

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING AN AMENDED AND RESTATED REDEVELOPMENT AGREEMENT BETWEEN THE JERSEY CITY REDEVELOPMENT AGENCY AND BRIGHT AND VARICK URBAN RENEWAL, LLC FOR PROPERTY LOCATED WITHIN THE BRIGHT & VARICK REDEVELOPMENT AREA**

**WHEREAS**, the Agency and the Redeveloper entered into an Redevelopment Agreement dated April 4, 2013, as amended by a First Amendment dated August 13, 2013 for certain premises located within the Bright & Varick Redevelopment Area (collectively, the "Redevelopment Agreement") pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.; and

**WHEREAS**, pursuant to said Redevelopment Agreement, the Redeveloper intended to construct a mixed-use, micro housing project containing approximately eighty-seven (87) residential rental units with some portion of the ground floor possibly devoted to commercial space on the Project Premises (the "Project"); and

**WHEREAS**, the Redeveloper had submitted a Letter of Intent to the Agency with proposed changes to its ownership interests, as well as proposed changes to the scope of the redevelopment project; and

**WHEREAS**, the Agency consented to the changes in the ownership interests in the Redeveloper and the proposed scope of the project; and

**WHEREAS**, on March 20, 2018, the Agency Board of Commissioners approved Resolution 18-03-23; and

**WHEREAS**, the Redeveloper and the Agency's Executive Staff have negotiated terms for an Amended and Restated Redevelopment Agreement substantially in the form as on file with the Agency; **NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that:


**Section 1.** The recitals above are hereby incorporated herein as if set forth at length.

**Section 2.** The Amended and Restated Redevelopment Agreement substantially in the form as on file with the Agency between the Jersey City Redevelopment Agency and Bright and Varick Urban Renewal, LLC is hereby authorized and approved.

**Section 3.** The Chairman, Vice-Chairman, Executive Director, and/or Secretary of the Agency are hereby authorized to execute any and all documents necessary including, but not limited to the Amended and Restated Redevelopment Agreement, to further effectuate this Resolution and subject to the review and approval of the Agency's General Counsel and/or Special Redevelopment Counsel.

**BE IT FURTHER RESOLVED,** that the Chairman, Vice Chairman, and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate this Resolution subject to the review and approval of the Agency's General Counsel.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Special Meeting of May 29, 2018.

  
 \_\_\_\_\_  
 Acting Secretary

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown				✓
Douglas Carlucci	✓			
Evelyn Farmer	✓			
Erma D. Green	✓			
Rolando R. Lavarro, Jr.	✓			
Darwin R. Ona				✓
Daniel Rivera	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING PROFESSIONAL SERVICES CONTRACT WITH CME ASSOCIATES FOR PHASE VI SITE IMPROVEMENTS AND BASEBALL FIELD NETTING AT BERRY LANE PARK WITHIN THE MORRIS CANAL REDEVELOPMENT AREA**

**WHEREAS**, in furtherance of the goals and objective of the local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.) the Jersey City Redevelopment Agency (the "Agency") requires professional engineering services from time to time; and

**WHEREAS**, the Agency has a need to obtain professional engineering services for Phase VI site improvements, baseball field netting, at Berry Lane Park (the "Project") in the Morris Canal Redevelopment Area; and

**WHEREAS**, CME Associates ("CME") has submitted a proposal to provide said services for the project, dated May 24, 2018, for a contract amount not to exceed seventy thousand, six hundred twenty-two dollars (\$70,622.00); and

**WHEREAS**, Agency staff recommends entering into said contract, for a term of one (1), for said amount; and

**WHEREAS**, said services are of a professional nature as to come within the purview of N.J.S.A. 40A:11-5(1)(a)(I) as being a contract for rendition of professional services that do not require competitive bidding; and

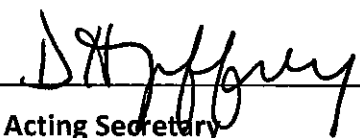
**WHEREAS**, notice of the award of this contract shall be published in a newspaper of general circulation in accordance with N.J.S.A. 40A:11-5(1)(a)(I); and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that:

1. The above recitals are hereby incorporated herein as if set forth at length.
2. The Board of Commissioners authorize entering into a Professional Services Contract with CME Associates for engineering services for Phase VI site improvements and baseball field netting at Berry Lane Park.
3. The Secretary of the Agency is hereby directed to publish notice of award of the contract in a newspaper of general circulation in accordance with N.J.S.A. 40A:11-5.
4. This resolution shall take effect immediately.

