

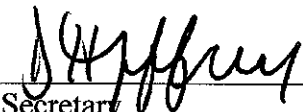
RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING GOING INTO EXECUTIVE SESSION TO DISCUSS CERTAIN MATTERS

WHEREAS, there are certain matters that need to be discussed by the Board of Commissioners of the Jersey City Redevelopment Agency in Executive Session; and

WHEREAS, the matters to be discussed are :litigation, contract negotiations and personnel matters; and

WHEREAS, the results will be disclosed to the public upon settlement of any litigation matters which were discussed.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency approving the Commissioners go into Executive Session to discuss certain matters including pending or potential litigation as well as personnel matters.


 Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated July 30, 2018.

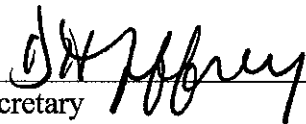
RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown				✓
Douglas Carlucci	✓			
Evelyn Farmer	✓			
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona				✓

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE MINUTES OF EXECUTIVE SESSION OF THE REGULAR MEETING JUNE 19, 2018

WHEREAS, the Board of Commissioners approved going into closed session at their meeting of **June 19, 2018** ; and

- WHEREAS**, the following issues were discussed: 1) litigation,
- 2) contract negotiations
- 3) and personnel took

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the minutes of the Executive Session of the Regular Meeting of June 19, 2018 be approved as presented.



 Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their meeting dated July 30, 2018

<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	✓			
Erna D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona				✓

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE MINUTES OF THE SPECIAL MEETING
DATED MAY 19, 2018**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Minutes from the Special Meeting dated May 19, 2018 for their review and approval.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that these Minutes be approved as presented.


 Secretary

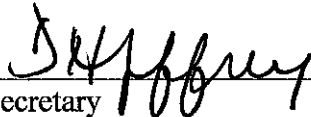
Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated July 30, 2018.

RECORD OF COMMISSIONERS VOTE				
<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.	✓			
Daniel Rivera				✓
Darwin R. Ona				✓

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE MINUTES OF THE SPECIAL MEETING
DATED MAY 29, 2018**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Minutes from the Special Meeting dated May 29, 2018 for their review and approval.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that these Minutes be approved as presented.


Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated July 30, 2018.

<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. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona				✓

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY ESTABLISHING FAIR MARKET VALUE FOR PROPERTY LOCATED IN BLOCK 13803, LOTS 1 AND 2 AND KNOWN AS 34-36 CENTER STREET WITHIN THE BATES STREET REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency, pursuant to the provisions of N.J.S.A. 40:12A-1 et seq, as amended, has determined it necessary to acquire lands and premises located at 34-36 Center Street in Block 13803, Lots 1 and 2 within the Bates Street Redevelopment Plan and which area has been declared an “area in need of redevelopment”; and

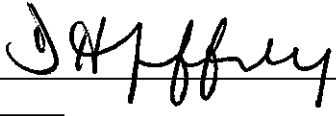
WHEREAS, the property in question is owned by MLS Realty, LLC; and

WHEREAS, the referenced property was appraised by New Jersey Realty Advisory Group, LLC to have a fair market value of \$520,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that the Agency accepts the valuation of \$520,000.00 by the Appraiser as having been performed in a competent manner and in accordance with applicable State Laws.

BE IT FURTHER RESOLVED, that upon the deposit of funds with the Agency in the amount of \$520,000, the Agency is authorized to purchase said property located at 34-36 Center Street in Block 13803, Lots 1 and 2 for the sum referenced above and the Chairman, Vice-Chairman, Secretary and/or Executive Director of the Jersey City Redevelopment Agency are hereby authorized to enter into a contract and to sign all other documents necessary to consummate the acquisition of said premises subject to the review and approval of the Agency’s General Counsel.

BE IT FURTHER RESOLVED, that in the event the Jersey City Redevelopment Agency cannot, for any reason acquire as a result of amicable negotiations said lands and premises, the Chairman, Vice-Chairman, Secretary and/or Executive Director are hereby authorized to institute condemnation proceedings, pursuant to the provisions of N.J.S.A. 20:3-1 et seq.



 SECRETARY

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at a special meeting of July 30, 2018.

RECORD OF COMMISSIONERS VOTE				
<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.	✓			
Daniel Rivera				✓
Darwin R. Ona				✓

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING
CONTRACT NO. 18-07-MPN4 WITH LANGAN ENGINEERING
AND ENVIRONMENTAL SERVICES, INC. FOR PREPARATION
OF AN ENGINEER'S ESTIMATE FOR WORK RELATED TO THE
DEVELOPMENT OF THE OF THE BAYFRONT PROJECT**

WHEREAS, on May 12, 2008 the Jersey City Redevelopment Agency entered into a Redevelopment Agreement with Bayfront Redevelopment LLC for construction of a mixed use project in the Bayfront I Redevelopment Area; and

WHEREAS, the project is an approximate 100 acre site located in Block 24601 (formerly Block 1290.1); and

WHEREAS, in furtherance of the Bayfront I Redevelopment Project, the Executive Director has deemed it necessary to obtain an Engineer's Estimate for budgetary purposes for acquiring the site; and

WHEREAS, Langan Engineering and Environmental Services, Inc. submitted a proposal to prepare the Engineer's Estimate for the proposed Bayfront Project in the amount of \$13,500.00; and

WHEREAS, said estimate encompasses all surface features and subsurface utilities for blocks that have been designed by Clough Harbor Associates; and

WHEREAS, Langan will provide a rough estimate of earthwork volumes based on grading plans; and

WHEREAS, Agency staff has determined that the June 27, 2018 proposal from Langan Engineering and Environmental Services, Inc. is a fair and equitable price for the services required and recommends that the Board of Commissioners award a contract to Langan Engineering and Environmental Services, Inc.; and


WHEREAS, at its Board of Commissioners meeting of September 19, 2017 Langan Engineering and Environmental Services, Inc. was qualified to enter into a Professional Services Agreement with the Agency; and

WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq. these services are professional services and therefore exempt from public bidding.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that: 1) the above recitals are incorporated herein as if set forth at length; 2) the June 27, 2018 proposal from Langan Engineering and Environmental Services, Inc. is attached hereto and incorporated herein; 3) a Contract in the amount of \$13,500.00 is hereby awarded to Langan Engineering and Environmental Services, Inc.

BE IT FURTHER RESOLVED, that 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).

BE IT FURTHER RESOLVED, that the Chairman, Vice Chairman, Secretary and/or Executive Director 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.


Secretary

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 July 30, 2018.

<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. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona				✓



Technical Excellence
Practical Experience
Client Responsiveness

27 June 2018
Via email to: FioreC@jcnj.org

Mr. Christopher Fiore
Assistant Executive Director
Jersey City Redevelopment Agency
30 Montgomery Street – Room 900
Jersey City, NJ 07302

**Re: Proposal for Engineer's Estimate
Bayfront Redevelopment ("The Project")
Jersey City, New Jersey**

Dear Mr. Fiore:

We are pleased to submit our proposal to prepare an Engineer's Estimate for the proposed Bayfront Redevelopment project. We understand that this estimate will be used for budgetary purposes to assist the City in their determination of the option to purchase the entire redevelopment site. A description of our proposed scope of work is provided below, followed by our fee and anticipated schedule.

SCOPE OF SERVICES

Engineer's Estimate

The scope of services includes preparing an engineer's estimate for all 23 blocks of the Bayfront Redevelopment Site. We will utilize the Clough Harbor Associates (CHA) design drawings as the basis for the take-offs of all surface features and subsurface utilities for the blocks that they have designed, and for the landscape and lighting, we will use what is available and then make some assumptions as necessary to fill in any "gaps" in the available information. Based on the estimates for the designed portions of the site, we will then use a per acre estimate for the un-designed blocks to develop the overall estimate. We expect that The JCRA will provide us with the cadd files of these drawings, which will be required for this work.

We will provide a rough estimate of the earthwork volumes based on the CHA grading plans, but we will also need as-built information of the current conditions of the site, since there has been considerable grade changes on a large portion of the site. If this information is not available, then the earthwork estimates will not be very reliable, and, since earthwork is typically a large portion of the overall infrastructure construction costs, large contingencies will be required for this item.

Project Management and Meetings/Conference Calls

We will coordinate with the JCRA and any other entities that the JCRA includes in this process. Our project manager will also attend meetings or participate in conference calls as requested by the JCRA. For the purposes of this proposal, we have provided an allowance for these services.

LIMITATIONS

Please note that the engineer's estimate will not include any costs associated with the buildings to be designed by the architect, environmental cleanup costs or other elements not shown on the drawings, or specifically stated in our assumptions. The Engineer's estimate represents an opinion of the probable costs of construction. This estimate cannot guarantee the cost of labor, material, or equipment, the means, methods and procedures of the Contractor's work, or competitive bidding.

FEE AND SCHEDULE

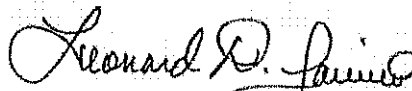
The fee for the work described herein is a lump sum of \$8,500, and an allowance of \$5,000 for project management and meetings/conference calls.

We can begin this work within one week of your authorization to proceed, and expect to complete the estimate in two weeks from that time.

CLOSING

We appreciate the opportunity to continue to support the City and the JCRA. Please call me directly at (973) 560-4584 if you have any questions regarding this proposal.

Sincerely,
Langan Engineering and Environmental Services, Inc.



Leonard D. Savino, P.E.
Senior Associate

AUTHORIZATION

Receipt of this Proposal, including the Schedule of Fees and the General Terms and Conditions previously submitted, is hereby acknowledged and all of the terms and conditions contained therein are accepted.

Mr. Christopher Fiore
Assistant Executive Director
Jersey City Redevelopment Agency
30 Montgomery Street – Room 900
Jersey City, NJ 07302

**Re: Proposal for Engineer's Estimate
Bayfront Redevelopment ("The Project")
Jersey City, New Jersey**

Company: _____ ("Client")

By/Title: _____ (Authorized representative)

Signature: _____

Date: _____

GENERAL TERMS AND CONDITIONS

A. SCOPE OF SERVICES AND ADDITIONAL SERVICES

All services provided by "Langan Engineering, Environmental, Surveying and Landscape Architecture, D.P.C.", or "Langan Engineering and Environmental Services, Inc.", or "Langan International, LLC", or "Treadwell & Rollo, a Langan Company", or "Langan Treadwell Rollo" or "Langan Engineering and Environmental Services, Inc., PC", or "Langan CT, Inc." (collectively "LANGAN"), regardless of commencement date, will be covered by this Agreement (which includes the LANGAN proposal and these General Terms and Conditions). Unless modified in writing by the parties, the duties of LANGAN shall not be construed to exceed those Services specifically set forth in the proposal. However, if requested by the CLIENT and agreed to by LANGAN in writing, LANGAN will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed in writing, the CLIENT shall pay LANGAN for the performance of any Additional Services an amount based upon LANGAN's then-current hourly rates. For avoidance of doubt, email will constitute written notice.

B. STANDARD OF CARE

LANGAN's services will be performed in accordance with this Agreement and in a manner consistent with the generally accepted standard of care and skill ordinarily exercised by professionals performing similar services under similar circumstances at the place and time the services are being performed (the "Standard of Care"). LANGAN will exercise reasonable professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The CLIENT agrees that no other representation, warranty or guarantee, expressed or implied, is provided by LANGAN or is presumed given by LANGAN under this Agreement or in any report, opinion, or any other document prepared by LANGAN or otherwise.

C. CLIENT RESPONSIBILITIES

In addition to other responsibilities described herein, the CLIENT shall: (i) provide all information and criteria as to the CLIENT's requirements, objectives, and expectations for the project, including all numerical criteria that are to be met and all standards of development, design, or construction and all other information reasonably necessary for completion of the Services; (ii) provide prompt, complete disclosure of known or potential hazardous conditions or health and safety risks; (iii) provide to LANGAN all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in LANGAN's opinion for completion of its services; (iv) review all documents or oral reports presented by LANGAN and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of LANGAN; (v) furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of LANGAN's services; (vi) give prompt written notice to LANGAN whenever the CLIENT becomes aware of any development that affects the scope and timing of LANGAN's services or any defect or noncompliance in any aspect of the project; and (vii) bear all costs incident to the responsibilities of the CLIENT. LANGAN will have the right to reasonable reliance upon the accuracy and completeness of all information furnished by the CLIENT.

D. INVOICING AND SERVICE CHARGES

LANGAN will submit monthly invoices to the CLIENT and a final bill upon completion of Services. The CLIENT shall notify LANGAN within two weeks of receipt of invoice of any dispute with the invoice. The CLIENT and LANGAN will promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by the CLIENT and is past-due thirty (30) days from the date of the invoice. Any unpaid balances shall accrue late charges of 1.5% per month, or the highest rate allowed by law, whichever is lower, and the CLIENT agrees to pay all fees and expenses incurred by LANGAN in any collection action. In the event of a suspension of services or termination of the Agreement by LANGAN in accordance with Section P of these General Terms and Conditions, LANGAN will have no liability for any delay or damage of any kind actually or allegedly caused by such suspension of services or termination. CLIENT shall not withhold amounts from LANGAN'S compensation to impose a penalty or damages on LANGAN, or to offset sums requested by or paid to contractors for the cost of changes in their work unless LANGAN agrees or has been found liable for the amounts.

