.00

IV. ADDITIONAL SERVICES

Additional services will only be performed upon approval by the City of Hoboken and will be invoiced at IQ's Hourly Rate Schedule or new lump sum contracts will be developed for each phase.

- a. Attendance at meetings and presentations with City of Hoboken and stakeholders.
- b. Advancement of Final Conceptual Plans to a Design Development level.
- c. Construction Documentation and Administration.
- d. Revisions to previously approved plans.
- e. Expansion of project limits and scope. Preparation of a Comprehensive Master Plan for Sinatra Park.

V. IQ LANDSCAPE ARCHITECT'S HOURLY RATE SCHEDULE

Principal	\$215.00
Senior Landscape Architect	\$150.00
Technical Staff	\$125.00
Clerical	\$45.00

VI. ITEMS TO BE PROVIDED TO IQ:

- a. The client shall furnish surveys describing characteristics, legal limitations and utility locations for the site of the project, and a written legal description of the

site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage, right-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements, existing trees; and information concerning available

VII. REIMBURSABLE EXPENSES

Reimbursable expenses shall include actual expenditures made by IQ in the interest of the Project and will be billed at the actual cost to IQ plus 10% for handling and indirect costs. Reimbursable expenses shall include, without limitations, costs of items such as: copying of drawings & documents, photographic costs, mileage at 0.50/mile, long distance telephone calls, airfare, meals, lodging, and any other expenses reasonably and necessarily incurred by IQ in its execution or performance of this agreement

VIII. PAYMENT TERMS

- a. For each four (4) week period ("billing period") IQ will submit invoices to Client for Services and Reimbursable Expenses. Amounts invoiced for Basic services will be in proportion to the services performed within each Phase during the preceding billing period, and amounts invoiced for Reimbursable Expenses, Consultants' Fees and Additional Services will be based on amounts incurred and services performed prior to the invoice date. Payment shall be due within 30 days of the invoice date

IX. INDEMNIFICATION AND WAIVER:

- a. Client shall indemnify and hold harmless IQ and all of its officers, employees and consultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services with the exception of any claim damage, loss or expense caused by a negligent act or omission by IQ.
- b. Client waives, and shall not assert, any claim, action, proceeding or dispute against IQ for consequential damages, including but not limited to loss of profits, with regard to IQ's performance of services under this Agreement.

X. MISCELLANEOUS CONDITIONS:

- a. Responsibility for Construction Cost:

Evaluations of the Client's Project Budget and Statement of Probable Construction Cost, if any, prepared by IQ, represent IQ's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither IQ nor the Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, IQ cannot and does not warrant or represent that bids or

negotiated Prices will not vary from the Client's Project Budget or from any Statement of Probable Construction Cost or evaluation prepared by or agreed to by IQ.

b. Client Responsibilities:

Client agrees to provide full, reliable information regarding its requirements for the Project and, all its expense, shall furnish the information surveys and reports, if any, as well as any other materials and/or services reasonably necessary for IQ to complete its services hereunder. In addition, Client agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the Project as may be required from time to time for the performance of IQ's work. Client shall designate a Project Representative authorized to act on behalf on Client with respect to this Agreement and agrees to render any decisions promptly to avoid unreasonable delay to the Project and Performance of IQ's work.

c. Access to Site; Photographs:

IQ and IQ's employees and consultants shall have access to the Project site at all reasonable times and shall be permitted to photograph the Project during construction and upon completion for its records and future use.

d. Use of Documents:

Plans, drawings and specifications prepared or provided by IQ hereunder are prepared for this Project only and shall remain the sole and exclusive property of IQ. IQ shall provide Client with a reproducible set of drawings and specifications for its records. They shall not be used by Client for other projects or extensions to the Project without written consent of IQ and Client agrees to indemnify IQ and hold IQ harmless from and against any and all claims, demands, losses, costs, liabilities and damages including reasonable attorney's fees arising out of our related to such unauthorized use.

e. General Conditions:

- Client and IQ each bind itself and its successors and assigns to this Agreement. Neither Client nor IQ shall assign or transfer its interest in this Agreement without the written consent of the other.
- This Agreement represents the entire Agreement between Client and IQ. This Agreement may be amended only by writing signed by both Client and IQ.
- This Agreement shall be governed by New York Law.
- Parties signing this agreement represent that they have the authorization to sign the Agreement and bind the Client to this Agreement.
- Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or IQ.

- IQ shall utilize that degree of care and skill ordinarily exercised under similar circumstances by reputable members of the landscape architectural profession. IQ makes no express or implied warranties by its provision of services or under this Agreement.

XI. TERMINATION:

- a. This Agreement may be terminated by either party upon not less than seven (7) days written notice to the other party. Should the Agreement be terminated by the Client, then IQ will be paid for services provided and reimbursable expenses up to the date of termination.
- b. Failure of the Client to make payments to IQ in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.
- c. If the Client fails to make payment when due to IQ for services and expenses, IQ may, upon seven (7) days written notice to the Client, suspend performance of services under this Agreement. Unless payment in full is received by IQ within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, IQ shall have no liability to Client for delay or damage caused the Client because of such suspension of services.
- d. In the event of termination not the fault of IQ, it shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses.
- e. Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination.

If you are in agreement with this proposal, please signify your acceptance by signing and returning one (1) copy for our files.

Sincerely,

IQ LANDSCAPE ARCHITECTS, P.C.

John A. Imbiano, ASLA

Principal

Accepted: _____

Date: _____

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS

WHEREAS, an overpayment of taxes has been made on property listed below: and

WHEREAS, Sharon Curran, Collector of Revenue recommends that refunds be made;

NOW THEREFORE BE IT RESOLVED, that a warrant be drawn on the City Treasurer made payable to the following totaling **\$32,127.85**

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
Desai, Avana M & Palak A Patel 84 Jefferson St #2B Hoboken, NJ 07030	17/34/C02-B	80-84 Jefferson St	3/12	\$1,909.97
Gottlieb, Seth R & Kelly L 300-306 Newark St #4D Hoboken, NJ 07030	21/1/C004D	300-306 Newark St	2/12	\$1,409.40
Mc Cune, Thomas & Kara 106 Grand St #206 Hoboken, NJ 07030	32/3/C0206	105-111 Grand St	2/12	\$4,389.95
Second St Developers, LLC 200 Washington St 5 th Fl Hoboken, NJ 07030	34/16013	261-263 Second St	4/10	\$1,171.62
GMAC Mortgage P O Box 961219 Fort Worth, Tx 76161-0219	84/14/C004A	730-732 Adams St	2/11	\$1,249.73
Lukowicz, Thomas J & 800 Jackson St #701 Hoboken, NJ 07030	86/1/C0701	800-830 Jackson St	4/11	\$1,572.08
Hohlfeld, Kara 1015 Grand St #4G Hoboken, NJ 07030	155/2.02/C004G	1013-1017 Grand St	2/11	\$1,340.46
Dequila, Jenna 1026-34 Clinton St #108 Hoboken, NJ 07030	155/5/C0108	1026-34 Clinton St	2/12	\$1,313.18

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
Sailer, Carl V & Jill K 4 Green Bryer Lane Montvale, NJ 17645	160/5/C0006	831 Clinton St	1/12	\$ 981.97
Chen, Herbert 34 W. Poplar Avenue #203 Columbus, Ohio 43215	188/11/C004E	121-125 Garden St	2/12	\$1,610.00
Chen, Herbert 34 W. Poplar Avenue #203 Columbus, Ohio 43215	188/11/C0P-4	121-125 Garden St	2/12	\$ 130.00
Mc Mullen, Elsa 930 Bloomfield St Hoboken, NJ 07030	196/35	930 Bloomfield St	3/11	\$3,298.55
Kairos Management c/o Hothem Enterprises 531 North Market St Wooster, Ohio 44691	202/26	320 Washington St	1/11	\$ 280.06
Renzulli, Kristen E 829 Hudson St #4 Hoboken, NJ 07030	237/13/C0004	829 Hudson St	1/11	\$1,854.11
Citi Mortgage Inc. P O Box 10004 Hagerstown, MD 21749	251/18/C005A	1320 Bloomfield St	2/12	\$1,444.06
Gulvin, Kevin & Lisa 1125 Maxwell Lane #218 Hoboken, NJ 07030	261.03/1/C0218	1125 Maxwell Lane	3/12	\$2,158.96
B A C Tax Services CA6-913-LB-01 P O Box 10211 Van Nuys, Ca 91499-6089	261.03/1/CP006	1125 Maxwell Lane	3/12	\$ 121.98
Clutton, Dorothy G & 1500 Hudson St #10F Hoboken, NJ 07030	268.01/3/C010F	1500 Hudson St	2/12	\$5,891.77

Meeting: September 19, 2012

Approved as to Form:

CORPORATION COUNSEL

Sharon Curran

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**CANCELLATION OF LEAD LOTS
2011 - 1ST & 2ND QUARTERS**

RESOLVED, by the Council of the City of Hoboken;

WHEREAS, the attached list of Block and Lots have been deleted and no longer exist. The 2011 First and Second quarter billing for the Lead Lots are to be cancelled.