**BE IT FURTHER RESOLVED**, that the Chairman, Vice Chairman, and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate this Resolution subject to the review and approval of the Agency's General Counsel.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Special Meeting of May 29, 2018.

  
Acting Secretary

<b>RECORD OF COMMISSIONERS VOTE</b>				
<b>NAME</b>	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Donald R. Brown				✓
Douglas Carlucci	✓			
Evelyn Farmer	✓			
Erma D. Green	✓			
Rolando R. Lavarro, Jr.	✓			
Darwin R. Ona				✓
Daniel Rivera	✓			

JOHN H. ALLGAIR, PE, PP, LS (1983-2001)  
DAVID J. SAMUEL, PE, PP, CME  
JOHN J. STEFANI, PE, LS, PP, CME  
JAY B. CORNELL, PE, PP, CME  
MICHAEL J. McCLELLAND, PE, PP, CME  
GREGORY R. VALESI, PE, PP, CME



TIMOTHY W. GILLEN, PE, PP, CME  
BRUCE M. KOCH, PE, PP, CME  
LOUIS J. PLOSKONKA, PE, CME  
TREVOR J. TAYLOR, PE, PP, CME  
BEHRAM TURAN, PE, LSRP  
LAURA J. NEUMANN, PE, PP  
DOUGLAS ROHMEYER, PE, CFM, CME  
ROBERT J. RUSSO, PE, PP, CME  
JOHN J. HESS, PE, PP, CME

May 24, 2018

Jersey City Redevelopment Agency  
66 York Street – 3<sup>rd</sup> Floor  
Jersey City, NJ 07302

Attn: Diana Jeffrey  
Acting Executive Director

**RE: Proposal for Professional Services for the  
Berry Lane Park Baseball Field Netting Improvements  
Phases 1-3  
Jersey City, New Jersey  
Our File: PJC00200.02**

Dear Ms. Jeffrey:

Thank you for considering our firm for the above referenced work and allowing us to submit a proposal for the professional services associated with the preparation of a frontend and technical specification, including construction drawings and other documents prepared by others for the Authority, for a full bid package that will utilized by the Jersey City Redevelopment Agency (JCRA) to advertise this project for receipt of bids. Our professional services proposal also includes bid phase and construction administration phase services for the Berry Lane Park Baseball Field Netting improvements.

### Introduction

We wish to thank you for your consideration of CME Associates for Professional Engineering Services, as required, for the above referenced project. We feel that our firm and staff possess the resources, experience and expertise necessary to successfully render these types of services in a cost-effective manner.

CME Associates takes great pride in its commitment to personal service and its ability to successfully address its client's interest. We possess a high degree of familiarity with this type of project and feel confident in our firm's ability to address your concerns. We would welcome the opportunity of working with the Redevelopment Agency and trust the information as contained herein addresses your needs.

We have reviewed the construction plans, design calculations and other associated information that you provided to familiarize ourselves with the existing conditions of the site.

As you may be aware, Tex-Net, Inc. estimates the construction cost of this project to be \$915,000.00 for all three (3) phases of the project, per their quote dated March 15, 2018. The estimate does not include geotechnical work or site restoration. It is also unclear if the cost estimate includes the cost to furnish and install the required concrete foundations required for construction.

### Design, Contract Documents Preparation Phase and Bid Phase Services

As part of this proposal, CME Associates will be responsible for the following:

1. Preparation of a frontend and technical specification, utilizing the typical CME Associates format. The geotechnical report provided by the JCRA will be added to the specifications, as an appendix.



