

RECEIVED

CONTRACT FOR SERVICES

APR 18 2017

This Agreement is by and between the City of Hoboken ("the City"), a Municipal Corporation in the State of New Jersey with a principal office located at 94 Washington Street, Hoboken, New Jersey 07030, and Propark America NY LLC ("Propark") with its principal place of business located at One Union Place, Hartford, CT 06103.

WHEREAS, pursuant to Hoboken City Council Resolution No. TS1 dated March 15, 2017, the City awarded a contract to Propark to professionally operate the off-street parking facilities owned by the City; and,

WHEREAS, this contract shall be in the not to exceed amount of Five Hundred Eighty Five Thousand Two Hundred Forty Eight Dollars and Sixty Four Cents (\$585,248.64); and,

WHEREAS, Propark will be required to continue to abide by all State and Local "Pay-to-Play" requirements, including but not limited to the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Code of the City of Hoboken, all Affirmative Action laws, and all other laws and regulations relating to public contractors, the Open Public Records Act, and the Local Public Contract Law; and,

WHEREAS, this contract was awarded following a public bidding process and therefore is not subject to the "Pay-to-Play" laws of the State of New Jersey and the City of Hoboken.

NOW, THEREFORE, in consideration of the mutual covenants and promises therein contained, the parties heretofore agree as follows:

1. Contract Documents. The following documents are hereby incorporated by reference into this Agreement:

- a) City Council Resolution #TS1 dated March 15, 2017; and,
- b) Propark's bid proposal for professional operation of the City's parking garages, in response to Bid No. 17-01; and,
- c) Bid No. 17-01; and,
- d) Affirmative Action Compliance Forms.

2. Scope of Work. Propark agrees to strictly comply with all the terms and conditions set forth in (1)(a) through (1)(d) above.

3. Conflicts. Propark agrees to strictly comply with all the terms and conditions set forth in: (1) this Agreement; (2) Resolution #TS1 dated March 15, 2017; (3) Propark's bid proposal in response to Bid No. 17-01; and (4) the specifications set forth in Bid No. 17-01, in that order, with the terms thereof being subject to the item listed beforehand and being repealed if inconsistent with the item listed beforehand.

4. Contract Sum. The contract sum shall not exceed Five Hundred Eighty Five Thousand Two Hundred Forty Eight Dollars and Sixty Four Cents (\$585,248.64) and for a term of one (1) year to expire on April 1, 2018, with four (4) one (1) year options to extend, which options shall be at the sole discretion of the City. Propark's maximum billable rates shall be in accordance with their proposal. Propark hereby agrees to notify the City, in writing through the Business Administrator, when invoices have reached Eighty Percent (80%) of the not to exceed amount established herein, specifically, \$468,198.91. Propark agrees to further notify the City, in writing through the Business Administrator, when invoices have reached One Hundred Percent (100%) of the not to exceed

amount. Propark acknowledges that the City has not authorized and may not be held liable for any amounts billed above the not to exceed amount. Propark acknowledges no liability by the City for charges above the herein not to exceed amount unless and until the City Council authorizes an increase in the amount in accordance with applicable laws, which increase shall be at the sole discretion of the City Council, with or without cause, and subject to the available appropriations of the City. Propark agrees to provide the City with detailed monthly invoices.

5. Non-Appropriations Clause. If the City fails to appropriate funds necessary to effectuate this Agreement, this Agreement shall terminate immediately upon notice to Propark, subject only to payment for services rendered prior to said notice. No damages may accrue against either party for termination based on failure to appropriate.

6. Contract Term/Termination. The term of this Agreement shall heretofore expire on April 1, 2018, unless renewed by the City in accordance with Resolution TS1. No minimum payment is implied or guaranteed and the City reserves the right to cancel this Agreement at any time and Propark shall only be paid for the work completed.

7. Assignment. This Agreement may not be assigned by Propark without the prior written consent of the City of Hoboken.

8. Third Party Beneficiaries. No third party beneficiaries are intended or implied. Any subcontractors utilized by Propark are the sole responsibility of Propark.