Whereas, the list of properties have been subdivided and will be billed on the 2011 Third and Fourth quarters.

RESOLVED, that the list of 2011 First and Second quarter billing be cancelled from the Tax Duplicate.

Meeting: September 19, 2012

Approved as to Form:

CORPORATION COUNSEL

Sharon Curran

Sponsored by: _____

Seconded by: _____

City of Hoboken

Resolution No. _____

RESOLVED, that filed minutes for the Hoboken City Council regular meetings of June 6, 2012, June 20, 2012 and July 11, 2012 have been reviewed and approved as to legal form and content.

Approved as to form:

Meeting Date: September 19, 2012

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Carol Marsh				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION TO APPROVE FIRE CO. LLC'S [*not related to the
Hoboken Fire Department*] APPLICATION FOR AN
AMUSEMENT DEVICE LICENSE SUBJECT TO THE TERMS
AND CONDITIONS DESCRIBED HEREIN**

WHEREAS, Chapter 74 of the Hoboken City Code provides the City Council with the authority to grant or deny applications for amusement device retail licenses; and,

WHEREAS, on June 28, 2012, Fire Co. LLC. of 400 Adams Street, Hoboken, New Jersey 07030, applied for a City of Hoboken amusement device retail license from the City of Hoboken for commercial use of a mechanical bull (type certified #00244-00) and accessory soft foam safety head, magnetic automatic stop sensors, and emergency stop foot pedal within the restaurant/bar located at 400 Adams Street; and,

WHEREAS, as of the date of consideration of this resolution, the amusement device has not been certified by the New Jersey Department of Community Affairs, pursuant to N.J.S.A. 5:3-32 and the administrative regulations promulgated thereunder ("Certification"); and

WHEREAS, the applicant has advised the City of Hoboken that NJDCA cannot consider certification of the device until the device is permanently situated on site at the location of use in working condition, at which time the device will be used by NJDCA for the single purpose of inspecting, and testing the device and otherwise confirming compliance of the device and its operation in determining whether to grant the NJDCA certification ("Compliance Actions"); and,

WHEREAS, after consideration of the specific facts relating to this matter, the City Council believes the grant of the City of Hoboken Amusement Device Retail License should be granted, subject to strict compliance with the conditions described herein to protect the health, safety and general welfare of the City and its residents and guests.

NOW THEREFORE BE IT RESOLVED, that the Council of the City of Hoboken hereby grants an Amusement Device Retail License to Fire Co. LLC. in accordance with their application of June 28, 2012, subject to the following conditions:

1. Until Certification is issued by the NJDCA, the device shall not be utilized for any purpose other than Compliance Actions by or at the direction of the New Jersey Department of Community Affairs, as required by the New Jersey Department of Community Affairs for the sole purpose of certification of the device in accordance with N.J.S.A. 5:3-32 and the administrative regulations thereunder; and,
2. The license shall be automatically revoked immediately upon citation for any violation under Paragraph 1 herein, with an administrative hearing on the violation and revocation allowed, upon licensee's written request, within five (5) business days of the written request for a hearing; and,
3. In addition to any conditions, restrictions, and penalties described herein, the license shall be subject to all conditions, restrictions and penalties set forth in Hoboken Code Chapter 74 to the extent not inconsistent with those described herein; and,

4. The Director of Public Safety shall enforce the conditions of this Resolution by and through the officers, agents and employees of the Department of Public Safety; and,
5. The licensee agrees to indemnify and hold harmless the City of Hoboken and its officers, agents, and employees from any and all liability resulting from or relating to the installation and/or use of the licensed device during the term of the license.

BE IT FURTHER RESOLVED, the Council authorizes the City Clerk to administer the license as described herein, and further authorizes the Administration to take any and all action necessary and proper to the administration of said license.

Reviewed:

Approved as to Form:

 Quentin Wiest
 Business Administrator

 Mellissa Longo, Esq.
 Corporation Counsel

Meeting Date: September 19, 2012

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Carol Marsh				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

License Fee \$ 100.00

HOBOKEN, N.J.

June 28, 192012
(Date)

THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN, N.J.

**APPLICATION FOR LICENSE
MUSIC DEVICES AND VENDING MACHINES**

Under provisions of an Ordinance entitled "An Ordinance to license and regulate Music Devices and Vending Machines" passed January 20, 1948.

- 1. Fire Co. LLC. (Name of Occupant of Premises) 400 ADAMS ST. Hoboken, NJ 07030 (Address)
- 2. Fire Co. LLC. (Name of Owner of Instruments) 400 ADAMS ST. Hoboken, NJ 07030 (Address)
- 3. 400 ADAMS ST. Hoboken, NJ 07030 (Place wherein appliance or instruments are to be installed and maintained.)

4. Occupant is the (state whether owner, lessor, or occupant) OCCUPANT of the place wherein appliances or instruments are to be installed and maintained.

5. Character of social activities or business carried on within above mentioned place. (State such) _____

RESTAURANT / BAR / Mechanical Bull - certified by New Jersey State - Type Certified # 00244-00

6. 1 One Mechanical bull 00244-00 Type Certified (Number of appliances or instruments.)

7. Particular character of appliances or instruments for which license is sought. Mechanical bull AS PER New Jersey STANDARDS to include SOFT FOAM SAFETY HEAD, MAGNETIC AUTOMATIC STOP SENSOR, AND EMERGENCY STOP FOOT PEDAL. 00244-00 Type Certified New Jersey

[Signature]
(Signature of Occupant of Premises)

[Signature]
(Signature of Owner of Instruments)

STATE OF NEW JERSEY)
COUNTY OF HUDSON) SS.
CITY OF HOBOKEN)

_____, Occupant of Premises,

and _____
Owner of Instrument, being duly sworn according to law upon their respective oaths depose and say that they are the persons making application to The Mayor and Council of the City of Hoboken for the license applied for, and that the answers, statements and declarations made in the foregoing application are absolutely true in all respects.

Subscribed and sworn to before

me this 27 day of June, 192012
[Signature]
(Notary Public of New Jersey)

[Signature]
(Signature of Occupant of Premises)

[Signature]
(Signature of Owner of Instruments)

**ANNA AMATO
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2176446
My Commission Expires 8/15/2015**

Application referred by City Clerk to Supervisor of Licenses _____, 19____
(Date)

(City Clerk)

_____, 19____
(Date)

Report from Supervisor of Licenses:

Recommending _____

(Supervisor of Licenses)

CITY OF HOBOKEN

PUBLIC SAFETY DEPARTMENT

DAWN ZIMMER
Mayor



JON TOOKE, DIRECTOR
PUBLIC SAFETY DEPARTMENT

TO: Quentin Wiest
Business Administrator

DATE: August 24, 2012

RE: Proposal to License Mechanical Bull ride

Mr. Wiest;

I have been informed that a local applicant is proposing to install a mechanical bull ride in a licensed tavern in Hoboken. I advise strongly against such an amusement ride being placed in this type of establishment in Hoboken. My concerns are:

1. These rides are inherently dangerous. Typically they are controlled by an operator that varies the tipping degree, lateral movement including full rotation and speed of the device for the purpose of thrilling the rider and with the expectation that riders may be regularly thrown from the ride. This is evidenced by the placement of inflatable or other mats around the device to protect riders from landing on hard surfaces.
2. A rider that is thrown from the ride is at risk of trying to stand within the turning radius of the device and if the operator does not bring the device to a complete stop soon enough persons can be struck by the active device.
3. Although hand grips are installed on the device a person who falls or is thrown from the device may do so in a way that stresses the wrist and forearm, which is one of the more common types of injury caused by these rides
4. Mechanical bull rides that are located in places where alcoholic beverages are sold present an additional set of problems in that persons who have even one or two drinks have impaired motor skills which increases the possibility of falls. Additionally in such businesses there is the increased possibility of the operator drinking alcohol which also increases the chances of unsafe operation and attendant injuries.
5. The medical information on injuries related to use of mechanical bulls is clear in that they are hazardous devices. Notwithstanding the necessity for liability waivers for all riders, the risk exists that persons will be injured.
6. In my estimation the value of a mechanical bull attraction in a tavern in our city does not outweigh the risks such a device poses to the community. In the interest of the safety and welfare of our city I strongly recommend against allowing this proposed ride to operate in the way proposed.