E. RIGHT OF ENTRY

The CLIENT shall provide for right of entry in order for LANGAN to perform its services. While LANGAN will take all reasonable precautions to minimize any damage to the property, the CLIENT acknowledges and agrees that in the normal course of work some damage may occur, the correction of which is not part of this Agreement unless specifically provided in the proposal.

F. JOBSITE SAFETY AND CONTROL OF WORK

LANGAN will take reasonable precautions to safeguard its own employees and those for whom LANGAN is legally responsible. Unless expressly agreed to in writing by LANGAN under separate contract, LANGAN will have no responsibility for the safety program at the Project or the safety of any entity or person other than LANGAN and its employees. Neither the professional activities of LANGAN nor the presence of LANGAN's employees and subcontractors at the Project site will be construed to confer upon LANGAN any responsibility for any activities on site performed by personnel other than LANGAN's employees and subcontractors. The CLIENT agrees that LANGAN will have no power, authority, right or obligation to supervise, direct, stop the work of or control the activities of any other contractors or subcontractors or construction manager, their agents, servants or employees.

G. EXISTING CONDITIONS AND SUBSURFACE RISKS

Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geologic, geotechnical, geochemical, and hydrogeologic conditions that LANGAN interprets to exist between sampling points will differ from those that actually exist. The CLIENT recognizes that actual conditions will vary from those encountered at the locations where borings, sampling, surveys, observations or explorations are made by LANGAN and that the data, interpretation, and recommendations of LANGAN are based solely on the information available to it. Furthermore, the CLIENT recognizes that passage of time, natural occurrences, and/or direct or indirect human intervention at or near the site may substantially alter discovered conditions. LANGAN shall not be responsible for interpretations by others of the information it develops or provides to the CLIENT.

LANGAN will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the performance of its services. The CLIENT agrees to defend, indemnify, and hold LANGAN harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to LANGAN's attention or are not correctly shown on the plans furnished by CLIENT or third parties.

H. HAZARDOUS MATERIALS

Unless otherwise expressly agreed to in writing, the parties acknowledge that LANGAN'S scope of services does not include any services related to a hazardous environmental condition (such as asbestos, PCBs, petroleum, mold, waste, radioactive materials or any other hazardous substance). The discovery of any such condition shall be considered a changed condition and LANGAN may suspend its services until the CLIENT has resolved the condition.

I. INDEMNIFICATION

Subject to the provisions of Section J of these General Terms and Conditions, LANGAN agrees to indemnify, hold harmless and, except for professional liability claims, defend the CLIENT and CLIENT's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all damage obligations, liabilities, judgments, and losses for personal injury and/or property damage including reasonable attorney's fees and other expenses and disbursements, asserted by any third parties to the extent determined to have been caused by the negligent acts, errors or omissions or willful misconduct of LANGAN in the performance of its services under this Agreement. LANGAN will not be responsible for any loss, damage, or liability arising from any acts by the CLIENT or any of its agents, employees, staff, or other consultants, subconsultants, contractors or subcontractors. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

To the fullest extent permitted by law, the CLIENT agrees to indemnify and hold harmless LANGAN and LANGAN's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all, damage obligations, liabilities, judgments and losses, including reasonable attorneys' fees and all other expenses and disbursements, to which LANGAN may be subject, arising from or relating to (i) any unknown site condition or subterranean structures of which LANGAN does not have actual knowledge; (ii) any errors, omissions or inconsistencies in any data documents, records or information provided by the CLIENT on which LANGAN reasonably relied; (iii) any breach of contract, tort, error, omission, wrong, fault, or failure to comply with law by the CLIENT or third party over whom LANGAN has no control; (iv) the transport, treatment, removal or disposal of all Samples; and (v) the CLIENT's unauthorized use or copyright violation of plans, reports, documents and related materials prepared by LANGAN.

In connection with any construction project, CLIENT agrees to insert the following wording into any General Contract, Construction Management Agreement, or foundation contractor's contract: "To the extent permitted by law, and to the extent not proven to be caused in whole or in part by an indemnitee's own negligence, the contractor and its subcontractors of any tier shall indemnify, defend, save and hold harmless the CLIENT and LANGAN from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever (including reasonable attorneys' fees and litigation costs) which arise out of or are connected with or are claimed to arise out of or claimed to be connected with the design (to the extent the design is based on calculations, plans and drawings by contractor or anyone acting by, through or under contractor for which contractor is responsible) and performance of work by the contractor, or any act or omission of the contractor. Without limiting the generality of the foregoing, such defense and indemnity shall include all liability, damages, loss, claims, demands and actions on account of personal injury, death, property damage or any other economic loss to any indemnitee, any of indemnitees' employees, agents, contractors or subcontractors, licensees or invitees, or sustained by any other persons or entities, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, workers' compensation), contractual, tort or other liability of any indemnitee, contractor, subcontractor or any other persons."

In connection with any damages, loss, suit, claim or proceeding arising from or otherwise related to the execution of excavation, support of excavation, foundations, or underpinning activities, CLIENT agrees to use all reasonable efforts to seek defense and indemnification from the Contractor and Subcontractor responsible for the work, and, to the extent the CLIENT is entitled to be or is otherwise indemnified by contractors/subcontractors, CLIENT shall not seek indemnification from LANGAN.

In the event any part of this indemnification is determined to be void as a matter of law, then the clause shall automatically be reformed to be consistent with the law and apply the parties' intent to the maximum extent permissible by law.

J. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the total liability, in the aggregate, of LANGAN and its officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT, and to any third parties granted reliance, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by LANGAN or \$100,000, whichever is greater. The CLIENT may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by LANGAN.

To the extent damages are covered by property insurance, LANGAN and the CLIENT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. LANGAN and the CLIENT, as appropriate, shall require of the contractors, subcontractors, consultants, subconsultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

K. WAIVER OF CONSEQUENTIAL DAMAGES

LANGAN and the CLIENT waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the services provided by LANGAN regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory. This mutual waiver shall survive termination or completion of this Agreement.

L. INSURANCE

LANGAN agrees to maintain workers' compensation insurance as required by law and general liability, automobile and professional liability insurance with minimum limits of \$1,000,000. Certificates of insurance will be issued to the CLIENT upon written request. The CLIENT agrees that it will require the construction manager, general contractor and, the contractor(s) responsible for performing the work reflected by or relating to LANGAN's services on the Project, to name LANGAN as an additional insured on its Commercial General Liability and Excess/Umbrella insurance policies for as long as construction manager, general contractor and contractor(s) are obligated to maintain coverage.

To the fullest extent permitted by law, Client hereby waives all rights of recovery under subrogation against LANGAN and its consultants.

M. FORCE MAJEURE

LANGAN will not be responsible or liable for any delays in performance or failure of performance related to any force majeure event, including but not limited to fire, flood, explosion, the elements, or other catastrophe, acts of God, war, riot, civil disturbances, terrorist act, strike, lock-out, refusal of employees to work, labor disputes, inability to obtain materials or services, or delays caused by the CLIENT, its agents, contractors, subcontractors, consultants, subconsultants or employees, or any governmental regulation or agency, or for any other cause beyond the reasonable control of LANGAN.

N. OPINION OF COST

Consistent with the Standard of Care in Section B of these General Terms and Conditions, any opinions rendered by LANGAN as to costs, including, but not limited to, opinions as to the costs of construction, remediation and materials, shall be made on the basis of its experience and shall represent its judgment as an experienced and qualified professional familiar with the industry. LANGAN cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. LANGAN's services required to bring costs within any limitation established by the CLIENT will be paid for as Additional Services.

O. PROJECT DELIVERABLES

All reports, opinions, notes, drawings, specifications, data, calculations, and other documents prepared by LANGAN and all electronic media prepared by LANGAN are considered its project Deliverables to which LANGAN retains all rights. The CLIENT acknowledges that electronic media are susceptible to unauthorized modification, deterioration, and incompatibility; and therefore, the CLIENT cannot rely upon the electronic media version of LANGAN's Deliverables. All Deliverables provided by LANGAN to the CLIENT as part of the Services are provided for the sole and exclusive use of the CLIENT with respect to the Project. Reliance upon or reuse of the Deliverables by third parties without LANGAN's prior written authorization is strictly prohibited. If the CLIENT distributes, reuses, or modifies LANGAN's Deliverables without the prior written authorization of LANGAN, or uses LANGAN's Deliverables to complete the project without LANGAN'S participation, the CLIENT agrees, to the fullest extent permitted by law, to release LANGAN, its officers, directors, employees and subconsultants from all claims and causes of action arising from such distribution, modification or use, and shall indemnify and hold LANGAN harmless from all costs and expenses, including the cost of defense, related to claims and causes of action arising therefrom or related thereto.

LANGAN will not sign any documents that certify the existence of conditions whose existence LANGAN cannot ascertain, or execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

P. CONFLICTS OF INTEREST

LANGAN provides engineering and other services on behalf of many companies and individuals; thus, during the time LANGAN is providing services to CLIENT it may also provide engineering and other services, unrelated to the services LANGAN is providing to CLIENT, to other present or future clients of LANGAN with interests adverse to CLIENT'S interests. CLIENT agrees that LANGAN'S services to CLIENT will not disqualify LANGAN from providing services to other clients in matters that are unrelated to the services LANGAN is providing to CLIENT, and CLIENT hereby waives any conflict of interest with respect to those services. LANGAN agrees not to use or disclose any proprietary or other confidential information of a nonpublic nature concerning CLIENT, which is acquired by LANGAN as a result of its service to CLIENT, in connection with any other matter, unless required to do so by law.

Q. TERMINATION

Except as otherwise provided in this Agreement, this Agreement may be terminated by either party upon not less than seven (7) calendar days' written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. If the defaulting party fails to cure its default within the seven (7) calendar day notice period or fails to commence action to cure its default if the cure cannot reasonably be completed within the seven (7) days, the non-defaulting party may terminate the Agreement. Failure of the CLIENT to make payments to LANGAN in accordance with this Agreement shall be considered substantial non-performance and grounds for termination or suspension of services at LANGAN's option after such seven (7) day notice period or anytime thereafter. In the event of termination, LANGAN will be compensated for all services performed and reimbursable expenses incurred prior to such termination and all termination expenses.

R. DISPOSAL OF SAMPLES

All samples, contaminated or otherwise ("Samples"), collected by LANGAN while performing services under this agreement remain the property and responsibility of the CLIENT. LANGAN may dispose of Samples in its possession after ninety (90) calendar days unless otherwise required by law or other arrangements are mutually agreed to in writing by the parties. At all times, any and all rights, title and responsibility for Samples shall remain with the CLIENT. Under no circumstances shall these rights, title and responsibility be transferred to LANGAN, and nothing contained in this Agreement shall be construed as requiring LANGAN to assume the status of an owner, operator, generator, storer, transporter or person who arranges for disposal, under any federal or state law or regulation.

S. RIGHT TO REFERENCE PROJECT

The CLIENT agrees that LANGAN has the authority to use its name as the CLIENT and a general description of the Project as a reference for other prospective clients.

T. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Neither party may assign or transfer this Agreement without the prior written consent of the other party. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any person or entity not a party to this Agreement, as a third-party beneficiary or otherwise under any theory of law.

U. DISPUTE RESOLUTION

LANGAN and the CLIENT agree that any disputes arising under this Agreement and the performance thereof shall be subject to non-binding mediation as a prerequisite to further legal proceedings, which proceeding must be brought in a court of competent jurisdiction in the state in which the office of LANGAN that issued the Proposal is located. LANGAN and CLIENT waive any right to a trial by jury.

All actions by CLIENT against LANGAN, and by LANGAN against CLIENT whether for breach of contract, tort or otherwise, shall be brought within the period specified by applicable law, but in no event more than five (5) years following substantial completion of LANGAN'S services. CLIENT and LANGAN unconditionally and irrevocably waive all claims and causes of action not commenced in accordance with this paragraph.

If the CLIENT asserts a claim against LANGAN relating to allegations of professional negligence in performance of LANGAN'S services under this Agreement, LANGAN will be entitled to reimbursement of any costs incurred by LANGAN in the defense of the professional negligence claim, including any expenses incurred as part of LANGAN'S professional liability insurance deductible, to the extent LANGAN is successful in its negligence defense.

V. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state in which the office of LANGAN that issued the Proposal is located.

W. ENTIRE AGREEMENT

This Agreement (consisting of these General Terms and Conditions, the accompanying Proposal and LANGAN's Fee Schedule, if applicable) constitutes the entire agreement between the parties, supersede any and all prior agreements or representations of the parties to this agreement and conflicting terms on documents created by the CLIENT, and may not be modified, amended, or varied except by a document in writing signed by the parties hereto.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AMENDING FAIR MARKET VALUE FOR PROPERTY LOCATED IN BLOCK 15702, LOT 31 AND KNOWN AS 423 GRAND STREET (FREED) WITHIN THE GRAND JERSEY REDEVELOPMENT AREA

WHEREAS, on June 20, 2017 the Board of Commissioners established fair market value for property located in Block 15702, Lot 31 (f/k/a Block 375, Lot 38) and more commonly known by the street address of 423 Grand Street within the Grand Jersey Redevelopment Area at \$1,600,000.00 in accordance with an acquisition appraisal prepared by New Jersey Realty Advisory Group, LLC; and

WHEREAS, the property is owned by Raymond, Jr., and Steven Freed; and

WHEREAS, the original appraisal establishing value became outdated and a current appraisal was required; and

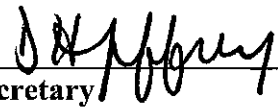
WHEREAS, an updated appraisal prepared by New Jersey Realty Advisory Group, LLC, indicates a revised fair market value of **\$1,970,000.00**, reflecting an increase of \$370,000.00 from the original authorized value of \$1,600,000.00; and

WHEREAS, this increase is due to an increase in the square footage that had not previously contemplated in the initial appraisal; and

WHEREAS, the Agency is agreeable to the amended fair market value as being reasonable, prudent and in the best interest of the public.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that a time adjusted/amended fair market value is acceptable and the Agency's offer for the aforementioned property is hereby amended to **\$1,970,000.00**.