Proposal to Ms. Jeffrey  
May 24, 2018  
Page 2

2. Coordination with netting design sub-consultant previously retained by JCRA who performed ball trajectory study. Netting plan prepared by sub-consultant will be incorporated into the bid documents.
3. CME will prepare design-build specifications and bid phase drawings for the poles, netting and structural foundations; which will reference the previously noted geotechnical report, and the phase 1 structural foundation design provided to our office. The bidder awarded the contract will be required to retain a New Jersey Licensed Professional Engineer to design the netting system including poles, netting, foundations and appurtenances in accordance with applicable codes and loadings anticipated in this area, and provide signed and sealed drawings. The contractor shall utilize this information along with the field located actual pole locations. As discussed, the actual pole locations may need to be field located based upon the existing field conditions during the Construction Administration Phase of the project. Our structural team will review of the contractor's design submittals for compliance with Contract Documents.
4. CME will include two (2) deletion items in the bid specifications. The first deletion item will be the outfield netting and foundations, and the second deletion item will be the third baseline netting and foundations.
5. RFI's answers, as required, will be provided and processed by CME Associates.
6. CME Associates will provide this work for the preparation of Contract Documents and Bid Phase Services on an hourly basis with an estimated cost not to exceed as listed below.

#### **Construction Administration Phase Services**

Our proposal will include construction administration services necessary for the Baseball Field Netting improvements as detailed on the construction plans and in the contract documents. As part of this proposal, CME Associates will be responsible for the following:

1. Provide the necessary Construction Administration Phase Services including part time on-site observation services for the duration of the construction contract as may be directed by the Authority staff.
2. Observe and monitor the work of the Contractor and Subcontractor(s) so that it conforms to the provisions of the contract plans and specifications.
3. Review and comment on Civil shop drawing submissions by the Contractor.
4. Coordination with Netting sub-consultants for respective RFI and shop drawing reviews, as required. Coordination will include relocation and/ or shifting of proposed pole locations in conflict with existing site conditions based on the as-built survey provided by the Client and/or test pits during construction.
5. Review and comment of the Structural design and calculations provided by the low bidder's design professional.



Proposal to Ms. Jeffrey  
May 24, 2018  
Page 3

6. Prepare monthly pay estimates, as requested by the Contractor, and a final pay estimate and change order at the conclusion of the project.
7. Review Contractor's work at substantial completion and prepare punchlist for project.

It appears that the Tanner Consulting Group was retained for design phase services. Our office recommends utilizing this firm to finalize the netting design during the initial design and bid preparation phase of the project due to their intimate knowledge of the design of the project. If requested we will retain them as sub-consultants.

### Cost Proposal

Our firm has the capabilities of providing the necessary engineering services associated with the project. Accordingly, we respectfully submit the following Professional Engineering Services cost estimates for the various tasks for the above referenced project.

• Design & Bid Preparation Services	\$ 22,098.00
• Construction Administration Phase Services	\$ 27,682.00
• Structural Review Phase Services	\$ 17,202.00
• Bid Phase Services	\$ 3,640.00
Total:	\$ 70,622.00

Our Bid Preparation Services proposal cost is for the preparation of one (1) bid package. If the Redevelopment Agency decides to split the project into three (3) separate Bids, we can provide those services based on our hourly rate schedule on file with the JCRA for the actual hours required to perform same.

Our Bid Phase proposal cost is for one (1) bidding process. If the Redevelopment Agency must bid the project again, we can provide those services based on our hourly rate schedule on file with the JCRA for the actual hours required to perform same.

Construction Administration Phase Services will be invoiced based upon our hourly rate schedule on file with the Redevelopment Agency for the actual hours required to perform same.

Our prices shall be firm until January 1, 2019, after which they may be subject to re-negotiation. Invoices shall be paid within thirty (30) days of presentation of same.

Bi-weekly meetings are not anticipated for administration of this project. However, if same becomes necessary, we can provide these services based on our hourly rate schedule and the actual time necessary to provide these services.

This proposal does not include survey phase services, including but not limited to project layout and as-built services in this proposal. If same are requested by the JCRA, we will provide these services based on our hourly rate schedule and the actual time necessary to provide these services.