I have attached several pages of information relating to the hazards of these devices for your review and consideration.

Respectfully;

Jon Tooke, Director

Department of Public Safety

Mechanical Bull Syndrome

RICHARD Y. McCONNELL, MD, and GUS A. RUSH III, MD, New Orleans, La

ABSTRACT: Although the mechanical bull was originally designed to train cowboys for the rodeo, nearly 1,000 of these machines are in use in night clubs and amusement parks throughout the United States. We have treated 84 mechanical-bull-related injuries in our institution, the most common to the groin and the lower extremity (32%). A common fracture, which we have labeled the bullrider's thumb, involved the proximal phalanx of the thumb and occurred as the patient's body forced his thumb against the horn of the machine. We describe the mechanical bull, its mechanism of action, and the injuries possible while riding or falling from the bull.

WHEN SAM REEVES invented and patented the mechanical bull in 1975, he envisioned it as a safer method for teaching rodeo riders the special problems they might encounter when riding real bulls in competition. He did not, however, foresee the machine's entertainment potential or the mania that surrounded the motion picture *Urban Cowboy*. Amusement facilities and night clubs throughout the United States are now charging \$2 or more for an eight-second attempt to master the mechanical bull and, like its inspiration, the machine is responsible for many injuries.¹

PATIENTS AND METHODS

From August 1980 until March 1981 at the Ochsner Medical Institutions, we examined and treated 68 patients who sustained 88 injuries resulting from riding the mechanical bull. The patients ranged from 18 to 48 years of age with a sex distribution of 60 men and eight women. The categories of injuries are presented in Table 1 and Figure 1.

MECHANISMS OF INJURY

The "El Toro" and the "Gold Nugget" are the two

most popular machines; their basic differences are in the body shell and the variety of motions possible (Table 2). The El Toro pistons up from the rear; the Gold Nugget pistons down from the front (Fig 2). Consequently, the Gold Nugget tends to throw the

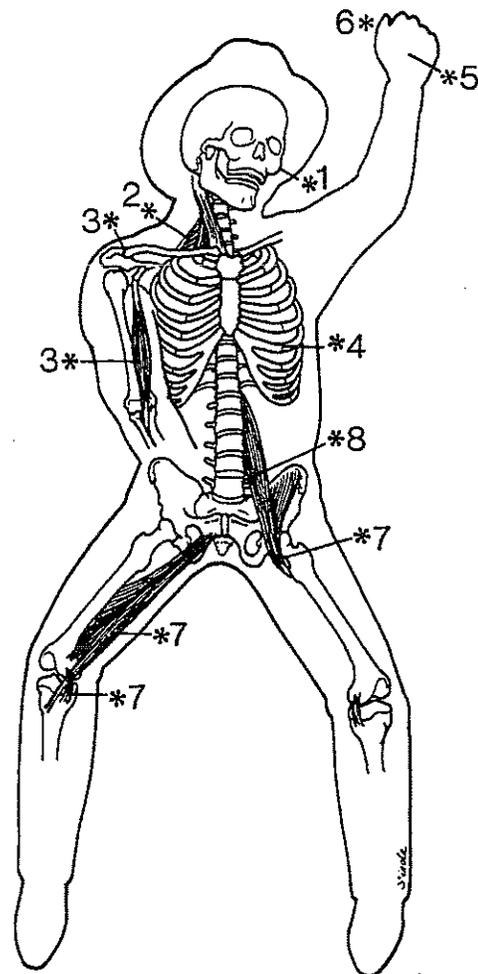


FIGURE 1. Classification of injuries: 1. head and face, 2. neck and back, 3. shoulder and upper extremities, 4. chest, 5. hand and wrist, 6. thumb, 7. hip, groin, lower extremities, and 8. internal injuries.

From the Departments of Emergency Medicine and Orthopaedic Surgery, Ochsner Medical Institutions, New Orleans, La.
Reprint requests to Gus A. Rush III, MD, Department of Orthopaedic Surgery, Ochsner Clinic, 1514 Jefferson Hwy, New Orleans, LA 70121.

TABLE 1. Categories of Injuries

Area of Injury	No. Patients	No. Injuries
1. Head and face	10	12
2. Neck and back	11	11
3. Shoulder/upper extremity	6	6
4. Chest	7	7
5. Hand and wrist	12	14
6. Thumb	10	10
7. Hip, groin, lower extremity	22	28
8. Internal injuries	0	0
Total	78*	88

*Ten patients had injuries in more than one category.

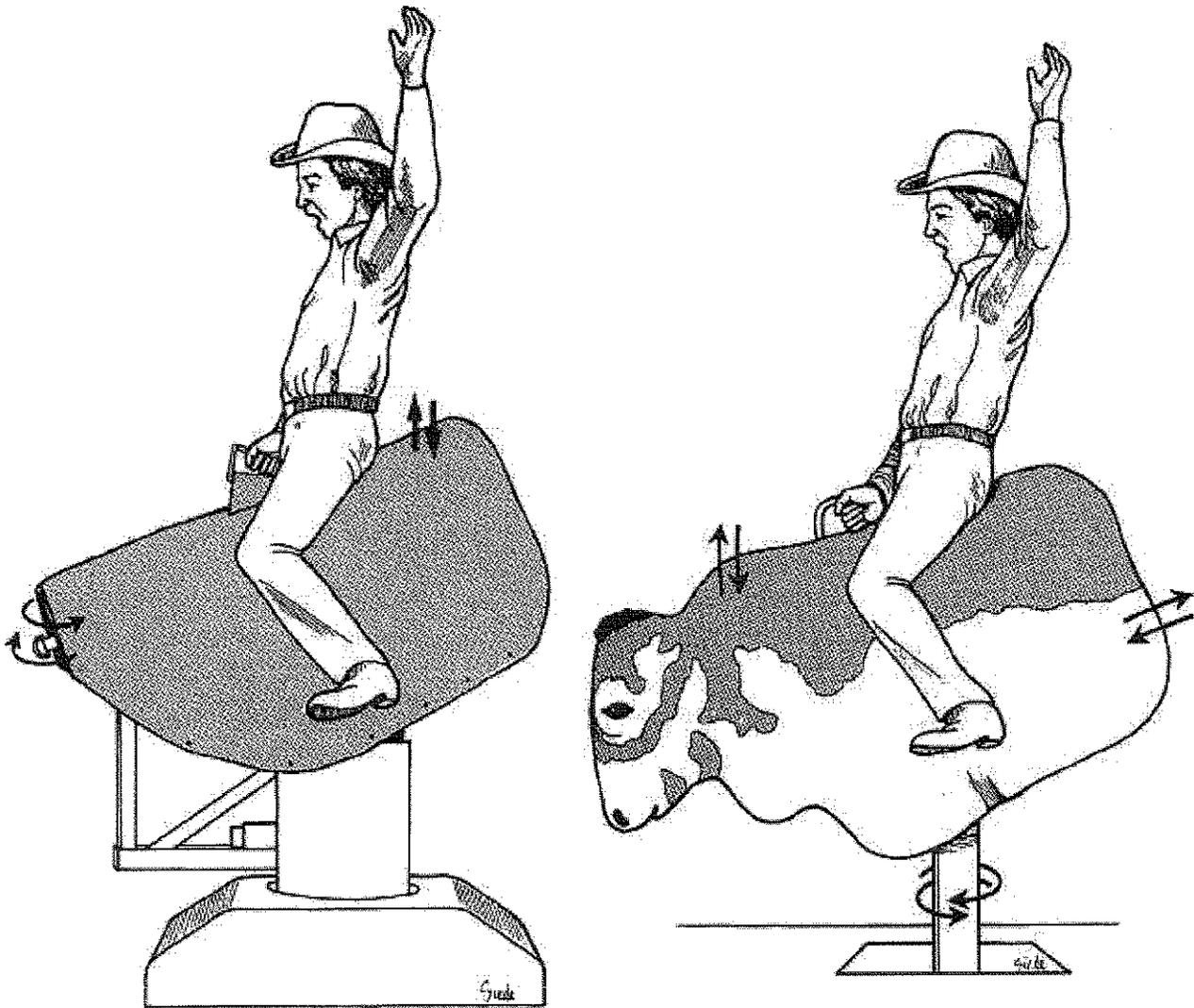


FIGURE 2. (Left) "El Toro" with basic saddle shell pistons up from the rear and rotates as shown, tending to throw rider backward. (Right) "Gold Nugget" with bull-shaped shell and cowhide cover pistons down from the front and rotates as shown, tending to throw rider forward.

rider forward while El Toro throws the rider backward. The handles for grasping and support are similar (Fig 3). Unlike riding a real bull, which requires full hand supination to grasp the rope, riding the mechanical bull requires the hand to be in a neutral vertical position to grasp the horn. The free arm is abducted and rotated externally (Fig 4). The elbow is slightly flexed and the hand is held above the head. The lower extremities are adducted with the knees in slight flexion to hold the shell.