BE IT FURTHER RESOLVED, that the Chairman, Vice Chairman, Secretary and/or Executive Director are hereby authorized to acquire said property and execute any and all documents necessary to effectuate the purposes set forth herein subject to the review and approval of the Agency's General Counsel.


Secretary

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 July 30, 2018.

RECORD OF COMMISSIONERS VOTE				
<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.	✓			
Daniel Rivera				✓
Darwin R. Ona				✓

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING
CONTRACT NO. 18-07-DN3 WITH AVID HANDYMAN
SERVICES FOR BUILDING MAINTENANCE SERVICES FOR
PROPERTY AT 665 OCEAN AVENUE IN THE JACKSON HILL
REDEVELOPMENT AREA**

WHEREAS, in order to properly maintain 665 Ocean Avenue the attached list of repairs demonstrates that the Agency requires the services of a Handyman company for services to be performed including but are not limited to repair and paint walls, fix bathroom fixtures, repair leaks, replace light bulbs, re-secure hand rails/banisters, monitor smoke detectors, and all necessary building maintenance related services that the Agency will need during the term of the contract.; and

WHEREAS, a proposal to provide building maintenance services from Avid Handyman Services (hereinafter "Contractor") in the amount not to exceed \$10,000.00; and

WHEREAS, the Contractor will perform the required duties as outlined in the attached proposal in a workmanlike manner during emergency and non-emergency instances to provide building maintenance services; and

WHEREAS, Agency staff has reviewed said proposal and found it acceptable; and

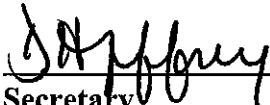
WHEREAS, the amount of the contract is under the bid threshold of \$40,000.00,

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that the Chairman, Vice Chairman and/or Secretary are hereby authorized to execute Contract No. 18-07-DN2 in the not to exceed amount of \$10,000.00 for

building maintenance services at 665 Ocean Avenue.

Resolution No. 18-07- 8

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.


Secretary

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 July 30, 2018.

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING
CONTRACT NO. 18-07-DN2 WITH KASSIM HANDYMAN
SERVICE, LLC FOR BUILDING MAINTENANCE SERVICES
FOR PROPERTY AT 665 OCEAN AVENUE IN THE JACKSON
HILL REDEVELOPMENT AREA**

WHEREAS, in order to properly maintain 665 Ocean Avenue the attached list of repairs demonstrates that the Agency requires the services of a Handyman company for services to be performed including but are not limited to repair and paint walls, fix bathroom fixtures, repair leaks, replace light bulbs, re-secure hand rails/banisters, monitor smoke detectors, and all necessary building maintenance related services that the Agency will need during the term of the contract.; and

WHEREAS, a proposal to provide building maintenance services from Kassim Handyman, LLC. (hereinafter "Contractor") in the amount not to exceed \$10,000.00; and

WHEREAS, the Contractor will perform the required duties as outlined in the attached proposal in a workmanlike manner during emergency and non-emergency instances to provide building maintenance services; and

WHEREAS, Agency staff has reviewed said proposal and found it acceptable; and

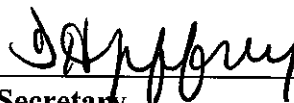
WHEREAS, the amount of the contract is under the bid threshold of \$40,000.00,

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that the Chairman, Vice Chairman and/or Secretary are hereby authorized to execute Contract No. 18-07-DN2 in the not to exceed amount of \$10,000.00 for

building maintenance services at 665 Ocean Avenue.

Resolution No. 18-07- 9

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.


Secretary

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 July 30, 2018.

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
AUTHORIZING A FAIR AND OPEN CONTRACT WITH
NETTA ARCHITECTS FOR PROFESSIONAL ENGINEERING
SERVICES IN THE JACKSON HILL REDEVELOPMENT
AREA**

WHEREAS, in furtherance of the goals and objectives of the local Redevelopment and Housing Law, the Jersey City Redevelopment Agency, as a local autonomous Agency, undertakes various redevelopment projects within the City of Jersey City; and

WHEREAS, the Agency is in need of professional engineering services during the rehabilitation activities of Block 22502, Lot 36-37, and known as 351 Martin Luther King Drive in the Jackson Hill Redevelopment Area which will involve survey work; and

WHEREAS, Netta Architects, who responded to our solicitation for Professional Engineering Services which the Agency requested on July 2, 2018 in accordance with N.J.S.A. 40A11-1 et seq., Local Public Contracts Law, was chosen to provide professional services on July 30, 2018, by Resolution of the Board of Commissioners; and

WHEREAS, Netta Architects has submitted a proposal for professional engineering services to perform survey work dated July 27, 2018 in the amount not to exceed \$6,800.00 (attached); and

WHEREAS, said contract will be for a term not to exceed (1) one year; and

WHEREAS, the cost of the work will be paid by Agency operating funds; and


WHEREAS, said services shall be in an amount not to exceed **\$6,800.00**; and

WHEREAS, the 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).

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that Professional Engineering Services Contract No. 18-7-PA04 with Netta Architects in an amount not to exceed \$6,800.00.

BE IT FURTHER RESOLVED, that the Chairman, Vice Chairman, Secretary, and/or Executive Director 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.



 SECRETARY

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 Regular Meeting of July 30, 2018.

<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. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona				✓



NETTAARCHITECTS

Via Email: Philo@jcnj.org

July 27, 2018

Mr. Phil Orphanidis
Jersey City Redevelopment Agency
66 York Street
Jersey City, NJ 07302

**RE: 351 MLK Drive
Block 22502; Lots 36 & 37
Jersey City
P18-129**

Dear Mr. Orphanidis:

Pursuant to your request, we are pleased to provide the following proposal for surveying and corner markers.

The firm of Netta Architects, along with our consultant, T&M Associates, Inc. agree to perform the following professional services as outlined below in Article I – Scope of Services.

ARTICLE I - SCOPE OF SERVICES

PHASE I - PRELIMINARY DESIGN

Civil Engineering

1. Boundary, Topo and utility survey; and
2. Installation of corner markers.

Preliminary Design Fee	\$ 6,800.00
(Task Time Frame 10 Days)	

PHASE II - DESIGN DEVELOPMENT – NOT APPLICABLE

PHASE IIA - BOARD SUBMISSION – NOT APPLICABLE

PHASE III - CONTRACT DOCUMENTS – NOT APPLICABLE

PHASE IV - BIDDING AND NEGOTIATION – NOT APPLICABLE

PHASE V – CONSTRUCTION ADMINISTRATION – NOT APPLICABLE

1084 Route 22 West, Mountainside, NJ, 07092
Tel: 973.379.0006 Fax: 973.379.1061 Email: info@nettaarchitects.com

ARTICLE II

Compensation:

The above outlined professional architectural design services listed in Article I shall be completed for a fee of Six Thousand Dollars, (\$ 6,800.00) inclusive of reimbursable expenses.

Fee Breakdown:

Phase I - Preliminary Design Fee	\$ 6,800.00
Phase II - Design Development Fee	\$ NA
Phase IIA - Board Submission Fee	\$ NA
Phase III - Contract Documents Fee	\$ NA
Phase IV - Bidding and Negotiation Fee	\$ NA
Phase V - Construction Administration Fee	\$ NA
TOTAL CONTRACTED SERVICES	\$ 6,800.00

Contract Endnotes:

*Reimbursable expenses incurred by Netta Architects and our consultants in the interest of completing the project in a timely manner will be billed monthly with a complete record of all incurred expenses.

*Professional design services billing is on a monthly basis. Payments are due upon receipt and not beyond any 30 day period. Reimbursable expenses will be billed in accordance to our standard fee schedule hereby attached and made a part of this agreement. In the event professional design fees are not paid in accordance with the 30-day term noted above, architect reserves the right to stop providing professional services until past due progress payments are received.

TERMS AND CONDITIONS

Professional design services billing is on a monthly basis. Payment is due within a 30 day period. Reimbursable expenses will be billed in accordance to our standard fee schedule hereby attached and made a part of this proposal.

ARTICLE III

LIMITATIONS OF SERVICES

1. This proposal is valid for sixty (60) days from the proposal date.
2. Netta Architects will rely on the accuracy of any information submitted to us by the client in the performance of our services, and will not be held responsible for errors or inaccuracies contained in information provided to us.
3. Netta Architects Scope of Service is as defined in the Project Scope and Scope of Professional Services as outlined in Article 1. Additional services beyond our outlined Scope will be performed under a separate agreement.
4. Geotechnical services are not included in the scope of this proposal. If Geotechnical services are required, it will be performed under a separate Agreement.
5. Environmental services are not included in the scope of this proposal. If Environmental services are required they will be performed under a separate Agreement.
6. Moisture and/or mold remediation services are not included in the scope of this proposal. If Moisture and/or mold remediation services are required, they will be performed under a separate Agreement.
7. This proposal does not include Asbestos identification survey or remediation monitoring. If Asbestos identification survey or remediation monitoring is required, it will be performed under a separate agreement.
8. This proposal does not include Lead paint assessment or monitoring. If Lead paint assessment or monitoring is required, it will be performed under a separate agreement.
9. Structural Engineering services are not included in the scope of this proposal. If Structural Engineering services are required they will be performed under a separate Agreement.
10. MEP Engineering services are not included in the scope of this proposal. If MEP Engineering services are required they will be performed under a separate Agreement.
11. Information Technology services are not included in the scope of this proposal. If Information Technology services are required they will be performed under a separate Agreement.

ARTICLE IV

TERMS

For the performance of its services, Netta Architects shall be paid by the CLIENT in accordance with the agreement. Netta Architects shall submit invoices to the CLIENT monthly, and a final invoice upon completion of all services. Payment is due upon presentation of an invoice and is past due thirty (30) days from the date of each invoice. The CLIENT agrees to pay a finance charge of two percent (2%) per month, or, if lesser, 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 Netta Architects. All past due payments which are made shall be applied first to accrued interest and then the principal unpaid amount.

Initial retainer must be paid before the start of any work on an executed contract of services agreement. The initial retainer required above shall be applied to the last scheduled payment invoice contained in this Contracted Services Agreement. Progress payments during the service phases must be paid within 30 days of the dated invoice. Netta Architects retains the right and shall stop production of services in this contract if progress invoices are not paid within 30 days of client's receipt of the invoice. Delivery of drawings may not be made available to the client from our office unless timely contracted service payment are made in addition to the time the client picks up the drawings.

ARTICLE V

REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and/or Architect's employees and/or consultants in the interest of the Project, as identified in the following Clauses.

- A. Expenses of routine transportation in connection with the Project, including tolls and parking; expenses in connection with the Project including authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.
- B. Expense of reproductions, postage, express deliveries, electronic facsimile transmissions and handling of Drawings, Specifications and other documents.
- C. If authorized in advance by the Owner's Representative, expense of overtime work requiring higher than regular rates.
- D. Expense of renderings, models and mock-ups requested by the Owner(s).
- E. Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner's Representative in excess of that normally carried by the Architect and Architect's consultants.

ARTICLE VI

RESPONSIBILITIES OF THE PARTIES

The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this agreement. Both parties shall endeavor to maintain good working relationships among all member of the Project team.

Owner:

Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

The Owner shall periodically update the budget for the Project, including the portion allocated for the Cost of Work. The Owner shall not significantly increase or decrease the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope of quality.

Architect:

The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1 – Scope of Service.

The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Article 1 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submission by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

ARTICLE VII

INSTRUMENTS OF SERVICE

Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for the purpose of constructing, using and maintain the Project, provided that the Owner shall comply with all obligation, including prompt payment of all sums when due, under this agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this agreement. Any termination of this agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all original and reproduction in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, correction or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

ARTICLE VIII

TERMINATION OR SUSPENSION

If the Owner fails to make payments to the Architect in accordance with this agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

If the Project is suspended by the owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the

Architect's services. The Architects fees for the remaining services and the time schedules shall be equitably adjusted.

ARTICLE IX

CONSTRUCTION

The architect shall not be responsible for the means, methods or acts and omissions of the building contractor, or any of their subsequent subcontractor, or their agents or employees or any other person directly connected to the performance of the work.

ARTICLE X

ADDITIONAL DESIGN SERVICES

Any additional architectural and or engineering services requested by the client or his representatives that is not specifically outlined in Article I – Scope of Services, within this contract, shall be provided to the owner and further charged for the services at an hourly rate as set forth and described herewith in our “Standard Schedule of Services” attached hereto and made a part of this contract.