It appears at this time that right-of-way acquisition will not be necessary to install the proposed improvements. However, if same becomes necessary, we will prepare a general property acquisition map, if required, and any required individual property acquisition sketches and accompanying metes and bounds descriptions to be utilized by the JCRA Attorney to acquire the necessary right-of-way. We will provide these services, if required, based on our hourly rate schedule and the actual time necessary to provide these services.



Proposal to Ms. Jeffrey  
May 24, 2018  
Page 4

This proposal does not include any environmental scope of services that may be necessary as part of the construction/remediation associated with the pavilion building construction and it is our understanding that the RAO will be provided by the LSRP of record after completion of the project. If environmental scope of services are required, we can provide these services based upon our attached Environmental Engineering and LSRP Services hourly rate schedule and the actual time necessary to provide these services.

Please note, the scope of our service will not include any environmental assessment or investigation for the presence or absence of hazardous or toxic materials in the soil, surface water, groundwater or air on or below or around this site, or on any property effected by the construction of the project. In addition, the scope of our service will not include any environmental assessment for the presence or absence of wetlands on or around this site since this project is located in the center of an existing park that has already been developed and these services are not necessary.

Our proposal does not include preparation or obtaining of any local or state permits. It is our understanding that same are being obtained by the JCRA design professionals, if required.

Thanks again for permitting our firm to submit this proposal, and we look forward to serving your municipality. Should you have any questions regarding this matter, do not hesitate to contact this office.

Very truly yours,  
CME Associates

David J. Samuel, PE  
Managing Partner

DJS/RJR/dm  
Enclosure

cc: Joseph Baumann, MSBNJ





**AUTHORITY CONSULTING ENGINEERING SERVICES**  
**GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JUNE 30, 2018**

Senior Project Manager.....	\$170.00 Per Hour
Project Manager.....	\$169.00 Per Hour
Project Leader.....	\$168.00 Per Hour
Professional Engineer.....	\$167.00 Per Hour
Senior Project Engineer.....	\$164.00 Per Hour
Project Engineer.....	\$158.00 Per Hour
Senior Design Engineer.....	\$156.00 Per Hour
Design Engineer.....	\$155.00 Per Hour
Senior Engineering Technician.....	\$143.00 Per Hour
Engineering Technician/Management Information Systems Technician.....	\$137.00 Per Hour
Professional Land Surveyor.....	\$173.00 Per Hour
Land Surveyor.....	\$144.00 Per Hour
Robotic Total Station.....	\$ 66.00 Per Hour
Party Chief.....	\$124.00 Per Hour
Survey Technician.....	\$120.00 Per Hour
Resident Engineer.....	\$145.00 Per Hour
Chief Construction Engineer.....	\$150.00 Per Hour
Senior Construction Engineer.....	\$145.00 Per Hour
Construction Engineer.....	\$142.00 Per Hour
Chief Construction Technician.....	\$139.00 Per Hour
Senior Construction Technician.....	\$135.00 Per Hour
Construction Technician.....	\$131.00 Per Hour
Technical Assistant.....	\$ 98.00 Per Hour
Senior CADD Technician.....	\$148.00 Per Hour
Licensed Landscape Architect.....	\$144.00 Per Hour
Senior Landscape Designer.....	\$135.00 Per Hour
Certified Tree Expert.....	\$121.00 Per Hour
Landscape Designer.....	\$111.00 Per Hour
Director of Planning.....	\$175.00 Per Hour
Professional Planner.....	\$160.00 Per Hour
Project Planner.....	\$152.00 Per Hour
Planning Technician.....	\$143.00 Per Hour
Partner.....	\$188.00 Per Hour
Principal.....	\$178.00 Per Hour
Managing Partner/Administrative Partner.....	\$199.00 Per Hour

Environmental services will be billed in accordance with CME's Environmental Rate Schedule.