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

10. Compliance. Propark shall comply with the requirements of N.J.A.C. 17:27 et seq. regarding Affirmative Action (see attached Addendum A), regarding Equal Employment Opportunity, and regarding City of Hoboken's "Public Contracting Reform Ordinance." Propark will execute any and all forms and provide any and all documents required to ensure compliance with these requirements.

11. Record Retention and Availability. Propark covenants to retain all records relating hereto for the period required by law, according to the rules and regulations established by the New Jersey Division of Archives and Record Management. With prior written approval of the City Clerk and Corporation Counsel, Propark may forward all records to the City for archiving and maintenance when said records are no longer needed by Propark, and Propark shall at all times, and within the time limits set out under New Jersey's Open Public Records Act make any and all documents relating to representation available to the City. Should any documents requested by the City for purposes of OPRA and/or FOIA be exempt and/or subject to privilege, Propark covenants to forward a privilege/exemption log to the City in place of those documents.

Propark shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request in accordance with N.J.A.C. 17:44-2.2.

12. Prevailing Wage Requirements. In the event it is found that any worker, employed by Propark or any subcontractor covered by this agreement, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the City Council of the City of Hoboken may terminate the contractor's or subcontractor's right to proceed with the work, or such part of

the work as to which there has been a failure to pay required wages, and to prosecute the work to completion or otherwise.

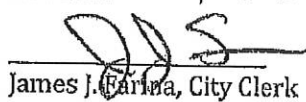
IN WITNESS WHEREOF, the parties have executed this AGREEMENT on this _____
day of _____, 2017.

ATTEST:



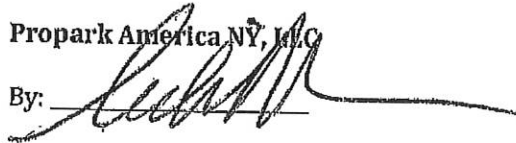
ATTEST:

4-26-17


James J. Farina, City Clerk

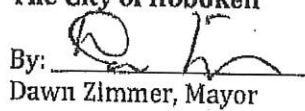
Propark America NY, LLC

By:

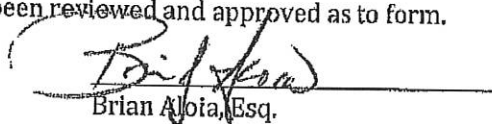


The City of Hoboken

By:


Dawn Zimmer, Mayor

The aforementioned Agreement has been reviewed and approved as to form.



Brian Aloia, Esq.

Corporation Counsel for the City of Hoboken

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF HOBOKEN'S PUBLIC
CONTRACTING REFORM ORDINANCE**

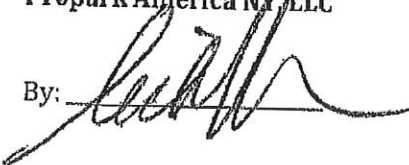
Propark America NY, LLC hereby certifies that it has reviewed the City of Hoboken's "Public Contracting Reform Ordinance" (§20A-11 et seq.) and that is not applicable to this contract, which was awarded to **Propark America NY, LLC** as the lowest, responsible, and responsive bidder after public advertising for bids pursuant to §20A-16 (Exemptions).

Propark America NY, LLC further certifies that it is aware of and will comply with its continuing duty to report any violations of the Ordinance that may occur during the negotiation, proposal process or the completion of the performance or specified time period of this Agreement.

ATTEST:



Propark America NY, LLC

By: 

ADDENDUM A

P.L. 1975, c. 127 (N.J.A.C. 17:27)
Mandatory Affirmative Action Language
Procurement, Professional or Service Contract

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

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

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

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

The contractor and subcontractor, where applicable, agrees to comply with any regulations, promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1097, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

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

The contractor or subcontractor shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Officer for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

We hereby agree to comply with the above regulations and mandatory language under the requirements of the State of New Jersey Affirmative Action Office during the year 2002 for professional services to any Public Agency, County, Municipality or Township as may be applicable.