ARTICLE XI

LIMITATIONS OF LIABILITY

The liability of Netta Architects its employees, agents, and subcontractors (hereinafter for purposes of this Article VI referred to collectively as “Netta Architects”), for Client’s claims of loss, injury, death, damage or expense, including, without limitation, Client’s claims of contribution and indemnification with respect to third party claims relating to the Services or to obligations imposed, hereunder, (hereinafter, “Client’s Claims”) shall not shall not exceed the aggregate: (1) the total sum of Netta Architects fee or \$50,000.00, whichever is greater, for Client’s Claims arising out of the professional negligence, including errors, omissions or other professional acts, and including unintentional breach of contracts; or (2) the total sum of \$250,000.00 for Client’s claims arising out of negligence, or other causes for which Netta Architects has any legal liability, other than as described in the “Compensation” section above. In no event shall either Netta Architects or Client be liable for consequential or indirect damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

ARTICLE XII

DISPUTES

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings in the New Jersey Superior Court by either party, as hereinafter provided. If such matter relates to or is the subject of a lien arising out of the Consultant’s services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Architect and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association (“AAA”) currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the AAA. The request may be made concurrently with the filing of a demand for arbitration but, in such

event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties agree to split the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the mediation required as a condition precedent to arbitration or the institution of legal or equitable proceedings in the Superior Court is terminated or expires, because an agreement has not been reached within sixty (60) days, or within such additional period to which the parties mutually agree or which is ordered by the court, the parties may mutually agree to arbitration in accordance with the Construction Industry Arbitration Rules of the AAA. In such case, the arbitration shall be held in the place where the project is located, unless another location is mutually agreed upon. In the event that the parties do not mutually agree to arbitrate before the AAA, the parties stipulate and agree that any dispute between them arising out of or related to this Agreement, whether equitable or legal relief is sought, shall be adjudicated and venued in the Superior Court of New Jersey, Union County. Each of the parties to this Agreement further stipulates and agrees to the personal and subject matter jurisdiction of the Superior Court of New Jersey, Union County for the adjudication of such dispute or proceeding.

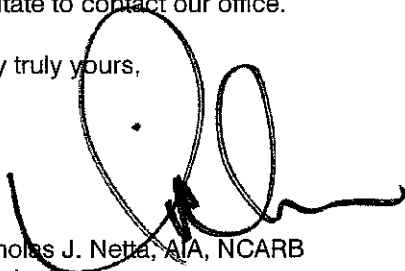
ARTICLE XIII

INDEMNIFICATION

If any claim is brought against Netta Architects, its employees, agents or subcontractors hereinafter for purpose of this Article VII referred to collectively as Netta Architects and/or Client by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of Netta Architects and Client, subject to the limitations of liability under Article XI above, shall be determined as follows: (1) if any negligence, breach of contract, or willful misconduct of Netta Architects caused any damage, injury or loss claimed by the third party, then Netta Architects and Client shall each indemnify the other against any loss of judgment on a comparative responsibility basis under comparative negligence principles (Client responsibility to include that of its agents, employees and other contractors); and (2) unless Netta Architects was guilty of negligence, breach of contract, or willful misconduct which in whole or in part caused damage, injury or loss asserted in the third party claim, Client shall indemnify Netta Architects against the claim, loss or legal fees consulting fees and other costs of defense reasonably incurred.

The firm of Netta Architects is very pleased to furnish you with this proposal. We look forward to working with you on a successful project. If you have any questions regarding this proposal, please do not hesitate to contact our office.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Nicholas J. Netta', with a large, stylized initial 'N'.

Nicholas J. Netta, AIA, NCARB
Principal

NJN/mm

IF THE PROPOSED SCOPE OF SERVICES AND ITS' TERMS AND CONDITIONS AS OUTLINED IN THIS AGREEMENT MEET WITH YOUR APPROVAL, KINDLY INITIAL EACH PAGE, SIGN AND RETURN ALL ORIGINALS TO THIS OFFICE ALONG WITH THE REQUIRED RETAINER PAYMENT. THIS CONTRACT AGREEMENT SHALL BECOME BINDING UPON BOTH PARTIES AFTER A FULLY SIGNED COPY OF THIS AGREEMENT IS EXECUTED BY BOTH PARTIES AND THE REQUIRED RETAINER PAYMENT IS RECEIVED BY OUR FIRM.

JERSEY CITY REDEVELOPMENT AGENCY

PHIL ORPHANIDIS

DATE

NETTA ARCHITECTS

NICHOLAS J. NETTA, AIA, NCARB
PRINCIPAL

DATE



NETTAARCHITECTS

STANDARD SCHEDULE OF RATES

Professional Services:

• Principal	\$	265.00 per hr.
• Senior Vice President	\$	245.00 per hr.
• Vice President	\$	230.00 per hr.
• Director	\$	200.00 per hr.
• Project Manager	\$	180.00 per hr.
• Senior Architect	\$	155.00 per hr.
• Architect Level I	\$	130.00 per hr.
• Architect Level II	\$	125.00 per hr.
• Architect Level III	\$	110.00 per hr.
• Draftsman	\$	65.00 per hr.
• Engineer	\$	150.00 per hr.
• Clerical	\$	50.00 per hr.
• Planning Board Appearance	\$	700.00 per app.

Reimbursable Expenses:

• Automobile Travel		Federal Rate
• Tolls		Direct Cost
• Reproductions	\$.50 per s.f.
• Digital Files	\$	200.00 per CD
• B&W Prints (8 1/2 " x 11")	\$.25 per sheet
• B&W Prints (8 1/2 " x 11" double sided)	\$.35 per sheet
• Color Prints (8 1/2 " x 11")	\$	2.50 per sheet
• B&W Prints (11 " x 17")	\$	1.00 per sheet
• Color Prints (11 x 17")	\$	5.00 per sheet
• B&W Plotting (12 " x 18")	\$	1.50 per plot
• B&W Plotting (15 " x 21")	\$	3.00 per plot
• B&W Plotting (24 " x 36")	\$	3.00 per plot
• B&W Plotting (30" x 42")	\$	6.00 per plot
• B&W Plotting (36 " x 48")	\$	9.00 per plot
• Color Plotting (8 1/2 " x 11")	\$	20.00 per plot
• Color Plotting (11 " x 17")	\$	40.00 per plot
• Color Plotting (24 " x 36")	\$	75.00 per plot
• Color Plotting (30" x 42")	\$	90.00 per plot
• Color Plotting (36 " x 48")	\$	100.00 per plot
• Express Mailing		1.2 x direct cost
• Computer Renderings Copies		1.3 x direct cost

Additional Professional Costs:

Surveyors, Professional Photography, Scientists, Engineers, Planners and Artist Renderings

- Consultants referenced above..... 1.2 x cost

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE CONDITIONAL DESIGNATION OF WEBB WASHINGTON COMMUNITY DEVELOPMENT CORPORATION AS REDEVELOPER FOR PROPERTY LOCATED WITHIN THE JACKSON HILL REDEVELOPMENT AREA

WHEREAS, by Resolution of the Board of Commissioners dated January 16, 2018, Webb Washington Community Development Corporation (hereinafter "Developer") was conditionally designated Developer for the construction of a mixed use building to contain approximately 25 two and three bedroom units on floors 2 through 6; approximately 2,700 square feet of commercial space on the ground floor with approximately 16 parking spaces; and

WHEREAS, property is located at Block 25001, Lot 66 (204 Stegman Street owned by the Agency) and Lot 68.01 (174-178 MLK Drive, owned by the City of Jersey City); and

WHEREAS, the parties are continuing their negotiations; and


WHEREAS, said conditional designation is about to expire and staff deems it appropriate to extend the conditional designation for an additional 120 days to expire on November 30, 2018 with an additional 60 days extension at the sole discretion of the Agency's Executive Director.

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

- 1) the above recitals are incorporated herein as if set forth at length;
- 2) the conditional designation of Webb Washington Community Development Corporation for property located at Block 25001, Lot 66 (204 Stegman Street owned by the Agency) and Lot 68.01 (174-178 MLK Drive, owned by the City of Jersey City) is hereby extended for 120 days thru November 30, 2018; and

3) the Executive Director is hereby authorized to extend the conditional designation herein granted for an additional 60 day period at the sole discretion of the Agency's Executive Director.

BE IT FURTHER RESOLVED, that the Chairman, Vice Chairman, Secretary and/or Executive Director 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.


Secretary

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 July 30, 2018.

<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. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona				✓

RESOLUTION OF THE JERSEY CITY REDEVELOPMENT AGENCY CONCERNING REVIEW OF FINDINGS AND RECOMMENDATIONS OF THE LOCAL FINANCE BOARD MADE AT A MEETING OF SAID BOARD ON NOVEMBER 9, 2017, IN ACCORDANCE WITH N.J.S.A. 40A:5A-6.

WHEREAS, the findings and recommendations issued by the Local Finance Board (the "Board") at a meeting held by said Board on November 9, 2017, relating to the issuance of not to exceed \$10,000,000 of tax-exempt bonds or notes (the "Bonds") by the Jersey City Redevelopment Agency (the "Agency") issued to pay for the acquisition of a building in the City of Jersey City and expenses related thereto (collectively, the "Project"), have been filed with the Secretary of the Agency, and a copy has been received by each member of the governing body; and

WHEREAS, N.J.S.A. 40A:5A-7 requires that the governing body of the Agency within 45 days of receipt of the Local Finance Board's findings and recommendations, shall certify by resolution to the Local Finance Board that the members thereof have personally reviewed the findings and recommendations, and

WHEREAS, the members of the governing body of the Agency have personally reviewed the Local Finance Board's findings and recommendations on the proposed project financing as evidenced by group affidavit of the governing body, and

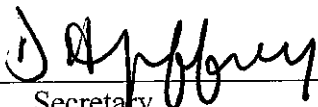
WHEREAS, failure to comply with this requirement may subject the members of the Agency to the penalty provisions of R.S. 52:27BB-52.

NOW THEREFORE, BE IT RESOLVED that the governing body of the Agency hereby states that it has complied with the requirements of N.J.S.A. 40A:5A-7 and does hereby submit a certified copy of this resolution and the required affidavit to the Board to show evidence of said compliance

Recorded Vote

<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. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Darwin R. Ona				✓
Daniel Rivera				✓

The foregoing is a true copy of a resolution adopted by the governing body of the Jersey City Redevelopment Agency at a special meeting of July 30, 2018.


Secretary

GROUP AFFIDAVIT FORM
CERTIFICATION OF GOVERNING BODY

State of New Jersey
County of Hudson

We, the members of the governing body of the Jersey City Redevelopment Agency, being of full age and being duly sworn according to law, upon our oath depose and say:

1. We are duly appointed members of the Jersey City Redevelopment Agency (the "Agency").
2. We certify that, pursuant to N.J.S.A. 40A:5A-7, we have personally reviewed the findings and recommendations of the Local Finance Board at a meeting held on November 9, 2017 relating to the issuance of not to exceed \$10,000,000 of bonds or notes.

<u>Name</u>	<u>Signature</u>
Rolando R. Lavarro, Jr.	_____
Evelyn Farmer	_____
Donald R. Brown	_____
Douglas Carlucci	_____
Erma D. Greene	_____
Darwin R. Ona	_____
Daniel Rivera	_____

[Note: The Corporate Secretary of the Agency shall set forth the reason for the absence of signature of any members of the governing body.]

Sworn to and subscribed before me
this ___ day of _____, 2018.

Notary Public
State of New Jersey

EXHIBIT A

FINDINGS AND RECOMMENDATIONS OF THE LOCAL FINANCE BOARD

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A
CONTRACT AWARD FOR A MUSEUM DEVELOPMENT
CONSULTANT IN THE JOURNAL SQUARE 2060
REDEVELOPMENT AREA**

WHEREAS, the Jersey City Redevelopment Agency (the "Agency") has determined that it is necessary and in the best interest of the Agency to procure the services of a Museum Development Consultant; and

WHEREAS, on September 13, 2017, the Agency issued a Request for Proposals for a Museum Development Consultant ("RFP") pursuant to the competitive contracting process of the Local Public Contracts Law (the "LPCL"), N.J.S.A. 40A:11-4.3, from qualified and experienced consultants, for the Pathside Museum Project; and

WHEREAS, on November 17, 2017, the Agency received Proposals from the following six (6) Respondents to the RFP:

1. EISTERHOLD ASSOCIATES
2. LORD CULTURAL RESOURCES
3. M. GOODWIN MUSEUM PLANNING, INC
4. OMA / AMO ARCHITECTURE PC & AEA CONSULTING
5. WEBB MANAGEMENT SERVICES, INC.
6. ZOE FAN-EN CHIU WAHBA; and

WHEREAS, the Proposals were reviewed and evaluated in accordance with the requirements of the RFP and the requirements of the competitive contracting process set forth in the LPCL, by the Agency's Evaluation Committee and Special Counsel; and

WHEREAS, based on this review, an Evaluation Report and Recommendation of Award (the "Report") was prepared and submitted to the Commissioners in accordance with the requirements of the LPCL; and

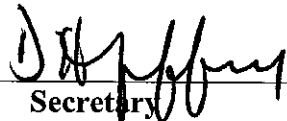
WHEREAS, as set forth in the Report, the Evaluation Committee recommends that a contract award be made to OMA / AMO ARCHITECTURE PC & AEA CONSULTING for the reasons set forth in the Report, and the Commissioners desires to award a contract to OMA / AMO ARCHITECTURE PC & AEA CONSULTING, in accordance with the recommendations of the Report.