**Invoices** - CME Associates (CME) will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due upon presentation of invoice and is past due thirty days from invoice date. Client agrees to pay a finance charge of one and one-half percent per month, or the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and must therefore be referred to an attorney or agency for collection, the Client agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by CME. Overtime rates are applicable after eight hours Monday through Friday, and all day Saturday and Sunday, and charged at one and one-half times the quoted rate. Holidays are charged at two times the quoted rate. Expenses incurred for reproduction, postage handling, photographs and for services including subconsultants equipment and facilities not furnished by CME are charged to the Client at cost plus fifteen percent. Automobile travel may be charged at the current rate per mile allowed by the Internal Revenue Service.

**Standard of Care** - Services performed by CME under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

**Contaminated Material** - It is understood that CME is not, and has no responsibility as a handler, generator, operator, treator or storer, transporter or disposer of hazardous or toxic substances found or identified at any site. Client shall undertake or arrange for, either directly or indirectly through other contractors, the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at any site.





Utilities - In the execution of the work, CME will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold CME harmless for any damages to subterranean structures which are not called to CME's attention and/or not correctly shown on the plans furnished.

Right of Entry/Worksite - Client will provide for right of entry for CME personnel and equipment necessary to complete the work. While CME will take all reasonable precautions to minimize any damage to the property it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this agreement.

Client shall furnish or cause to be furnished to CME all documents and information known to Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on or under the site. In addition, Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by CME for proper performance of its services. CME shall be entitled to rely on Client provided documents and information in performing the services required under this Agreement; however, CME assumes no responsibility or liability for their accuracy or completeness.

CME will not direct, supervise or control the work of contractors or their subcontractors. CME services will not include a review or evaluation of the contractor's (or subcontractor's) safety measures.

CME shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of CME or its employees or subcontractors on a site shall imply that CME controls the operations of others, nor shall this be construed to be an acceptance by CME of any responsibility for jobsite safety.

Indemnification - To the full extent permitted by law, Client shall indemnify, defend and hold harmless CME and its subcontractors, consultants, agents, officers, directors and employees (herein collectively referred to as Engineer) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of work of Engineer or any claims against Engineer arising from the acts, omissions of work of others, unless it is proven in a court of competent jurisdiction that the Engineer is guilty of negligence or willful misconduct in connection with the services and such negligence or willful misconduct was the sole cause of the damages, claims and liabilities.

Client agrees to indemnify and hold harmless Engineer from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, brought by any person or entity, or claims against Engineer which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release or saturation or smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases or any other material, upon, in or into the surface or subsurface soil; water or watercourse; objects; or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract or strict liability of Engineer. This indemnification shall not apply to claims, damages, losses or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by the Engineer of obligations under this Agreement.

Limitations of Liability - CME's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, this Agreement from any cause or causes, including but not limited to CME's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the services provided by CME or \$50,000, whichever is less.

In no event shall CME be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or their subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, or negligent act or omission.

Professional services rendered for a Client shall be provided for that Client. The Client is responsible for the proper operation and use of the subject facilities and/or report and nothing herein shall provide any rights to any third party. The Client, in authorizing CME to proceed, acknowledges that the professional responsibility is limited.

Termination - This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CME shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all work contemplated by this Agreement, CME may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of CME in completing such analyses, records and reports.

Assigns - The Client may not delegate, assign, sublet or transfer his duties or interests in this Agreement without the written consent of CME.

This agreement shall not create any rights or benefits to parties other than the Client and CME, except such other rights as may be specifically called for herein.