TABLE 2. Features of the Most Popular Mechanical Bulls

El Toro—3 horsepower
800 pounds
ceiling clearance—12 feet
diameter clearance—20 feet
bucking mode—90 to 50 bucks per minute
Gold Nugget—12 horsepower
1,000 pounds
ceiling clearance—12 feet
diameter clearance—20 feet
bucking mode—85 to 20 bucks per minute

When the machine is turned on, the bucking motion is preset from one to ten which determines the rate and degree of difficulty. The spinning motion is controlled

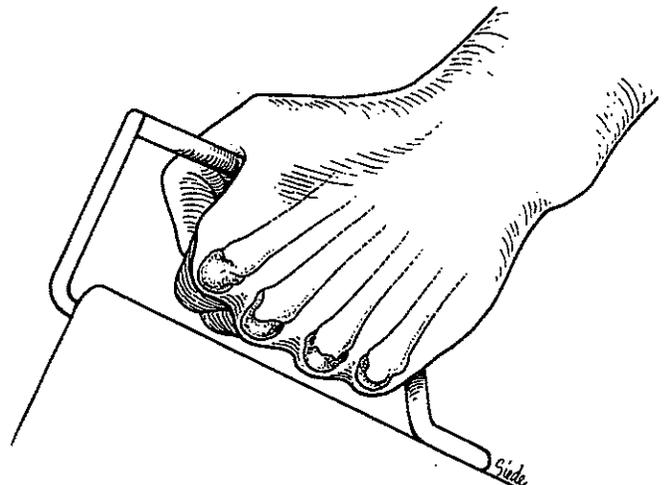


FIGURE 3. Metal "horn" or "handle" with leather covering. Proper grasp is shown with wrist in vertical or neutral rotation.

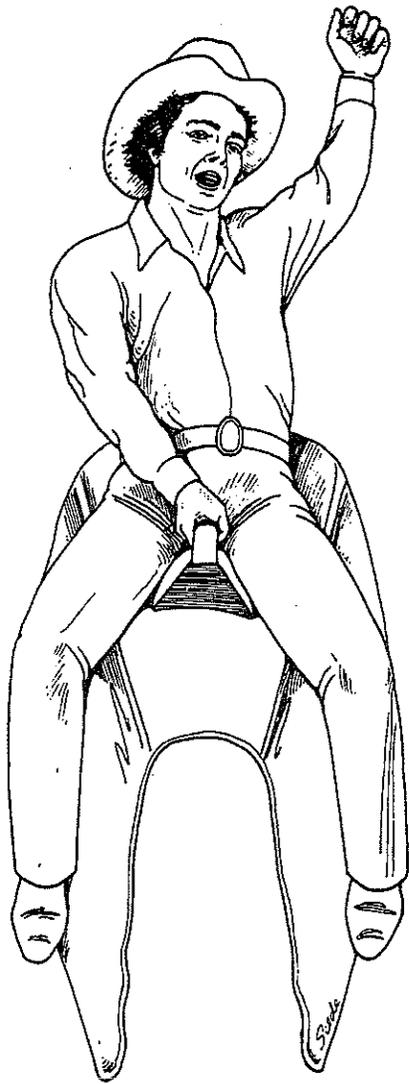


FIGURE 4. Proper position for riding bull, free arm in abduction and external rotation and legs adducted with knees in slight flexion.

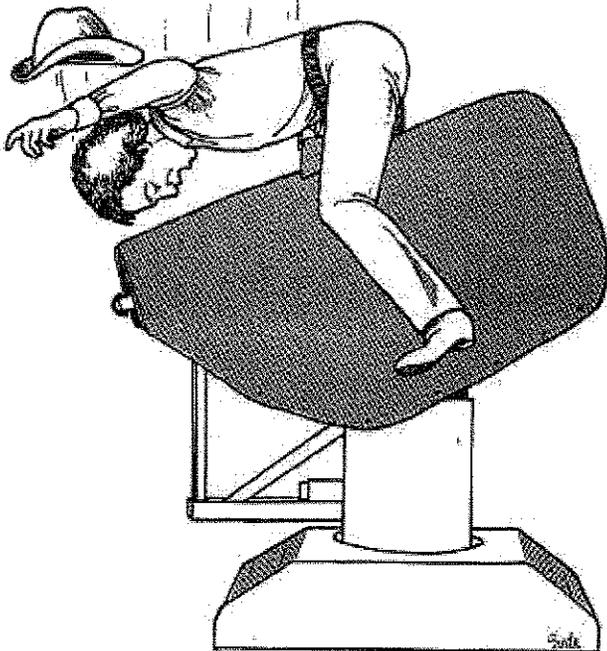


FIGURE 5. If free arm drops forward, rider may lose center of gravity and fall forward. Many facial, hand, and groin injuries occur in this manner.

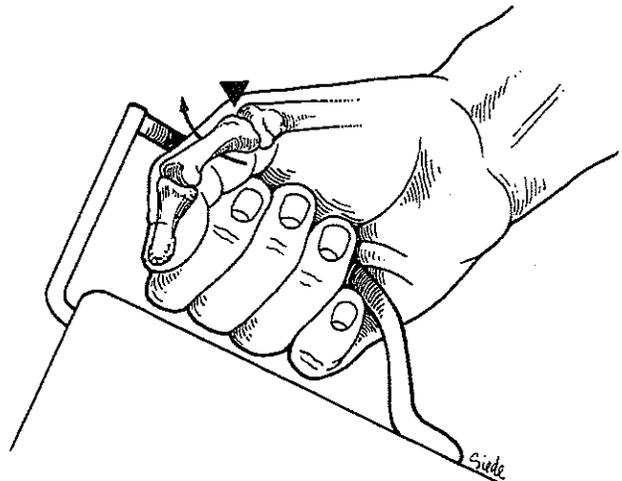


FIGURE 6. Mechanism of damage to radial border of thumb metacarpophalangeal joint. Injury occurs as body forces thumb into adduction with horn serving as fulcrum.

independently by an operator who can see the rider. This operator may turn off the machine at any time. If the rider allows his free arm to drop forward to the side of his body, his center of gravity moves forward and he usually somersaults off the front of the machine (Fig 5). Many head, face, neck, back, groin, chest, and hand injuries occur in this manner. When the selected degree of difficulty exceeds the rider's skill, particularly if he has been drinking alcohol excessively or is intoxicated, he may easily fall from or strike the machine, which can cause ligament, tendon, or muscle strains as well as contusion/blunt injury to various body areas.

Hand injuries occur when the rider allows the wrist and forearm to pronate, using the grasping hand to push himself away from the horn or bracing himself to prevent his body from striking the handle as the mechanical bull bucks forward and backward. Because of the motion of the machine and the technics required to complete a ride successfully, the hand and thumb are especially compromised. The injury that com-

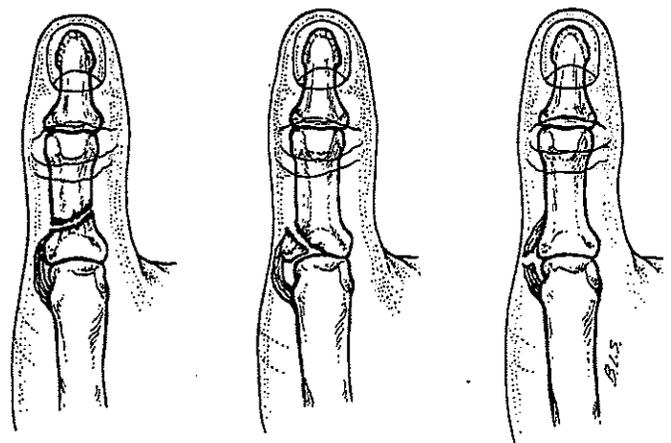


FIGURE 7. Injuries to the radial border of the thumb metacarpophalangeal joint: (left) radial oblique fracture, (center) radial marginal fracture, and (right) partial or complete strain of radial collateral ligament.