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

18-07-13

1. The Commissioners hereby approve the recommendation of the Evaluation Committee and awards a contract to OMA / AMO ARCHITECTURE PC & AEA CONSULTING, pursuant to the competitive contracting process of the LPCL, for consulting services for the Agency's Pathside Museum Project, based on the terms and conditions set forth in the RFP.
2. The total amount authorized to be paid pursuant to the contract herein awarded shall not exceed the total sum of \$400,000.00, without further action by the Board of Commissioners subject to the availability of funds.
3. A notice of this contract award shall be published in the form prescribed by law

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Board of Commissioners of the Jersey City Redevelopment Agency, at their Special Meeting held on July 30, 2018 by the following vote:


Secretary

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A FOURTH AMENDMENT TO THE REDEVELOPER AGREEMENT WITH 184 MORGAN STREET ASSOCIATES URBAN RENEWAL, LLC FOR PROPERTY LOCATED IN THE MORGAN GROVE MARIN REDEVELOPMENT AREA

WHEREAS, on February 21, 2007 the Jersey City Redevelopment Agency entered in to a Redevelopment Agreement (hereinafter “Agreement”) with 184 Morgan Street Associates, Inc. and on April 19, 2011 a First Amendment was executed which acknowledged the creation of 184 Morgan Street Associates Urban Renewal, LLC (hereinafter “Redeveloper”); and

WHEREAS, said Agreement was further amended on January 9, 2014 and November 17, 2015; and

WHEREAS, the Agreement sets standards by which any proposed transfers would be assessed to determine whether the Agency would consent to such transfer, including but not limited financial ability, experience, reputation; and

WHEREAS, Redeveloper has requested the transfer from 184 Morgan Street Associates Urban Renewal, LLC to a new joint venture between 184 Morgan Street Associates Urban Renewal LLC and Albanese 331 Marin L-PRTNR LLC (“ADC LP”) and Albanese 331 Marin G-PRTNR LLC (“ADC GP”); and SOF-XI Morgan Holdings, L.P. (“Starwood LP”) and SOF-XI Moran Holdings GP, L.L.C. (“Starwood GP”); and

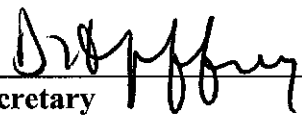
WHEREAS, the Joint Venture will be known as 184 Morgan Street Fee Owner, L.P. which will become the new developer; and

18-07-14

WHEREAS, the nature of the proposed transfer and the capability of the proposed transferee have been deemed acceptable by the staff of the Jersey City Redevelopment Agency; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that: 1) the above recitals are incorporated herein as if set forth at length; and 2) the transfer described is hereby approved conditioned on the new Joint Venture entering into an Amended and Restated Redevelopment Agreement with the Jersey City Redevelopment Agency.

BE IT FURTHER RESOLVED, that the Chairman, Vice Chairman, Secretary and/or Executive Director 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.


Secretary

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 July 30, 2018.

<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. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona				✓

**RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE JERSEY CITY REDEVELOPMENT AGENCY
AUTHORIZING AN EMERGENCY SERVICES
CONTRACT WITH WILLIE'S FENCE COMPANY, LLC,
TO INSTALL ONE ARCHED BASEBALL BACKSTOP
FOR THE BASEBALL FIELD 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 services from time to time; and

WHEREAS, the Agency has an emergency need to obtain the installation of one arched baseball backstop for the baseball field at Berry Lane Park (the "Project") in the Morris Canal Redevelopment Area in order to safeguard public safety and welfare from ordinary use of the baseball field in Berry Lane Park; and

WHEREAS, Agency staff recommends entering into said emergency contract with Willie's Fence Company, LLC, for the installation of one arched baseball backstop for the baseball field, for a term of one (1) month, for an amount not to exceed \$38,500.00; and

WHEREAS, the amount of the emergency contract is less than the bid threshold in N.J.S.A. 40A:11-3 for a contracting unit with a qualified purchasing agent; and

WHEREAS, this contract is being awarded pursuant to N.J.S.A. 40A:11-6, which allows a contract to be awarded without public bidding when an emergency affecting public health, safety or welfare requires the immediate delivery of services; and

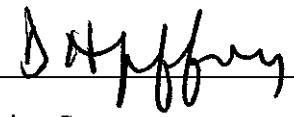
WHEREAS, notice of the award of this contract shall be published in a newspaper of general circulation as required by law.

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

1. The above recitals are hereby incorporated herein at if set forth at length.
2. The Board of Commissioners authorize entering into an emergency Contract with Willie's Fence Company, LLC, for the installation of one arched baseball backstop for the baseball field 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.



Acting Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board at its Special Meeting of July 30, 2018.

<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. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Darwin R. Ona				✓
Daniel Rivera				✓

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY DESIGNATING WALLABOUT REALTY HOLDING, LLC, AS REDEVELOPER FOR PROPERTY LOCATED WITHIN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, Wallabout Realty Holding, LLC (hereinafter referred to as “Redeveloper”), made a formal presentation to the Jersey City Redevelopment Agency (the “Agency”) for the construction of an eight (8) story building consisting of seven (7) stories of residential floors to contain approximately one hundred seventy (170) units over two (2) stories of parking, one below grade and one at grade, within the Morris Canal Redevelopment Plan; and

WHEREAS, the site is located at Block 19901, Lots 2-7 and 41-44, also known by the street addresses of 70-78 Woodward Street and 87-99 Van Horne Street, respectively (the “Property”); and

WHEREAS, the newly constructed project will include approximately one hundred seventy (170) units over two (2) stories of parking, one below grade and one at grade, of which approximately 21% of the proposed units will be dedicated to low and moderate affordable housing, as well as providing infrastructure improvements as required (the “Project”); and

WHEREAS, a minimum of 50% of the affordable housing units must be provided on-site; and

WHEREAS, the on-site inclusionary units will be provided to families of moderate income, unless the Applicant and the Agency agree on a different equivalent mix of the affordable units; and

WHEREAS, for the number of affordable units not constructed on-site, the Applicant shall provide a payment of \$18,000.00 per required inclusionary unit not constructed to the Agency as a contribution to the Affordable Housing Trust Fund; and

WHEREAS, the Project will be located within the Morris Canal Redevelopment Plan Area and subject to the Plan; and

WHEREAS, the Redeveloper will comply with the zoning requirements as well as the Morris Canal Redevelopment Plan; and will be seeking to amend the Plan to permit seven (7) residential stories over parking, not to exceed 90 feet in total that includes the requested density (170 units) within Berry Lane Park zone (current Berry Lane Park North and Berry Lane Park South zones would be combined into one Berry Lane Park Zone) in the Plan; and

WHEREAS, Wallabout Realty Holding, LLC, has requested designation as the Redeveloper for this site; and

WHEREAS, the site is owned by Wallabout Realty Holding, LLC; and

WHEREAS, staff has reviewed the application submitted and found it acceptable and are supportive of the proposed Project for the site; and

WHEREAS, Redeveloper will comply with all requirements from a design and construction standpoint as indicated in the plan.

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

- 1) Wallabout Realty Holding, LLC, or an entity to be formed by them, is hereby designated Redeveloper for the development of property located at Block 19901, Lots 2-7 and Lots 41-44 within the Morris Canal Redevelopment Area;
- 2) The designation is contingent upon: (i) Redeveloper being responsible for and assuming all costs incurred by the Agency, including but not limited to appraisal, title, environmental, legal, property maintenance, etc., for the proposed project; and

- 3) The designation granted herein is for a 120 day period to expire on November 30, 2018, which period may be extended for a period of sixty (60) days if necessary at the sole discretion of the Agency's Executive Director.

BE IT FURTHER RESOLVED, that the Chairman, Vice Chairman, Secretary and/or Executive Director 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.


Secretary

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 July 30, 2018.

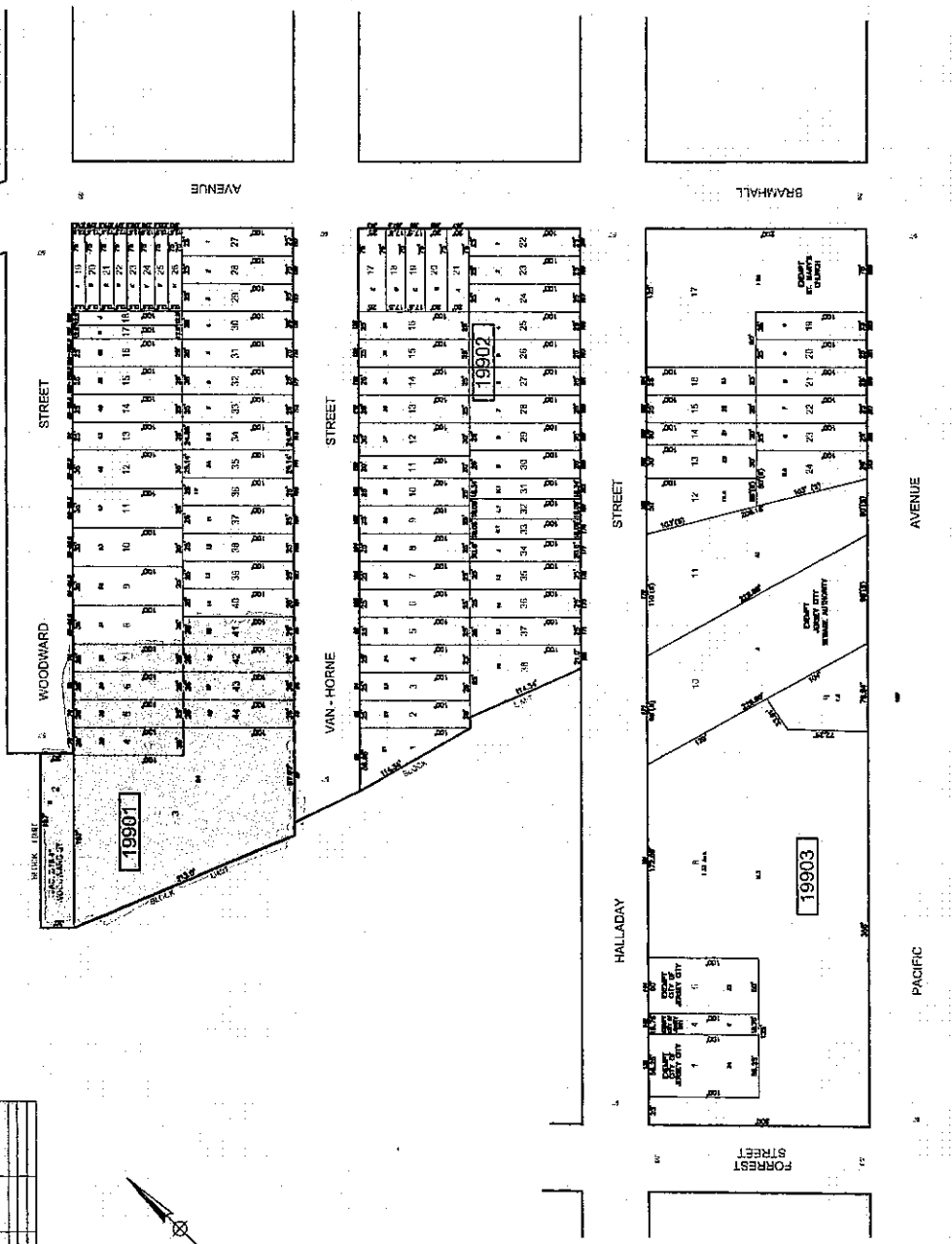
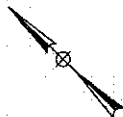
RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown				✓
Douglas Carlucci	✓			
Evelyn Farmer	✓			
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona				✓

SEE SHEET 189

SEE SHEET 198

REVISIONS

DATE	BY	DESCRIPTION	LOT
10/20/20	CHRISTOPHER A. MORRISON	2004	



SEE SHEET 201

SEE SHEET 215

THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED DRAFTING/DESIGN (CAD/D) AND COORDINATE GEOMETRY.

TAX MAP

CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE 1" = 50'
AUGUST, 2008

RICHARD A. MORALLE, P.E., P.L.S.
T & M ASSOCIATES
11 TINKAL ROAD, MANLINGTON TOWNSHIP
NEW JERSEY, 07728

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MAY, 2008, SIGNED
BY SANTO C. DIONATO, CTA AND
ASSIGNED SERIAL NUMBER 999

SEE SHEET 202

SEE SHEET 215

ART - 5042-000000000000

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING CONTRACT NUMBER 18-07-BD7 WITH DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT, INC. FOR ENGINEERING CONSULTING SERVICES IN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, in furtherance of the goals and objectives of the local Redevelopment and Housing Law, the Jersey City Redevelopment Agency, as a local autonomous Agency, undertakes various redevelopment projects within the City of Jersey City; and

WHEREAS, the Agency is in need of professional engineering consulting services for the transition to a new engineering firm for the Berry Lane Park project in the Morris Canal Redevelopment Area; and

WHEREAS, Dresdner Robin Environmental Management, Inc. has been the engineer of record for the project since 2007 and has extensive knowledge of the project site; and

WHEREAS, there is a need in order to effectuate a smooth transition, to have Dresdner Robin available to consult with the new engineer from time to time as the need arises; and

WHEREAS, Dresdner Robin Environmental Management, Inc., who responded to the Request for Qualifications for Professional Environmental Services which the Agency published on July 21, 2017 was qualified to provide professional services on August 15, 2017, by Resolution of the Board of Commissioners; and

WHEREAS, said contract will be in the amount not to exceed \$10,000.00, to be billed on a time and material basis, and for a term not to exceed (1) one year; and

WHEREAS, the cost of the work will be paid for by a funds provided to the Agency for the development of the Park; 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).