**ENVIRONMENTAL ENGINEERING AND LSRP SERVICES  
GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2019**

Senior Project Manager.....	\$186.00 Per Hour
Project Manager.....	\$180.00 Per Hour
Project Leader.....	\$178.00 Per Hour
Professional Engineer.....	\$174.00 Per Hour
Senior Project Engineer.....	\$166.00 Per Hour
Senior Project Scientist.....	\$165.00 Per Hour
Project Engineer/Scientist I.....	\$165.00 Per Hour
Project Engineer/Scientist II.....	\$152.00 Per Hour
Project Engineer.....	\$149.00 Per Hour
Project Engineer/Scientist III.....	\$146.00 Per Hour
Project Scientist.....	\$146.00 Per Hour
Project Engineer/Scientist IV.....	\$133.00 Per Hour
Senior Design Engineer.....	\$151.00 Per Hour
Staff Scientist.....	\$122.00 Per Hour
Senior Field Engineer/Geologist.....	\$150.00 Per Hour
Field Engineer/Geologist.....	\$133.00 Per Hour
Staff Geologist.....	\$122.00 Per Hour
Design Engineer.....	\$119.00 Per Hour
Senior Engineering Technician.....	\$110.00 Per Hour
Environmental Technician.....	\$102.00 Per Hour
Engineering Technician/Management Information Systems Technician.....	\$106.00 Per Hour
Professional Land Surveyor.....	\$164.00 Per Hour
Land Surveyor.....	\$141.00 Per Hour
Robotic Total Station.....	\$ 65.00 Per Hour
Party Chief.....	\$119.00 Per Hour
Survey Technician.....	\$ 94.00 Per Hour
Resident Engineer.....	\$142.00 Per Hour
Chief Construction Engineer.....	\$133.00 Per Hour
Senior Construction Engineer.....	\$111.00 Per Hour
Construction Engineer.....	\$108.00 Per Hour
Chief Construction Technician.....	\$ 93.00 Per Hour
Senior Construction Technician.....	\$ 83.00 Per Hour
Construction Technician.....	\$ 77.00 Per Hour
Technical Assistant.....	\$ 85.00 Per Hour
Senior CADD Technician.....	\$118.00 Per Hour
Licensed Landscape Architect.....	\$159.00 Per Hour
Senior Landscape Designer.....	\$142.00 Per Hour
Certified Tree Expert.....	\$127.00 Per Hour
Landscape Designer.....	\$113.00 Per Hour
Director of Planning.....	\$168.00 Per Hour
Professional Planner.....	\$166.00 Per Hour
Project Planner.....	\$142.00 Per Hour
Planning Technician.....	\$117.00 Per Hour
Partner.....	\$207.00 Per Hour
Principal/Environmental.....	\$207.00 Per Hour
Managing Partner/Administrative Partner.....	\$217.00 Per Hour

**Invoices** - CME Associates (CME) will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due upon presentation of invoice and is past due thirty days from invoice date. Client agrees to pay a finance charge of one and one-half percent per month, or the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and must therefore be referred to an attorney or agency for collection, the Client agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by CME. Overtime rates are applicable after eight hours Monday through Friday, and all day Saturday and Sunday, and charged at one and one-half times the quoted rate. Holidays are charged at two times the quoted rate. Expenses incurred for reproduction, postage handling, photographs and for services including subconsultants equipment and facilities not furnished by CME are charged to the Client at cost plus fifteen percent.





Automobile travel may be charged at the current rate per mile allowed by the Internal Revenue Service.

**Standard of Care** - Services performed by CME under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

**Contaminated Material** - It is understood that CME is not, and has no responsibility as a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at any site. Client shall undertake or arrange for, either directly or indirectly through other contractors, the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at any site.

**Utilities** - In the execution of the work, CME will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold CME harmless for any damages to subterranean structures which are not called to CME's attention and/or not correctly shown on the plans furnished.

**Right of Entry/Worksite** - Client will provide for right of entry for CME personnel and equipment necessary to complete the work. While CME will take all reasonable precautions to minimize any damage to the property it is understood by Client that in the normal course of some damage may occur, the correction of which is not part of this agreement.

Client shall furnish or cause to be furnished to CME all documents and information known to Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on or under the site. In addition, Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by CME for proper performance of its services. CME shall be entitled to rely on Client provided documents and information in performing the services required under this Agreement; however, CME assumes no responsibility or liability for their accuracy or completeness.

CME will not direct, supervise or control the work of contractors or their subcontractors. CME services will not include a review or evaluation of the contractor's (or subcontractor's) safety measures.

CME shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of CME or its employees or subcontractors on a site shall imply that CME controls the operations of others, nor shall this be construed to be an acceptance by CME of any responsibility for jobsite safety.