TABLE 3. Categories and Mechanism of Mechanical Bull Injuries

Category	Injuries	Mechanisms	No. in Ochsner Series
1	Facial contusion	Direct blow to the face with subsequent swelling, ecchymoses, and/or tenderness with possible facial bone fracture	2
1	Facial bone fracture (malar)	Same as above	1
1	Closed head injury	Direct blow to the skull	3
1	Epistaxis (traumatic)	Hemorrhage from the tissues of the nasal cavity caused by direct blow to the nasal region	2
1	Nasal bone fracture	Direct blow to the nose	1
1	Laceration (lips and infraorbital areas)	Blunt or sharp injury to the face	3
2	Cervical spine strain or neck strain	Forceful, abnormal range of motion of the neck	2
2	Lumbar contusion	Direct local lumbar injury	2
2	Transverse process fractures of the lumbar vertebrae	Direct blunt injury to the paraspinal lumbar region	3
2	Back strain	Direct trauma resulting in local tissue injury	1
2	Spinal cord injury with or without vertebral fracture	Forceful abnormal range of motion of the spine or vertebral compression	0
2	Brachial plexus stretch injury	Direct blow to the supraclavicular area with contralateral extension of the head and neck and posterior thrust of the involved shoulder	0
2	Lumbosacral sprain	Acute low back pain from stress of paraspinal muscles and/or ligaments	2
2	Coccygodynia	Direct blow as from a fall with subsequent constant pain locally	1
3	Acromioclavicular sprain, first degree	Fall onto the point of the shoulder with a leverage force as in a fall on the adducted arm	1
3	Acromioclavicular sprain, second degree	Same mechanism as No. 2	0
3	Acromioclavicular sprain, third degree	Same mechanism as No. 2	1
3	Rotator cuff sprain of the shoulder	Fall on the outstretched arm and rapid forced abduction of the arm	0
3	Contusion of the shoulder	Direct trauma resulting in local tissue injury	2
3	Traumatic tenosynovitis, tendinitis, or strain of the biceps muscles	Caused by repetitive forceful contraction of the biceps muscle	2
4	Contusion anterior chest	Direct trauma resulting in local tissue injury, swelling, and/or ecchymoses	2
4	Costochondral sprain	Sudden torsion movements of the trunk or direct chest pressure	2
4	Chest wall contusion	Direct blow to the chest wall	3
5	Metacarpophalangeal sprain	Hyperextension of the joint	5
5	Wrist sprain	Hyperextension, hyperflexion, or twisting injury	2
5	Contusion of hand	Direct trauma resulting in local tissue injury, swelling, and/or ecchymoses	3
5	Contusion of the thenar eminence first web space of the hand with thenar hematoma	Direct blow with subsequent ecchymoses	4
6	Fracture of the proximal phalanx of the thumb		
	A. Gamekeeper's thumb	First mechanism, hyperabduction of the MP joint of the thumb with resultant sprain or tear of the ulnar collateral ligament or marginal fracture of the proximal phalanx at the MP joint	1
	B. Bullrider's thumb	Second mechanism, adduction injury of the thumb with the MP joint as a fulcrum with resultant sprain or tear of the radial collateral ligament of the MP joint with/without a proximal phalangeal fracture at the MP joint radial side	3
6	Metacarpophalangeal joint sprain of the thumb		
	A. Abduction injury	Same as above	3
	B. Adduction injury	Same as above	2
6	Metacarpophalangeal dislocation of the thumb	Forcible hyperextension of the thumb	1
7	Gluteal medius strain	Caused by excessive forceful abduction of the hip with subsequent pain in the greater trochanteric area radiating proximal toward the iliac crest	1
7	Groin contusion	Direct blow to the groin with pain on passive extension and abduction of the hip	2
7	Scrotal contusion	Direct blow to the scrotum	2
7	Iliopsoas or groin strain (groin pull)	Excessive forcible contraction of the iliopsoas with the thigh flexed or forced into extension with resultant pain in the groin especially during hip extension or rotation	4

TABLE 3. (continued)

Category	Injuries	Mechanisms	No. in Ochsner Series
7	Abrasions of the medial aspect of the knees and thighs	Friction with local abrasions of the skin	4
7	Adductor strain/contusion/hematoma		8
	A. Adductor longus	Forced abduction of the thigh with localized pain in the ischial pubic region or the upper medial aspect of the thigh with some ecchymoses and/or swelling	
7	B. Adductor magnus strain	Forced straddling injury with pain in the ischial pubic region which may radiate along the medial aspect of the thigh and down to the medial femoral condyle area	
7	Ankle sprain	Inversion with involvement of the fibular collateral ligament	1
7	Knee contusion and/or sprain of medial collateral ligament	Direct blow to the medial knee as valgus stress is applied to the knee	6
8	Internal injuries	Severe contusion or rupture of muscle and/or viscera	0
		Rhabdomyolysis ²	0

monly occurs is a contusion and strain of the metacarpophalangeal joint and thenar aspect of the palm. Swelling occurs around the joint, the thenar eminence, and the palmar aspect of the first web space.

We have identified fractures of the proximal phalanx of the thumb, which occur as the body is

thrown forward against the thumb as it grasps the horn (Fig 6). The horn serves as a fulcrum, and, as the thumb is adducted, a radial collateral ligament sprain, a radial oblique fracture, or a radial marginal fracture of the proximal phalanx of the thumb results (Figs 7, 8, 9). "Gamekeeper's thumb," a similar injury to the



FIGURE 8. Radial oblique fracture of proximal phalanx of thumb.

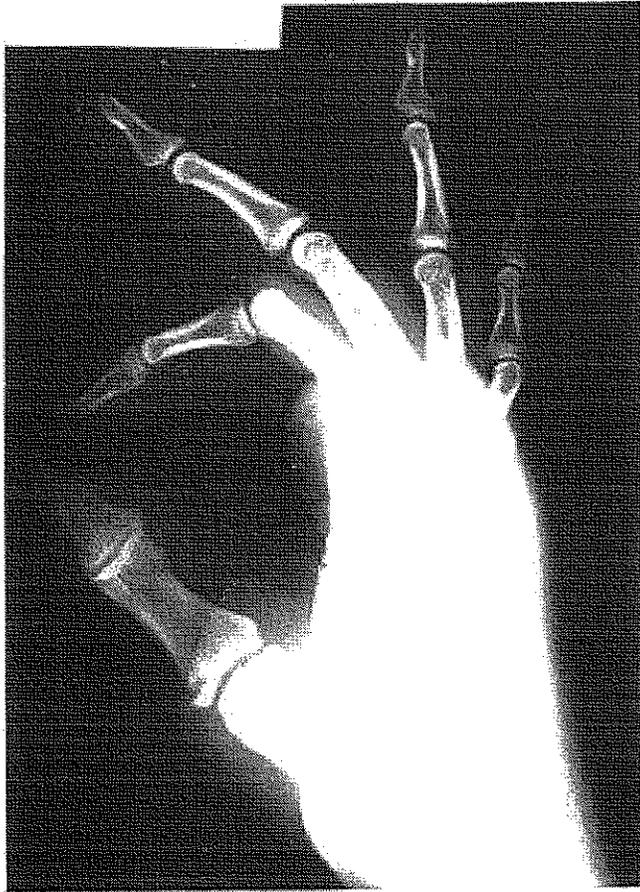


FIGURE 9. Radial marginal fracture of base of proximal phalanx of thumb.

ulnar border of the proximal phalanx of the thumb, may also occur (Fig 10). We refer to these types of injuries as "bullrider's thumb."

We have correlated 43 types of injuries with the mechanism of injury that may occur while riding the mechanical bull (Table 3, Fig 1). Refer to Table 1 for classification. Although the degree of injury is quite variable, hand injuries are specific for this machine.