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that Contract No.18-07-BD7 with Dresdner Robin Environmental Management, Inc. in an amount not to exceed \$10,000.00 be awarded in accordance with City of Jersey City's Pay-to-Play Ordinance 08-128, as amended by Ordinance 09-096, and the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) these services are professional services and therefore are exempt from public bidding.

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.



 Secretary

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 July 30, 2018.

<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. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Darwin R. Ona				/ /
Daniel Rivera				/ /

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AWARDED CONTRACT NUMBER 18-07-MPN5 WITH POTOMAC-HUDSON ENVIRONMENTAL, INC. FOR PROFESSIONAL ENVIRONMENTAL SERVICES WITHIN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, in furtherance of the goals and objectives of the local Redevelopment and Housing Law, the Jersey City Redevelopment Agency, as a local autonomous Agency, undertakes various redevelopment projects within the City of Jersey City; and

WHEREAS, the Agency desires to conduct a Preliminary Assessment and Site Investigation on Block 19003, Lots 1-9 within the Morris Canal Redevelopment Area; and

WHEREAS, PHE submitted a proposal for environmental services dated July 13, 2018 in the amount not to exceed \$14,000.00 (attached); and

WHEREAS, said contract will be for a term not to exceed (1) one year; and

WHEREAS, funds for the work will be provided by the Redeveloper for the Project; 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)(j).

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that Professional Services Contract 18-07-MPN5 with Potomac-Hudson Environmental, Inc in an amount not to exceed \$14,000.00 is hereby awarded.

BE IT FURTHER RESOLVED , that the Chairman, Vice Chairman and/or Executive Director are hereby are authorized to execute any and all documents

necessary to effectuate this resolution subject to the review and approval of the Agency's General Counsel.


Diana Jeffrey, Acting Secretary

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 July 30, 2018.

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



POTOMAC-HUDSON ENVIRONMENTAL, INC.

July 13, 2018

Transmit via Electronic Mail

Mary Pat Noonan
Jersey City Redevelopment Agency
66 York Street - Floor 2
Jersey City, NJ 07302

Re: Proposal for a Preliminary Assessment/Phase I Environmental Site Assessment
FDAD Maple, LLC Properties
Block 19003, Lots 1 - 9
Morris Canal Redevelopment Area
Jersey City, New Jersey

Dear Mary Pat:

On behalf of Potomac-Hudson Environmental, Inc. (PHEnv), I am pleased to submit this proposal to provide environmental services to the Jersey City Redevelopment Agency (JCRA) (the "Client") for the referenced properties located Block 19003, Lots 1 through 9, New Jersey (the Site).

BACKGROUND ASSUMPTIONS

The Site consists of the following properties:

Block	Lot	Address	Owner
19003	1	323 Johnston Ave	Team Rhodi LLC
19003	2	319-321 Johnston Ave	Team Rhodi LLC
19003	3	317 Johnston Ave	Team Rhodi LLC
19003	4	315 Johnston Ave	Team Rhodi LLC
19003	5	313 Johnston Ave	Team Rhodi LLC
19003	6	311 Johnston Ave	E.L. Automotive Spec. c/o Tevis
19003	7	309 Johnston Ave	Team Rhodi LLC
19003	8	97 Monitor Street	97 Monitor Realty LLC
19003	9	282 Pine Street	George Lapcik

Based on information provided by Client, PHEnv understands the following assumptions to be facts upon which we will base our services.

- Client wishes to conduct a Preliminary Assessment/Phase I Environmental Site Assessment (PA/ESA) in order to identify any potential environmental issues at the Site prior to purchasing the properties.
- Client wishes to have a separate report prepared for each owner associated with the Site. Therefore, our cost is based on the preparation of four separate reports.
- Client will provide copies of title work for each lot to be obtained by the redeveloper of the Site.

Scientists • Planners • Engineers

P.O. Box 7, 207 S. Stevens Avenue, South Amboy, New Jersey 08879 • Phone: 732-525-3100 • Fax: 732-525-9254
P.O. Box 1206, 136 W. 16th Street, New York, New York 10011 • Phone: 212-243-3574 • Fax: 212-645-4634
16-4 Chapel Avenue, Jersey City, New Jersey 07305 • Phone: 201-413-0990 • Fax: 201-413-0960

- We anticipate that at least one file review will be required for 282 Pine Street since there is an active NJDEP case listed on the NJDEP dataminer database.
- If environmental areas of concern are identified during the PA/ESA, PHEnv will provide the Client with a proposal to conduct a Site Investigation (SI) scope of work.

SCOPE OF WORK

Based on PHEnv's understanding as outlined above, the following tasks represent the proposed scope of work for the project. PHEnv will conduct its services in accordance with the New Jersey Department of Environmental Protection (NJDEP) requirements as found in the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS, N.J.A.C. 7:26C), the Technical Requirements for Site Remediation (TRSR, N.J.A.C. 7:26E) and ASTM Standard E 1527-13, Standard Practice for Environmental Site Assessments and 40 CFR Part 312, Innocent Landowners, Standards for Conducting All Appropriate Inquiries (the All Appropriate Inquiries [AAI] Rule. Note that the work is also subject to the notification requirements found in the Spill Compensation and Control Act (N.J.S.A. 58:10-23.11.)

PHEnv will conduct a Preliminary Assessment / Phase I Environmental Site Assessment (PA/ESA) in order to identify, to the extent feasible, evidence of an Area of Concern (AOC), a Recognized Environmental Condition (REC) or a discharge of hazardous substances that could impact the Site.

PHEnv will review all available records for the Site. Records to be reviewed include a database search of federal, state and local agency records, historical documents such as Sanborn Fire Insurance Maps, industrial directories, environmental liens, site plans and facility as-built drawings, Title and Deed, maps and/or aerial photographs, local street directories and local building, health and zoning department records. In accordance with the ASTM standard, an environmental lien search and review will also be conducted. Industrial directories will be researched at the Jersey City library, if applicable.

Additionally, the ASTM standard has an affirmative requirement of the environmental professional to review any available government records regarding potential environmental concerns for the Site and nearby properties that may impact the Site. Please note that we have included the cost to conduct at least one file at the NJDEP offices in Trenton for the property located at 282 Pine Street since this property is listed in the NJDEP Site Remediation Program under Program Interest # 032794 and as such, there are most likely files to be reviewed for the Site. The actual cost will depend upon the quantity of material available for review. If additional funds are required due to the volume of material for the property, or if there are any additional file reviews required based on our OPRA requests, PHEnv will notify JCRA immediately in order to obtain additional funding.

PHEnv will submit an Open Public Records Act (OPRA) request for each of the nine properties to NJDEP for any environmental records pertaining to the properties. NJDEP requires a separate OPRA request per individual property. We have anticipated that at least one file review will be required for 282 Pine Street. PHEnv will also submit OPRA requests for each of the nine



properties to county and municipal agencies for records pertaining to the Site. If any such records are identified and are determined by PHEnv to be potentially relevant, PHEnv will conduct a review of the records to identify relevant information. The findings of the file review will be included in the PA/ESA as appropriate.

This proposal assumes that Client will provide access to the Site and persons knowledgeable of the Site (owners and occupants) so that PHEnv can conduct a site reconnaissance and interviews of said persons. The proposal further assumes that Client will provide PHEnv with a current tax map, if available, and any available current and historic site plans. This proposal also assumes that the Client will provide title reports for each of the nine lots that is anticipated to be ordered by the redeveloper for the Site. Therefore, the cost to conduct chain of titles for each lot is not included in our base pricing.

In accordance with the AAI rule and ASTM Standard, PHEnv will also conduct an evaluation of the VI pathway using known information about nearby contaminated properties, assumed information about subsurface conditions and an online screening tool. Note that the results of VI screening are not conclusive, as the presence or absence of a vapor hazard can only be determined through sampling and analysis of the interior building space and that sampling and analysis is not included in the scope of work.

Based on the above, PHEnv will conduct an evaluation and prepare a written report for each property owner, which will examine potential site-specific AOCs such as underground storage tanks; the use, generation, storage and/or disposal of hazardous materials; and the possible deposition of fill with regard to the potential for site contamination. We will also seek to identify any uses of the Site and properties immediately adjoining the Site that have the potential to generate or contain hazardous materials. If potentially significant AOCs are encountered at any point during our assessment of the property, PHEnv will notify Client immediately. As requested by the Client and noted above, a separate report will be prepared for each owner associated with the Site. Therefore, this proposal assumes that four separate reports will be prepared.

The four PA/ESA Reports will be prepared based solely upon the Site visit, literature/document review and interviews. The PA/ESA Reports will not include the sampling of soil, surface water, groundwater, air, building materials (asbestos or lead-based paint), vapors or other media, tank integrity testing or an evaluation of naturally occurring materials which may be hazardous, such as radon or methane. The reports will identify recommendations for further investigation (Site Investigation), if necessary. PHEnv will provide an electronic copy of each PA/ESA Report. A hard copy can be provided if requested.

SCHEDULE

PHEnv will initiate the scope of work promptly upon receiving written authorization from Client. The four PA/ESA Reports will be issued within four to six weeks of PHEnv's receipt of authorization to proceed, provided that all necessary information is obtainable within this time period. However, since at least one NJDEP file review will be required, it is possible that the



time frame for one or more of the reports may be extended in order to obtain the NJDEP file information and incorporate it into the reports. Please note that NJDEP may take up to four weeks to identify, retrieve and provide any files necessary for review and a like period to provide copies of files requested by the reviewer.

COST ESTIMATE

The PA/ESA will be conducted on a lump sum basis. We have anticipated that at least one file review will be required for 282 Pine Street, and have included an estimated budgeted cost of \$1,500 for the file review. The file review will be conducted on a time and expense basis in accordance with PHEnv's standard fee schedule since the actual quantity of information available for review and copying cannot be determined at this time. In addition, any other file reviews that are required based on our OPRA requests will be billed on a time and expense basis. PHEnv will notify JCRA immediately in order to obtain the additional funding necessary to complete any additional file review tasks.

Therefore, the total budget for this Scope of Work is as follows:

1. Lump sum Phase I ESA/PA (assumes 4 reports) (includes \$2,700 for historical research and radius report)	\$ 12,500
2. File review budget estimate (T&E cost basis) for 282 Pine Street	<u>\$ 1,500</u>
TOTAL BUDGET	\$ 14,000

Note that all pricing above assumes that a title history for each of the nine lots will be provided by the Client and that only one file review is required. File review costs will be invoiced on a time and expense basis in accordance with the Standard Fee Schedule. Likewise, any additional work requested by Client, such as a Site Investigation or asbestos survey, will be invoiced on a time and expense basis. All invoices are due and payable in accordance with Section 3 of PHEnv's Terms and Conditions.

LIMITATIONS

Client is responsible for obtaining access to the Site for PHEnv to complete an inspection. This proposal assumes that no potential AOCs or RECs are identified that require additional investigation. If additional investigation is required, PHEnv will provide a proposal to complete the work at Client's request.

This Proposal is valid for sixty (60) days from the date first set forth above. PHEnv may, in its sole discretion, either extend the period of validity or withdraw the Proposal at any time by providing written notification to Client.

We are very pleased to have this opportunity to provide our proposal to you. Should you have any questions regarding the foregoing, please call me. Should you find the terms of this proposal

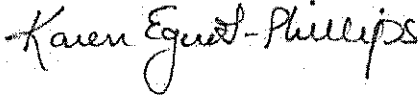


Mary Pat Noonan
July 13, 2018
Page 5 of 6

acceptable, please indicate your acceptance by signing below and returning a signed copy to PHEnv.

Sincerely,

Potomac-Hudson Environmental, Inc.



Karen Egnot-Phillips

Enclosures

The undersigned hereby authorizes Potomac-Hudson Environmental, Inc. to provide the services described in this Proposal in accordance with the provisions of this Proposal and the Terms and Conditions.

Signature

Date

Name (Printed)

Client



FEE SCHEDULE
Effective January 1, 2018

<u>PROFESSIONAL SERVICES</u>	<u>HOURLY RATE</u>
Principal	\$200
Director	\$170
Licensed Site Remediation Professional	\$165
Senior Project Manager	\$160
Project Manager	\$150
Senior Environmental Scientist/Engineer 3	\$145
Senior Environmental Scientist/Engineer 2	\$140
Senior Environmental Scientist/Engineer 1	\$130
Environmental Scientist/Engineer 2	\$120
Environmental Scientist/Engineer 1	\$110
Junior Environmental Scientist/Engineer 2	\$100
Junior Environmental Scientist/Engineer 1	\$ 90
Technician	\$ 82
Draftsperson	\$ 68
Word Processing/Clerical	\$ 55

SUBCONTRACTOR AND DIRECT COSTS

Subcontractor services and the costs associated with the purchase or rental of parts or specialized equipment will be billed at cost plus 15 percent. All direct charges (e.g., rental vehicles and equipment, meals, air/rail travel and lodging) and outside delivery and reproduction costs will be billed at cost plus 15 percent.

TRAVEL AND EQUIPMENT

Charges for company owned equipment and expendable supplies will be billed according to Potomac-Hudson Environmental, Inc.'s schedule of charges for equipment and supplies. Where applicable, the use of personal vehicles for travel will be charged at the current federal rate.