**Indemnification** - To the full extent permitted by law, Client shall indemnify, defend and hold harmless CME and its subcontractors, consultants, agents, officers, directors and employees (herein collectively referred to as Engineer) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from any claims against Engineer arising from the acts, omissions of work of others, unless it is proven in a court of competent jurisdiction that the Engineer is guilty of negligence or willful misconduct in connection with the services and such negligence or willful misconduct was the sole cause of the damages, claims and liabilities.

**Limitations of Liability** - In no event shall CME be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or their subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, or negligent act or omission.

Professional services rendered for a Client shall be provided for that Client. The Client is responsible for the proper operation and use of the subject facilities and/or report and nothing herein shall provide any rights to any third party. The Client, in authorizing CME to proceed, acknowledges that the professional responsibility is limited.

**Termination** - This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination by Client, CME shall be paid for services performed to the termination notice date plus reasonable termination expenses.

**Assigns** - The Client may not delegate, assign, sublet or transfer his duties or interests in this Agreement without the written consent of CME with respect to unpaid services.

This agreement shall not create any rights or benefits to parties other than the Client and CME, except such other rights as may be specifically called for herein.



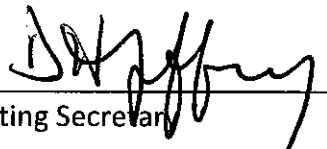
**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE PREPARATION AND ADVERTISEMENT OF A REQUEST FOR BIDS TO INSTALL BASEBALL NETTING AT BERRY LANE PARK WITHIN THE MORRIS CANAL REDEVELOPMENT AREA**

**WHEREAS**, in furtherance of the goals and objectives of the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.), The Jersey City Redevelopment Agency (the "Agency") has undertaken the development of Berry Lane Park within the Morris Canal Redevelopment Area; and

**WHEREAS**, the Agency wishes to procure a contractor for the installation of baseball netting in the baseball field (the "Project"), at Berry Lane Park, in accordance with the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.); and

**NOW THEREFORE BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Commissioners hereby authorize the preparation and advertisement of a request for bids for the Project.
3. The Executive Director is hereby authorized and directed to proceed with preparation and advertisement of a request for bids for the installation of baseball netting in the baseball field at Berry Lane Park.
4. A copy of this resolution shall be available for public inspection at the offices of the Agency.
5. This resolution shall take effect immediately.

  
 Acting Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board at its Special Meeting of May 29, 2018.

<b>RECORD OF COMMISSIONERS VOTE</b>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown				✓
Douglas Carlucci	✓			
Evelyn Farmer	✓			
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Darwin R. Ona				✓
Daniel Rivera	✓			

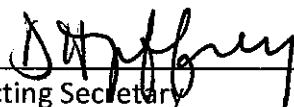
**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE PREPARATION AND ADVERTISEMENT OF A REQUEST FOR BIDS TO BUILD PHASE V, THE PAVILION, AT BERRY LANE PARK WITHIN THE MORRIS CANAL REDEVELOPMENT AREA**

**WHEREAS**, in furtherance of the goals and objectives of the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.), The Jersey City Redevelopment Agency (the "Agency") has undertaken the development of Berry Lane Park within the Morris Canal Redevelopment Area; and

**WHEREAS**, the Agency wishes to procure a contractor for the construction of Phase V, the Pavilion (the "Project"), at Berry Lane Park, in accordance with the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.); and

**NOW THEREFORE BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Commissioners hereby authorize the preparation and advertisement of a request for bids for the Project.
3. The Executive Director is hereby authorized and directed to proceed with preparation and advertisement of a request for bids for the construction of Phase V, the Pavilion, at Berry Lane Park.
4. A copy of this resolution shall be available for public inspection at the offices of the Agency.
5. This resolution shall take effect immediately.

  
Acting Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board at its Special Meeting of May 29, 2018.

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown				✓
Douglas Carlucci	✓			
Evelyn Farmer	✓			
Erma D. Greene	✓			
Rolando R. Laverro, Jr.	✓			
Darwin R. Ona				✓
Daniel Rivera	✓			