PREVENTION

Precautions to be taken by the rider and operator should include the following: (1) adequate instructions

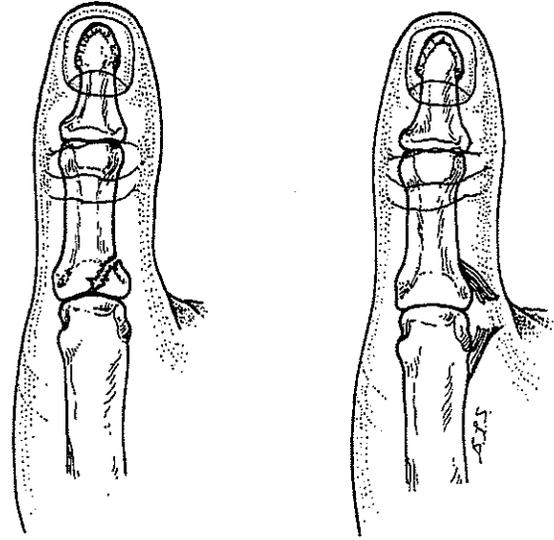


FIGURE 10. (Left) "Gamekeeper's thumb" with fracture of ulnar border of base of proximal phalanx of thumb. (Right) Drawing illustrates partial or complete strain of ulnar collateral ligament of thumb metacarpophalangeal joint.

should be given to the rider by the operator of the machine; (2) the riding area should be of an adequate size with sufficient padding; (3) the operator should be alert and concerned for the rider's safety; and (4) the rider should be sober.

Because the mechanical bull machine is expected to remain popular in the coming years, primary care physicians will be treating more injuries related to this device, which we have described as the mechanical bull syndrome.

Acknowledgments. The authors thank Ms. Barbara Siede, Alton Ochsner Medical Foundation, for the drawings; Charles A. Rush, Jr., MD, Fort Worth, Tex, for his advice after 25 years' experience as a rodeo physician; Sam Reeves, Burleson, Tex; Gilleys Bronco Shop, Pasadena, Tex; the Department of Medical Editing; and George Atkins, Department of Photography, Alton Ochsner Medical Foundation, New Orleans.

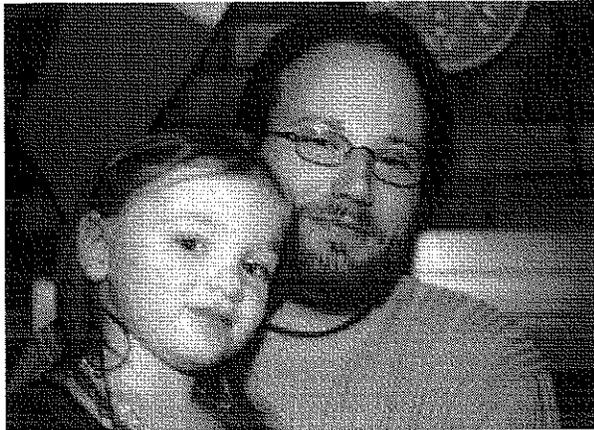
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Family sues over mechanical bull accident

Suit asks for \$50 million in punitive damages, disclosure on dangers



AUGUST 01, 2003 12:00 AM • JOYCE RUSSELLTIMES
STAFF WRITER

VALPARAISO -- The family of Joe White, the 28-year-old man paralyzed after being thrown from a mechanical bull at the Porter County Fair one week ago, is asking for \$50 million in punitive damages from the owner/operator of the ride.

They also are seeking unspecified compensatory damages.

According to family members and their attorney, Kenneth Allen, they want more.

The ride is "deceptive, fraudulent and needs to be stopped. The risks have to be eliminated," Allen said Thursday during a news conference announcing the filing of the lawsuit in Porter Superior Court.

"The risks are kept silent," Allen said. "The dangers are hidden. They don't say in a warning there is a steel frame beneath the pad."

It is the hidden steel frame they believe Joe White struck when the mechanical bull threw him off July 25. The fall resulted in White crushing two vertebrae. Doctors have given him a 4 percent chance of walking.

Doctors at Porter Memorial Hospital moved White back into the intensive care unit Thursday, said his father, Paul White.

"For the last two days he's been in a severe depression. The pain levels are excruciating," Paul White said. His son is suffering paralysis in his face and doctors are concerned he may have a blood clot in his lung, he said.

"Anger isn't the word. I'm devastated for him and his child," said Paul White. He said his son thought he would "have a little fun" when he took a ride on the mechanical bull, but the "fun ended up destroying the rest of his life."

"He told me if his injury can stop one other boy (from being injured), it is worth it," Paul White said.

Joe White has a 5-year-old daughter, Paige. Paul White said his son hasn't wanted his daughter to visit him in the hospital.

"She said 'Grandpa, I won't hurt him. I won't ride on his shoulders,' " Paul White said. Joe White's mother, Denise, sister, Jennifer, and brother, Matthew, who went to the fair with his brother, also attended the news conference.

The lawsuit was filed against Club Karaoke, doing business as Bullriders, and Cynthia Simmons of Seymour, Ind. An individual who answered the telephone for Club Karaoke on Thursday afternoon didn't comment, saying only "I don't understand" to questions about the business' possible connection to the mechanical bull ride. The telephone directory information system has no listing for Simmons. An Internet search found a telephone number for a Cindy Simmons in Seymour but resulted in an out-of-service recording.

The lawsuit does not name the Porter County Fair as a defendant, Allen said, because it had not been made aware of the injuries associated with the ride.

White is not the only person injured on the ride during fair week. Dustin Hrivrak, 19, of Kouts, while not named as a plaintiff at this time, also attended the news conference. He broke his wrist July 19 after riding the mechanical bull. Allen said no one made fair officials aware of Hrivrak's injuries.

Hrivrak said he didn't know until the next day his wrist was broken. At first, because of the "adrenaline rush" associated with the ride, there was no pain, but then he felt the injury and thought his wrist was sprained. An X-ray the next day proved otherwise.

He said the \$8 ride, which included a videotape, happened so fast, he was unsure if the break came from a fall from the ride or from trying to hang on.

Allen said Hrivrak may be added to the lawsuit in the future, and the lawsuit could develop into a class action lawsuit if other injured parties step forward.

Allen said the movie "Urban Cowboy" popularized mechanical bull rides several decades ago. They fell from grace because of similar accidents and only recently have resurfaced at carnivals and fairs. The rides are unregulated by the state.

Allen said the ride operator should have posted signs of the inherent dangers, warned of the steel support system laying underneath the protective pads and warned potential riders of how many people had been injured on the ride. He also criticized the operator for not inspecting the equipment after the accident or stop it to see how seriously the ride injured White.

"Accidents can happen, but it is no accident when you know people can be injured," Paul White said. "We as the general public feel that these rides are safe when we go to a fair."

Joyce Russell can be reached at joycer@nwitimes.com or (219) 762-4334.

MECHANICAL BULL RELEASE FORM

Ride at your own risk!

This machine may run at high speeds without warning and may not stop when you want it to. This mechanical bull is designed and built to throw you off.

I understand the danger of riding this mechanical bull. I understand that this machine may cause serious injuries from a fall, or from being thrown, or from even being near this machine. This mechanical bull is very hard on your wrist. If you are weak in the wrist, we suggest you do not ride. This machine may cause bruising or even broken bones from falling, riding or being thrown from this machine; including but not limited to dismemberment of fingers, arms, legs or other parts of the body, or injuries to the face, mouth, teeth, head and neck, spinal joints, ligaments or any injury to the body that we have not mentioned, including mental distress, or even death. I release and discharge the Aurora Public Schools, their agents, employees and directors, Taggerts Rentals, LLC, any agent or employee any and all liability for such injury resulting directly or indirectly, from such participation. We further recognize and agree that the Aurora Public Schools do not waive their defenses provided by the Colorado Governmental Immunity Act.

I also agree not to file suit against anyone in connection with this mechanical bull for any reason and also release the right for any of my family, friends or heirs past, present or future to file suit against anyone for my involvement with this mechanical bull.

NOTE: The air cushion could fail to soften the fall from this machine and it is possible that you may land on a hard or sharp surface. Please remove all jewelry before riding. If you are under age of 18, you must have parent or legal guardian permission. If you have any question or problems with the above, please do not ride.

I, the Undersigned, have read and agree to the above. Please complete all the information below.