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING PURCHASE ORDER NUMBER 6130 AND THE EXECUTION OF A LEASE WITH MODSPACE TO RENT AN OFFICE TRAILER AT BERRY LANE PARK WITHIN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, on June 21, 2016, as amended on April 17, 2017, the Jersey City Redevelopment Agency Board Of Commissioners authorized the execution of a lease agreement with Modspace for the rental of an office trailer at Berry Lane Park in the Morris Canal Redevelopment Area; and

WHEREAS, the term of the lease has expired; and

WHEREAS, in order to provide temporary office space for park staff and to support the construction of the pavilion and skate park, the Agency deems it necessary to continue to rent an office trailer from Modspace for an additional twelve (12) month period for at an amount of \$565.00, plus a one time removal cost of \$763.00 per month, for a total contract amount of \$7,543.00; and

WHEREAS, Agency staff recommends awarding Purchase Order 6130 to Modspace; and

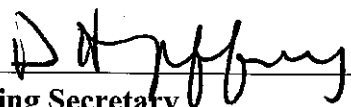
WHEREAS, pursuant to N.J.S.A. 40A:11-3, if an entity has a Qualified Purchasing Agent, a contract may be awarded if it does not exceed the sum of \$40,000.00.

18-07-19

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

1. the above recitations are incorporated herein as if set forth at length;
2. purchase order number 6130 is hereby authorized;
3. execution of a twelve (12) month lease with Modspace, in the amount of \$565.00 per month, plus a removal cost of \$763.00, (\$7,543.00 in total) for an office trailer at Berry Lane Park, is hereby approved.

BE IT FURTHER RESOLVED, that the Chairman, Vice Chairman and/or Executive Director 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.



 Acting Secretary

Certified to be a true and correct copy of the resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their special meeting of July 30, 2018.

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



This Offer Created For:
Jersey City Redevelopment Agency
 1303271

Date: 07/19/2018
 Offer #: 360032
 Offer Expires: 9/17/2018

800-523-7918

Customer Billing Address

Jersey City Redevelopment Agency
 Attn: Accounts Payable
 66 York Street - Suite 2
 Jersey City, NJ 07302
 Contact : Diana Jeffrey
 Phone : (201)761-0821
 Email : djeffrey@jcnj.org
 PO No :
 Project No :
 Project Name:

ModSpace Service Center

NJ-Woodbridge
 100 Pennval Road
 Woodbridge, NJ 07095
 Contact: Michelle Vito
 Phone : (866)322-0120 X 20987
 Fax : 610-232-1210
 Email : Michelle.Vito@modspace.com

Delivery Address

98 Berry Lane
 Jersey City, NJ 07097

Offer Type: Operating Lease

Only Modspace Offers You The Ultimate Confidence Pledge

Building Rental: SNGL1260				
Asset #: 12x60 office				
<u>Quantity</u>	<u>Term</u>	<u>Frequency</u>	<u>Rental Each</u>	<u>Monthly Rental</u>
1	12	Monthly	\$495.00	\$495.00
Total Monthly Rental:				\$495.00
Additional Items				
<u>Quantity</u>	<u>Description</u>		<u>Rental Each</u>	<u>Rental Total</u>
1	Personal Property Expense		\$0.00	\$0.00
2	Step Rental		\$35.00	\$70.00
Total Additional Monthly Items:				\$70.00
Delivery, Installation & Removal (One-Time Items)				
<u>Quantity</u>	<u>Service Description</u>		<u>Each</u>	<u>Total</u>
	<u>Remove</u>			
10	Remove Anchors		\$18.00	\$180.00
1	Unblock		\$130.00	\$130.00
	<u>Return Delivery</u>			
1	Fuel Charge		\$30.00	\$30.00
1	Transportation of Building		\$423.00	\$423.00
1	Transportation of Other (VAP)		\$*	\$*
<i>JCRA agrees to pay police escort directly if needed to return building.</i>				
Total Removal:				\$763.00
Total Monthly Rental:				\$565.00
Total Monthly Tax:				\$0.00
Total Monthly Amount:				\$565.00
Total One-Time Amount:				\$763.00
Total Tax on One-Time Items:				\$0.00
Total Amount Including 12 Month(s) Rent, Taxes, Delivery, Installation & Removal*:				\$7,543.00

Modular Space Corporation (dba "ModSpace"), 1200 Swedesford Road, Berwyn, PA 19312, CA Contractor License # 763309.



This Offer Created For:
Jersey City Redevelopment Agency
 1303271

Date: 07/19/2018
 Offer #: 360032
 Offer Expires: 9/17/2018

800-523-7918

Customer Billing Address

Jersey City Redevelopment Agency
 Attn: Accounts Payable
 66 York Street - Suite 2
 Jersey City, NJ 07302
 Contact : Diana Jeffrey
 Phone : (201)761-0821
 Email : dj Jeffrey@jcnj.org
 PO No :
 Project No :
 Project Name:

ModSpace Service Center

NJ-Woodbridge
 100 Pennval Road
 Woodbridge, NJ 07095
 Contact: Michelle Vito
 Phone : (866)322-0120 X 20987
 Fax : 610-232-1210
 Email : Michelle.Vito@modspace.com

Delivery Address

98 Berry Lane
 Jersey City, NJ 07097

* If Building Return and Removal amounts are not specified, such items will be billed at current rates at time of termination. *

Tax rates vary and are determined by the state, local, federal and/ or provincial tax jurisdictions, they are subject to change at any time without notice. Taxes are estimated and will be finalized based upon either the actual delivery address or in accordance with the laws of the various jurisdictions.

If sales tax exempt, proof of exempt status is required and must be validated by ModSpace prior to contract finalization.

Prevailing/ Davis-Bacon Wage Applicable: No Badging or Access Requirements Applicable: No Union Labor: No

Have everything you need to succeed?

Our wide range of support products and services make you more productive from Day 1. Here are few additional options:

Initial		Frequency	Quantity	Amount (each/item)
<input type="checkbox"/>	Insurance US-Damage Waiver	Monthly	1	\$75.00
<input type="checkbox"/>	Insurance US-Optional General Liability	Monthly	1	\$19.50
<input type="checkbox"/>	VAP Furniture-Jr Executive Desk Rental	Monthly	1	\$37.50
<input type="checkbox"/>	VAP Furniture-Executive Chair Rental	Monthly	1	\$37.50
<input type="checkbox"/>	VAP Furniture-Guest Chair Rental	Monthly	1	\$18.13
<input type="checkbox"/>	VAP Furniture-Conference Table Rental	Monthly	1	\$40.63
<input type="checkbox"/>	VAP Furniture-4 Drawer Vertical File Rental	Monthly	1	\$30.63
<input type="checkbox"/>	VAP Furniture-Folding Table Rental	Monthly	1	\$10.00
<input type="checkbox"/>	VAP Furniture-Stack Chair Rental	Monthly	1	\$5.00
<input type="checkbox"/>	VAP-Furniture Package Breakroom	Monthly	1	\$51.50
<input type="checkbox"/>	VAP-Furniture Package Drafting Room	Monthly	1	\$140.00
<input type="checkbox"/>	VAP-Furniture Package Office	Monthly	1	\$94.00
<input type="checkbox"/>	VAP-Furniture Package Rectangular Conference	Monthly	1	\$96.00
<input type="checkbox"/>	VAP-Furniture Package Round Conference	Monthly	1	\$56.00

Furniture delivery and return fees will vary based on quantity and delivery location. A minimum furniture order amount may be required. Your ModSpace representative can provide more information.



This Offer Created For:
Jersey City Redevelopment Agency
1303271

Date: 7/19/2018
Offer #: 360032
Offer Expires: 9/17/2018

Installation items based on level, flat compacted surface not to exceed 6" slope within 100' or additional charges may apply. Additional items will be billed in the event site is not ready or for any reason ModSpace is not allowed to do their scope of work upon arrival at site.

This Offer is subject to ModSpace's credit approval of Customer. ModSpace does not warrant that the equipment meets any local or state code not specifically listed herein. Pricing quoted herein is open for Customer's acceptance for sixty (60) days from the date of this Offer and excludes all state and local taxes, fees, permits and utility connections (unless specifically stated otherwise). Equipment is subject to availability. Unless otherwise stated herein, all site services are to be performed by non-union labor at non-prevailing wage. Customer is to provide clear and unobstructed access for delivery and installation of the equipment by standard mobile transport delivery. Customer is responsible for site preparation including, without limitation, site preparation, grade alterations, water and snow removal, providing firm and level ground and the identification and relocation of utility lines prior to ModSpace's arrival at the site. ModSpace shall not be responsible for and assumes no liability for the fitness or adequacy of the site, including availability, relocation, or mark-out of utilities. Any Value Added Product or Service ("VAPS"), including, but not limited to, storage containers, sanitary holding tanks, water delivery systems, portable toilets, wash stations, toilet trailers, septic tanks, generators, furnishings, security systems, internet service quoted by ModSpace are provided by ModSpace strictly as a matter of convenience to the Customer. ModSpace only serves as a billing agent for the third party vendor and assumes no liability for the performance of product or service offered. Customer's acceptance of the VAPS is subject to additional product specific terms and conditions. By signing below, customer accepts the terms of this Offer, leases the modular equipment and, if applicable, the VAPS identified herein, and agrees that such signature constitutes Customer's acceptance of and agreement to the Terms and Conditions of the ModSpace Lease Agreement, as well as, any product specific VAP offered herein. All such terms and conditions are located at <https://www.modspace.com/en/resources/terms-and-conditions>. Customer may request a copy of any such terms and conditions from a ModSpace representative. If Customer has previously executed a master agreement with ModSpace, those terms and conditions are incorporated as if fully set forth herein and are hereby supplemented, by reference contained herein, by the terms and conditions of any accepted VAP. Any customer purchase order or other customer-provided document purporting to replace, supersede or supplement the terms and conditions of the ModSpace Lease Agreement shall carry no force or effect except as an instrument of billing.



This Offer Created For:
Jersey City Redevelopment Agency
1303271

Date: 7/19/2018
Offer #: 360032
Offer Expires: 9/17/2018

By: _____
(Authorized Customer Signature)

By: _____
(Modular Space Corporation)

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Purchase Order #: _____

Job Name: _____

Tax Exempt: Yes _____ or No _____

If Yes, Please issue the certificate to Modular Space Corporation and return with the signed offer or contract.

ALL RIGHT, TITLE AND INTEREST OF MODULAR SPACE CORPORATION HEREUNDER HAS BEEN PLEDGED TO, AND IS SUBJECT TO THE SECURITY INTERESTS AND LIENS OF, BANK OF AMERICA, N.A., AS AGENT, PURSUANT TO THAT CERTAIN FOURTH AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT, DATED AS OF MARCH 2, 2017, AMONG MODULAR SPACE CORPORATION, THE OTHER BORROWERS PARTY THERETO, THE GUARANTORS PARTY THERETO, BANK OF AMERICA, N.A., AS AGENT, AND THE LENDERS FROM TIME TO TIME PARTY THERETO, AS AMENDED, RESTATED, AMENDED AND RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME AND PURSUANT TO CERTAIN SECURITY DOCUMENTS DELIVERED THEREUNDER. MODULAR SPACE CORPORATION SHALL HAVE NO RIGHT TO TRANSFER ITS RIGHT, TITLE OR INTEREST HEREUNDER TO ANY PARTY EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE RELEVANT LOAN DOCUMENTS.



Date: 07/19/2018
Offer #: 360032

If providing your own insurance you must supply your agency information below:

I (the lessee) have insurance in accordance with section 9 of the lease agreement. I will deliver the required certificates of insurance to ModSpace prior to delivery of the leased equipment. Modular Space Corporation must be listed as "Additional Insured" with \$1,000,000 minimum liability coverage & "Loss Payee" to include the full insurance value. If I fail to deliver the required insurance certificates prior to delivery, I understand that Modular Space Corporation has the right to add both the Optional General Liability and Damage Waiver Program to my lease.