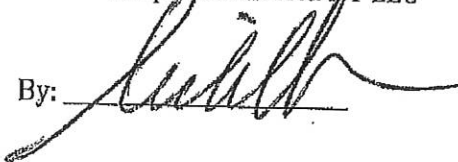
Propark hereby certifies that it has reviewed Addendum A and that it has not taken any actions in violation of the requirements within one calendar year immediately preceding the date of this Agreement.

Propark further certifies that it is aware of and will comply with its continuing duty to prevent and/or mitigate any conduct which may occur during the negotiation, proposal process or the completion of the performance or specified time period of this Agreement.

ATTEST:



Propark America NY LLC

By: 

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

751

MAR 15 2017

SPONSORED BY:
SECONDED BY:

James J. S. S. S.

[Signature]

CITY CLERK

CITY OF HOBOKEN
RESOLUTION NO.:

RESOLUTION AWARDING A ONE YEAR CONTRACT TO PROPARK
AMERICA NY, LLC TO PROVIDE PROFESSIONAL OPERATION OF
THE OFF-STREET PARKING FACILITIES SERVICES IN THE
AMOUNT OF \$585,248.64

WHEREAS, the City of Hoboken requires the services of a qualified entity to professionally operate of the off-street parking facilities owned by the City; and,

WHEREAS, the City sought bidders for said services by way of Bid No. 17-01, and received the following responses:

COMPANY	BID PRICE	EXCEPTIONS
SP Plus Corporation 200 E. Randolph Street Suite 7700 Chicago, IL 60601	\$550,763.20	Yes
Propark America NY, LLC One Union Place Hartford, CT 06103	\$585,248.64	No
LAZ Parking NY/NJ, LLC 333 West 39 th Street, Suite 602 New York, NY 10018	\$694,964.80	Yes

WHEREAS, although SP Plus Corporation was the low bidder, their bid was not responsive because it contained exceptions and therefore is rejected; and,

WHEREAS, although SP Plus Corporation sent a letter after the bid opening offering to withdraw their exceptions, accepting such withdrawal after the bid opening would provide SP Plus Corporation with an unfair advantage; and,

WHEREAS, the Administration recommends awarding a contract to Propark America NY, LLC the lowest, responsive, and responsible bidder, in the amount of \$585,248.64 for a period of one (1) year, with a term to begin on April 1, 2017 and expire April 1, 2018, with four (4) separate one (1) year options to extend, both of which options shall be at the sole discretion of the City, in accordance with the bid specifications.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that Propark America NY, LLC is awarded a contract for a not to exceed amount of \$585,248.64 for a one (1) year term to begin on April 1, 2017 and expire on April 1, 2018, with four (4) separate one (1) year options to extend, both of which options shall be at the sole

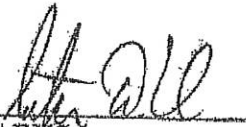
discretion of the City, in accordance with the bid specifications, for professional operation of the off-street parking facilities services as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of Bid No. 17-01 and Propark America NY, LLC's responsive proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee, to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.

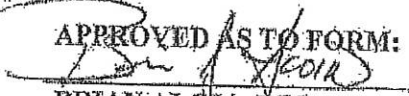
Meeting date: March 15, 2017

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

APPROVED:


STEPHEN MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:


BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A ONE YEAR CONTRACT TO PROPARK AMERICA NY, LLC TO PROVIDE PROFESSIONAL OPERATION OF THE OFF-STREET PARKING FACILITIES SERVICES IN THE AMOUNT OF \$585,248.64

AMOUNT TO BE CERTIFIED:

\$585,248.64

ACCOUNT NUMBER TO CERTIFY FROM:

\$48,770.72 from temporary budget 7-31-55-702-002
\$536,477.92 remaining when full budget is adopted

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$585,248.64 is available in the following appropriation: \$48,770.72 from 7-31-55-702-002 from the 2017 temporary appropriations; and I further certify that upon the adoption of the CY2017 final budget, I will immediately review same to determine whether the additional \$536,477.92 balance is available and appropriated in the CY2017 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation and are intended for the purpose herein committed.

Signed: George DeStefano, George DeStefano, CFO

by [Signature]
3/15/17