Print Name: _____ Signature: _____

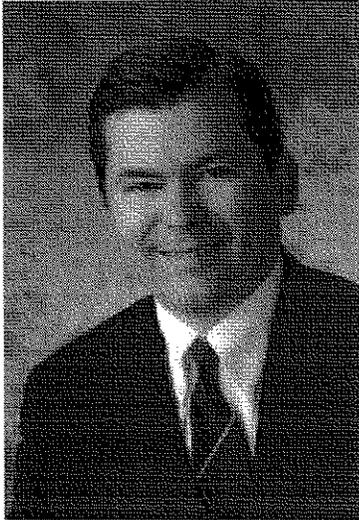
Date: _____

Guardian Name _____ Signature: _____

Date: _____

Mechanical bull finger amputation suit hearing moved due to plaintiff's hospitalization

4/27/2011 1:15 PM By Amelia Flood



Mudge

A hearing in a suit brought by a man who alleges a mechanical bull ride injured his finger so severely it had to be amputated has been moved.

According to an order signed April 25, plaintiff Timothy Cavins informed the court that he was in the hospital due to recent severe storms and could not attend the hearing set the same day.

Cavins is suing Fun Source Inc. for damages in excess of \$50,000 and costs.

He claims that Fun Source did not properly instruct him on how to ride the bull at a picnic he attended in 2006 and that the ride was unreasonably dangerous.

Cavins lost his finger due to injuries he claims to have suffered riding the bull.

Fun Source has not entered an appearance or filed an answer in the 2008 suit.

At one point, Cavins moved for a default judgment against the company but there has been little to no action in the suit for months.

Mudge had set the suit for either a status conference Monday or dismissal.

The new hearing date in the case is May 25 at 9 a.m.

Cavins represents himself.

The case is Madison case number 08-L-792.

Seager et al (1) were the first to describe the "urban cowboy syndrome," that is, patients with little mechanical bull riding experience who sustain orthopedic injuries after combining alcohol consumption and mechanical bull riding. Also described as "mechanical bull syndrome" and "empty saddle syndrome," multiple reports of mechanical bull-associated injuries were published in the early 1980s (1-3) We present a case of urban cowboy syndrome in the 21st century.

Discussion

In the early 1980s, the popular movie *Urban Cowboy* highlighted recreational mechanical bull riding in a drinking establishment. Spurred by the success of this movie and the popularity of the "cowboy western" macho image, mechanical bull use became a popular pastime in the United States and parts of Canada.

[FIGURE 1 OMITTED]

Mechanical bulls were initially designed to train professional rodeo riders by simulating the bucking of a live bull. (2) The mechanical bull consists of a metal object covered with leather and a saddle, on which a rider sits. The mechanical bull is attached to the floor by a mechanism that allows for 360-degree movement. Persons riding the bull are subjected to unpredictable movements up and down and side-to-side at various speeds. Success is measured by a rider's ability to stay in the saddle for an increasing duration of time while the mechanical bull "bucks."

Various orthopedic injuries secondary to mechanical bull riding have been described in the literature. (1-5) McConnell and Rush (2) published their experience treating 68 patients who presented after traumatic injury from riding a mechanical bull. Of the 84 injuries found, 32% involved the hip, groin, or lower extremity. In addition, a high incidence of facial and metacarpal injuries was associated with falls from the mechanical bull.

Seager et al, (1) who coined the phrase urban cowboy syndrome, described 20 cases of mechanical bull-associated trauma. Injuries ranged from minor sprains to fractures of the thumb and lumbar vertebra. Interestingly, the authors noted that patients in their series were for the most part inexperienced bull riders, had consumed alcohol, and had isolated orthopedic injuries.

Eyck et al (3) described 30 patients with orthopedic injuries after mechanical bull falls. In this study, injuries were more likely to be in the upper extremity (74%), and ranged in severity from sprains and contusions to fractures and dislocations. Three of the 30 patients required hospital admission, but no instability was described in any.

Myoglobinuria associated with mechanical bull use has been described twice in the literature, both cases in otherwise healthy males with no other orthopedic injury. (6), (7) Neither patient developed renal insufficiency and the myoglobinuria cleared without additional morbidity.

Overall, injuries reported in the literature associated with mechanical bull use are orthopedic in nature and predominately involve the upper extremities. Injury involves one of two mechanisms. First, trauma associated with forceful, unpredictable movements of the mechanical bull while the patient is seated in the saddle produce the common hand and upper extremity injuries. Second, patients thrown from the bull sustain additional injuries when they strike either the floor or the mechanical bull itself. In this view, our patient is unique, as his injury occurred before even entering the saddle.

We report a case of severe straddle injury resulting in symphysis diastasis, urethral injury, and significant retroperitoneal hematoma resulting in cardiovascular instability secondary to mechanical bull riding. To our knowledge, this is the most severe mechanical bull injury reported in the literature. Also, no reports of injuries since the early 1980s were found, and no previous reports describe mechanical bull trauma occurring in any country other than the United States.

Conclusion

Mechanical bull injuries may still occur and result in significant injury. Physicians caring for trauma patients should be aware of the potential for unstable patients presenting after mechanical bull riding.

Check your hand the next time you point your finger At someone else. Notice that three fingers are pointing back at you.

--Author unknown

Accepted March 24, 2003.

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RELATED ARTICLE: Key Points

- * The urban cowboy syndrome refers to injuries that combine mechanical bull riding, alcohol use, and subsequent orthopedic injury.
- * Mechanical bull injuries may occur and require acute care.
- * Hemodynamic instability can be associated with the urban cowboy syndrome.

RELATED ARTICLE: Case Report

A previously healthy 32-year-old man presented via ambulance to the emergency department with a chief complaint of low back pain. Two hours before presentation, the patient had attempted to ride a mechanical bull after consuming an undetermined amount of alcohol. While straddling the seat, the mechanical bull was inadvertently engaged, striking the subject in the perineal area. The patient was thrown from the bull to the ground, which was padded with foam. Witnesses stated that there was no head trauma and no loss of consciousness. The patient felt immediate low back pain, but was able to ambulate after the fall.

After returning home, the patient experienced increasing lumbar and suprapubic pain. He was able to void, and denied gross hematuria but had difficulty initiating urination. The patient's wife contacted the emergency medical services and he was transported by ambulance to the emergency department, approximately 1 hour after falling from the mechanical bull.

On assessment in the emergency department, the patient's initial vital signs were blood pressure, 132/75 mm Hg; heart rate, 71 beats/min; and respiratory rate, 16 breaths/min. He denied any loss of consciousness or head, neck, or chest pain. He had moderate low back pain but was able to ambulate

with assistance. The patient was found to have no cervical spine tenderness and had a normal neurologic, cardiovascular, and respiratory examination. Abdominal examination revealed diffuse pain over his lower abdomen but normal bowel sounds and no voluntary or involuntary guarding. Genitourinary examination revealed no bruising or other signs of trauma except for tenderness over the symphysis pubis. There was also midline pain over the lower lumbar spine but no gross pelvic movement. No other evidence of trauma was found on completion of the secondary survey. Initial laboratory investigation revealed hemoglobin of 134 g/L (13.4 g/dl), a white blood cell count of 20×10^9 /L (20,000/[mm.sup.3]), and a hematocrit of 0.383 (38.3%), with normal indices. Electrolytes, blood glucose, urea, and creatinine were within normal limits.

The patient had IV administration of normal saline and received morphine 5.0 mg IV for analgesia. Approximately 30 minutes after the morphine administration, the patient's blood pressure decreased to 72/42 mm Hg, at which time a second IV line was inserted and the patient was administered a bolus of 1,000 ml of normal saline. Repeat blood pressure was 100/62 mm Hg and hemoglobin measured approximately 1 hour later was 116 g/L (11.6 g/dl).

After hemodynamic stabilization, radiographs of the chest, lumbar spine, and pelvis were obtained. The chest and lumbar spine radiographs were normal, but the pelvic radiograph demonstrated a symphysis diastasis of 2.5 cm (Fig. 1).

The patient then attempted to void, which produced gross hematuria. Repeat blood pressure was 110/60 mm Hg and the patient complained of increasing lower abdominal pain and the need to urinate. Abdominal examination revealed increased tenderness and guarding in the suprapubic area.

An abdominal computed tomographic scan demonstrated symphysis diastasis, mild widening of the bilateral sacroiliac joints, and a retroperitoneal hematoma in the space of Retzius. A retrograde urethrogram and cystogram demonstrated a Type 1 posterior urethral injury (mild "stretching" of the prostatic urethra).

The patient remained stable and was admitted to the hospital for observation by the trauma service after the urology service inserted a Foley catheter. On the ward, the patient complained of ongoing abdominal discomfort. Repeat complete blood count assessment revealed hemoglobin of 67 g/L (6.7 g/dl) approximately 18 hours after emergency department presentation. The patient remained hemodynamically stable and received a transfusion of 2 U of packed red blood cells (PRBCs).

Abdominal computed tomography was repeated because of presumed ongoing blood loss and demonstrated an enlargement of the previously noted retroperitoneal hematoma, but no previously unreported injuries. In addition, a repeat cystogram was obtained, which again demonstrated no bladder injury. No acute intervention was deemed necessary and the patient received transfusion of an additional 2 U of PRBCs. Repeat hemoglobin measured after 4 U of PRBCs was 71 g/L (7.1 g/dl), and the patient remained stable.

Over the next few days, the patient's hemoglobin stabilized and he was gradually able to ambulate. He was discharged to home 8 days after admission with hemoglobin of 81 g/L (8.1 g/dl). Follow-up assessment with the trauma and urology service 9 days after discharge found the patient to be ambulatory with only mild difficulty. He was able to urinate without problem and had no other complaints. His measured hemoglobin was 98 g/L (9.8 g/dl).

Shortly after this incident, this mechanical bull was removed. At present, there are no mechanical bulls in Winnipeg.

Robert S. Green, BSC, MD, FRCPC, and Ron Maier, MD

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**CITY OF HOBOKEN
ORDINANCE NO.: _____**

**AN ORDINANCE TO AMEND SECTION 39-8.1
TITLED “FEES” WITHIN CHAPTER 39,
ENTITLED “DEPARTMENT OF HUMAN SERVICES”**

WHEREAS, Section 39-8.1 of the Administrative Code of the City of Hoboken titled “Fees” currently provides that no cooking equipment shall be supplied by the City or brought in by the individual or entity renting Sinatra Park Café; and

WHEREAS, the Administration wishes to amend this language to permit caterers and restaurants to provide food and beverages to parties renting Sinatra Park Café with certain restrictions.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hoboken that Chapter 39 of the Administrative Code of the City of Hoboken shall be amended as follows (additions noted in underline; ~~deletions~~ noted in ~~strikethrough~~):

SECTION ONE: AMENDMENTS

§ 39-8.1 Fees.

The following rental fees shall be imposed for use of the following City properties:

Rental Fee

Sinatra Park Soccer Field	\$125.00/hour
1500 Park	\$125.00/hour
Maxwell Field	\$125.00/hour
Multi-Service Center Gym (for Sporting Events)	\$125.00/hour

Rental Fee	Business Entities	Individuals (Residents Only)	Minimum Hours
Sinatra Park Café	\$125.00/hour	\$50.00/hour	3 hours

If the individual or entity seeking use of the aforementioned fields, café or gymnasium is a nonprofit organization, the foregoing fees shall be waived, but in any event the user must supply an insurance rider indemnification. The individual or entity agrees to clean the field, café or gymnasium at their own cost and expense at the end of the rental period.

Use of Sinatra Park Café shall include use of the structure and the patio; however, no cooking equipment shall be supplied by the City ~~or brought in by the individual or entity renting the space.~~ Small appliances, including, but not limited to, coffee makers, microwave ovens and small refrigerators, are permitted to be used in Sinatra Park Café, but electric portable cooking surfaces, such as hot plates or open coil cooking appliances, are not permitted. Canned heating units, such as Sterno, are permitted to be used in Sinatra Park Café with chafing dishes only to keep food and/or beverages warm. The individual or entity responsible for renting Sinatra Park Café must ensure that he, she or it has obtained any necessary permits to use canned heating units. The following utilities shall be made available at Sinatra Park Café, upon request: electricity, heat and water.

Registration fees for all recreation programs are as follows:

Applicant Type	Applicant Status	Registration Fee
Child/Student/Adolescent	Resident	\$25 per program
	Nonresident	\$35 per program
	<u>Nonresident who attends any Hoboken school</u>	<u>actual cost of program per individual</u>
Adult	Resident	\$60 to \$100 per program based on actual costs
	Nonresident	\$60 to \$100 per program based on actual costs plus \$10 per program for nonresident administrative fees

Both residents and non-residents must comply with the underlying residency rules for the particular activity in question. Proof of residency or enrollment in a Hoboken school must be shown with registration. Documents that demonstrate residency are copies of the following: a valid driver's license, lease, deed recent utility bill or tax record. Documents that demonstrate

enrollment in a Hoboken school are a copy of a current school year's tuition bill or a current letter from the educational institution stating that the individual is a registered student.

The Director of the Division of Health and Human Services shall determine, in his or her sole discretion, the adult recreation fees per program per year, within the limits set herein. The fee determination shall be based on actual costs per person per program. The Director's determined fee for each adult program shall be set in writing and delivered to the City Council prior to the Director and the Recreation Department accepting annual registrations for said program and shall be amended on not less than an annual basis.

SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS

All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only however, to the extent of such conflict or inconsistency, it being the legislative intent that all ordinances or part of ordinances now existing or in effect unless the same being conflict or are inconsistent with any provision of this Ordinance shall remain in effect.

SECTION THREE: SEVERABILITY

The provisions of this Ordinance are declared to be severable, and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not effect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remain in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION FOUR: EFFECTIVE DATE

This Ordinance shall take effect upon passage and publication as provided by law.

SECTION FIVE: CODIFICATION

This Ordinance shall be a part of the code of the City of Hoboken as though codified and fully set forth therein. The City Clerk shall have this Ordinance codified and incorporated in the official copies of the Code.

The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

Date of Introduction: 19 September, 2012

Introduction:

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Carol Marsh				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

Final Reading:

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Carol Marsh				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

Approved as to Legal Form:

Mellissa L. Longo, Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2012

James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-OR-

Approved by the Mayor
On the ____ day of _____, 2012

Dawn Zimmer, Mayor

1st reading
9-19-12

Sponsored by: _____

Seconded by: _____

**CITY OF HOBOKEN
ORDINANCE NO.: _____**

**AN ORDINANCE TO AMEND SECTION 59A-31
TITLED "STAFF" WITHIN CHAPTER 59A,
ENTITLED "DEPARTMENT OF PUBLIC SAFETY"**

WHEREAS, Section 59A-31 of the Administrative Code of the City of Hoboken titled "Staff" currently establishes the staffing levels for the Division of Fire within the Department of Public Safety; and

WHEREAS, the Administration obtained permission from the City Council to apply for the Staffing of Adequate Fire and Emergency Response (SAFER) grant program; and

WHEREAS, the Administration has been advised that it will be awarded \$1,118,600.00 to hire eight (8) additional firefighters for a two-year period; and

WHEREAS, one of the conditions for the SAFER grant program is that the City of Hoboken must maintain staffing at the level that existed at the time of the grant award as well as the SAFER-funded staffing for the two-year commitment;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hoboken that Chapter 59 of the Administrative Code of the City of Hoboken shall be amended as follows (additions noted in underline; ~~deletions~~ noted in ~~strikethrough~~):

SECTION ONE: AMENDMENTS

The staff of the Division of Fire shall not exceed the following sworn personnel, within the budgetary constraints established by the Council:

Rank/Position	Number
Chief	1
Battalion Chiefs	7
Captains	30
Firefighters	<u>6875</u>

At the end of the funding period for the SAFER grant, the staffing levels for the firefighter position shall return to 68.

SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS

All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only however, to the extent of such conflict or inconsistency, it being the legislative intent that all ordinances or part of ordinances now existing or in effect unless the same being conflict or are inconsistent with any provision of this Ordinance shall remain in effect.

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Date of Introduction: September 19, 2012

Introduction:

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Carol Marsh				
Elizabeth Mason				
David Mello				
Tim Occhipinti				

Michael Russo				
President Peter Cunningham				

Final Reading:

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Carol Marsh				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

Approved as to Legal Form:

Vetoed by the Mayor for the following reasons: _____

 Mellissa L. Longo, Corporation Counsel

Adopted by the Hoboken City Council
 By a Vote of ____ Yeas to ____ Nays
 On the ____ day of ____, 2012

-or-

Approved by the Mayor
 On the ____ day of ____, 2012

 James Farina, City Clerk

 Dawn Zimmer, Mayor