Agency Name: _____

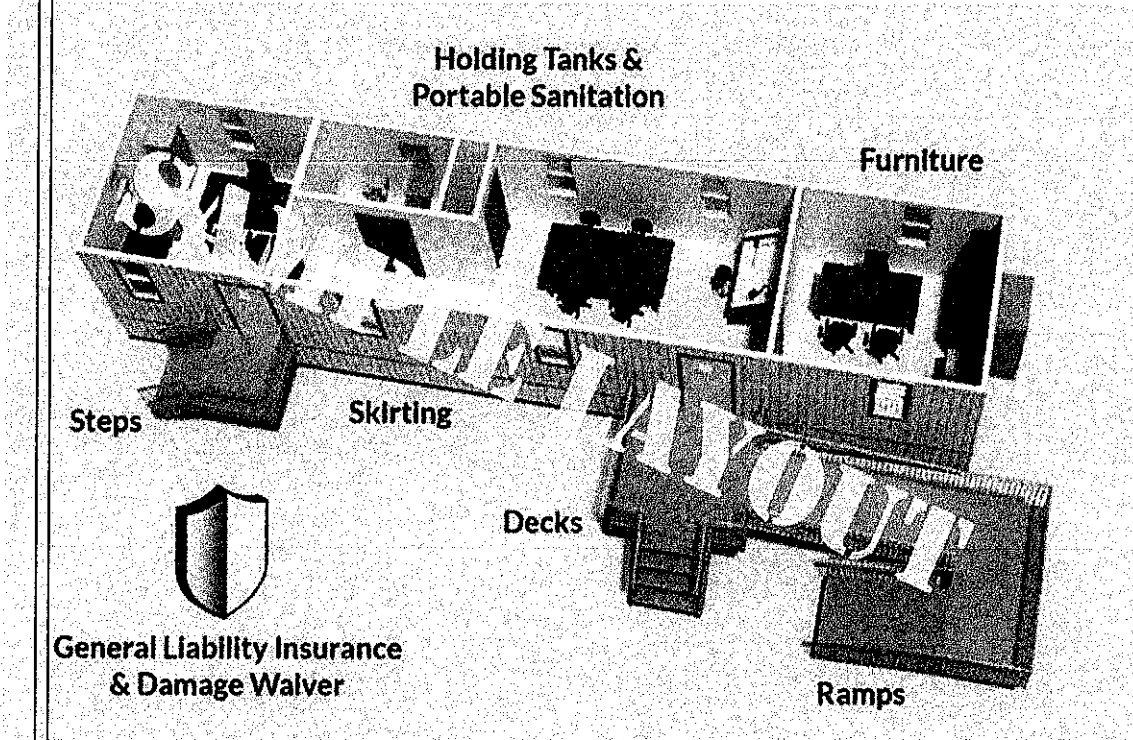
Phone: _____

Signature: _____



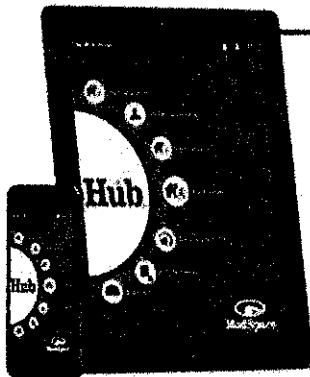
Missing something? We have what you need.

Let us help with furniture, steps, ramps, portable restrooms, holding tanks and more.
One call. One provider. One bill. Contact your sales representative or call 800-523-7918.



For illustrative purposes only. Not intended to be a representation of the actual building or additional equipment/services you are expecting to have delivered.

Got Your Quote... Get The Hub



THE Hub™

**A Faster, Easier Way to
Manage Your Lease**

Free App for Mobile or Desktop

- Track deliveries
- Request service
- Add equipment
- Schedule returns
- Plan your next project
- Request a quote

Visit ModSpace.com/Hub for more information.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING CONTRACT NUMBER 17-07-BD3 WITH DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT FOR PROFESSIONAL ENVIRONMENTAL SERVICES CONCERNING GROUNDWATER MONITORING AT BERRY LANE PARK IN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, in furtherance of the goals and objectives of the local Redevelopment and Housing Law, the Jersey City Redevelopment Agency, as a local autonomous Agency, undertakes various redevelopment projects within the City of Jersey City according to New Jersey's Local Redevelopment and Housing Law, NJSA 40A:12A-1 et seq., and

WHEREAS, on July 18, 2017 the Agency, in furtherance of the development of Berry Lane Park within the Morris Canal Redevelopment Area, entered into professional services contract 17-07-BD3 with Dresdner Robin Environmental Management, Inc. for an amount not to exceed \$95,000.00, to retain a Licensed Site Remediation Professional ("LSRP"), to install intermediate groundwater monitoring wells, collect and analyze groundwater samples for the presence of hexavalent chromium, and prepare associated reports for submission to the New Jersey Department of Environmental Protection; and

WHEREAS, the work of the LSRP is ongoing and the parties find it necessary to extend said contract to continue performance with no change in the original contracted amount or scope of work; and

WHEREAS, said contract has a remaining balance of \$12,101.47; and

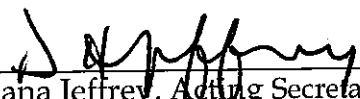
WHEREAS, Dresdner Robin Environmental Management, Inc. has extensive experience as a professional environmental consulting firm and said contract will be for a term not to exceed one (1) year; and

WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) these services are professional services and therefore are exempt from public bidding.

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

1. The above recitals are incorporated herein as if set forth at length;
2. Professional Services Contract No. 17-07-BD3 is hereby approved;
3. Said contract is hereby extended through July 16, 2019;
4. Said contract is to expend the remaining balance of \$12,101.47;
5. This resolution shall take effect immediately.

BE IT FURTHER RESOLVED, that the Chairman, Vice Chairman and/or Executive Director 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.


 Diana Jeffrey, Acting Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board at its special meeting on July 30, 2018.

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAIN	ABSENT
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 EXTENDING CONTRACT NUMBER 17-07-BD4 WITH DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT FOR PROFESSIONAL ENVIRONMENTAL SERVICES TO PREPARE DOCUMENTS FOR THE DEP CONCERNING BERRY LANE PARK IN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, in furtherance of the goals and objectives of the local Redevelopment and Housing Law, the Jersey City Redevelopment Agency, as a local autonomous Agency, undertakes various redevelopment projects within the City of Jersey City according to New Jersey's Local Redevelopment and Housing Law, NJSA 40A:12A-1 et seq., and

WHEREAS, on July 18, 2017 the Agency, in furtherance of the development of Berry Lane Park within the Morris Canal Redevelopment Area, entered into professional services contract 17-07-BD4 with Dresdner Robin Environmental Management, Inc. for an amount not to exceed \$95,794.00 to retain a Licensed Site Remediation Professional ("LSRP") and conduct remedial action activities such as prepare remedial action permits, remedial action reports, Remedial Action Outcomes, and Deed Notices for submission to the New Jersey Department of Environmental Protection; and

WHEREAS, the work of the LSRP is ongoing and the parties find it necessary to extend said contract to continue performance with no change in the original contracted amount or scope of work; and

WHEREAS, said contract has a remaining balance of \$91,856.50; and

WHEREAS, Dresdner Robin Environmental Management, Inc. has extensive experience as a professional environmental consulting firm and said contract will be for a term not to exceed one (1) year; and

18-07- 22

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY ESTABLISHING FAIR
MARKET VALUE FOR PROPERTY LOCATED IN BLOCK 19003, LOT
8 AND KNOWN AS 97 MONITOR STREET WITHIN THE MORRIS
CANAL REDEVELOPMENT AREA**

WHEREAS, the Jersey City Redevelopment Agency, pursuant to the provisions of N.J.S.A. 40:12A-1 et seq., as amended, has determined it necessary to acquire lands and premises located at 97 Monitor Street in Block 19003, Lot 8 within the Morris Canal Redevelopment Area and which area has been declared an "area in need of redevelopment"; and

WHEREAS, the property in question is owned by 97 Monitor St. LLC; and

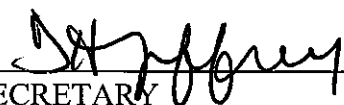
WHEREAS, the referenced property was appraised by New Jersey Realty Advisory Group, LLC to have a fair market value of \$455,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that the Agency accepts the valuation of \$455,000.00 by the Appraiser as having been performed in a competent manner and in accordance with applicable State Laws.

BE IT FURTHER RESOLVED, that the Agency is authorized to purchase said property located at 97 Monitor Street in Block 19003, Lot 8 for the sum referenced above and the Chairman, Vice-Chairman, Secretary and/or Executive Director of the Jersey City Redevelopment Agency are hereby authorized to enter into a contract and to sign all other documents necessary to consummate the acquisition of said premises subject to the review and approval of the Agency's General Counsel.

18-07-22

BE IT FURTHER RESOLVED, that in the event the Jersey City Redevelopment Agency cannot, for any reason acquire as a result of amicable negotiations said lands and premises, the Chairman, Vice-Chairman, Secretary and/or Executive Director are hereby authorized to institute condemnation proceedings, pursuant to the provisions of N.J.S.A. 20:3-1 et seq.


SECRETARY

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 July 30, 2018.

<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. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona				✓

FDAD MAPLE

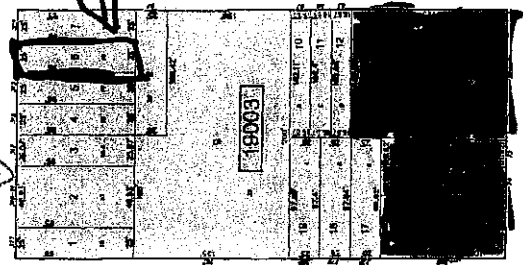
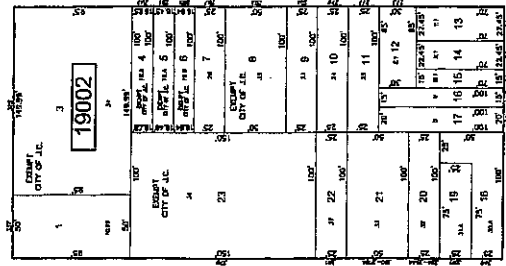
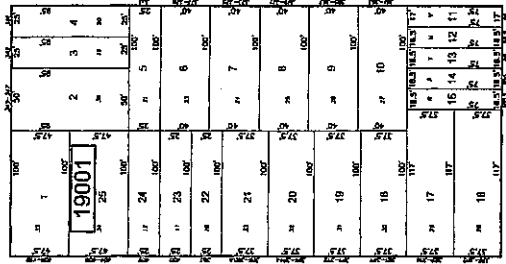
190

REVISIONS	BY	DATE	DESCRIPTION
1	CHARLES A. ANDERSON		
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SEE SHEET 175

AVENUE

JOHNSTON STREET



LOT 8

STREET

STREET

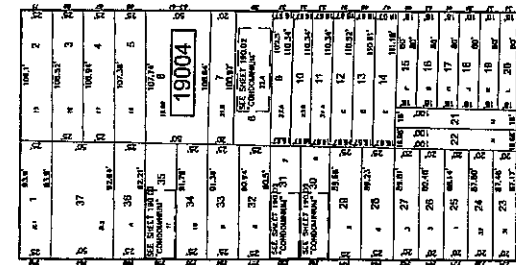
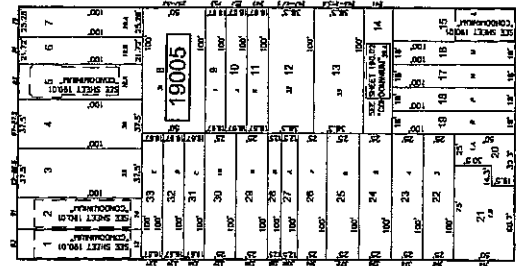
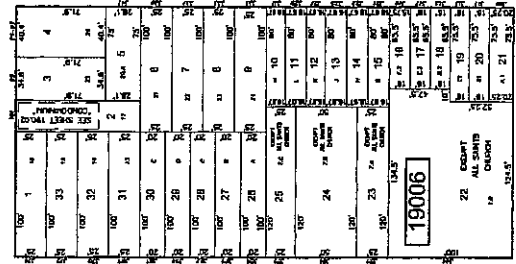
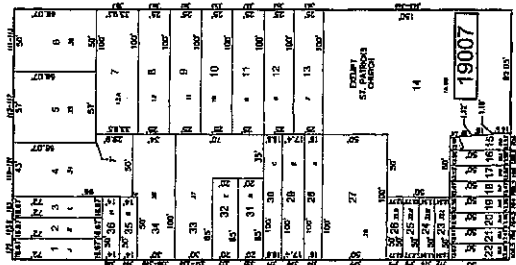
STREET

AVENUE

SEE SHEET 158



MAPLE STREET



STREET

HALLADAY STREET

PACIFIC STREET

WHITTON STREET

PINE STREET

MONITOR STREET

LAFAYETTE STREET

STREET

THIS MAP HAS BEEN GIVEN A FORMAL CERTIFICATION BY THE DIVISION OF TAXATION ON MAY, 2009, SIGNED BY SANTO C. DIDONATO, CTA AND ASSIGNED SERIAL NUMBER 959

TAX MAP

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY ESTABLISHING FAIR
MARKET VALUE FOR PROPERTY LOCATED IN BLOCK 23202, LOT
48 AND KNOWN AS 98 MYRTLE AVENUE WITHIN THE OCEAN
BAYVIEW REDEVELOPMENT AREA**

WHEREAS, the Jersey City Redevelopment Agency, pursuant to the provisions of N.J.S.A. 40:12A-1 et seq, as amended, has determined it necessary to acquire lands and premises located at 98 Myrtle Avenue in Block 23202, Lot 48 within the Ocean Bayview Redevelopment Area and which area has been declared an "area in need of redevelopment"; and

WHEREAS, the property in question is owned by Gladys D. Bell; and


WHEREAS, the referenced property was appraised by Integra Realty Resources, LLC to have a fair market value of \$90,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that the Agency accepts the valuation of \$90,000.00 by the Appraiser as having been performed in a competent manner and in accordance with applicable State Laws.

BE IT FURTHER RESOLVED, that upon the deposit of funds with the Agency in the amount of \$90,000.00, the Agency is authorized to purchase said property located at 98 Myrtle Avenue in Block 23202, Lot 48 for the sum referenced above and the Chairman, Vice-Chairman, Secretary and/or Executive Director of the Jersey City Redevelopment Agency are hereby authorized to enter into a contract and to sign all other documents necessary to consummate the acquisition of said premises subject to the review and approval of the Agency's General Counsel.

18-07- 21

BE IT FURTHER RESOLVED, that in the event the Jersey City Redevelopment Agency cannot, for any reason acquire as a result of amicable negotiations said lands and premises, the Chairman, Vice-Chairman, Secretary and/or Executive Director are hereby authorized to institute condemnation proceedings, pursuant to the provisions of N.J.S.A. 20:3-1 et seq.

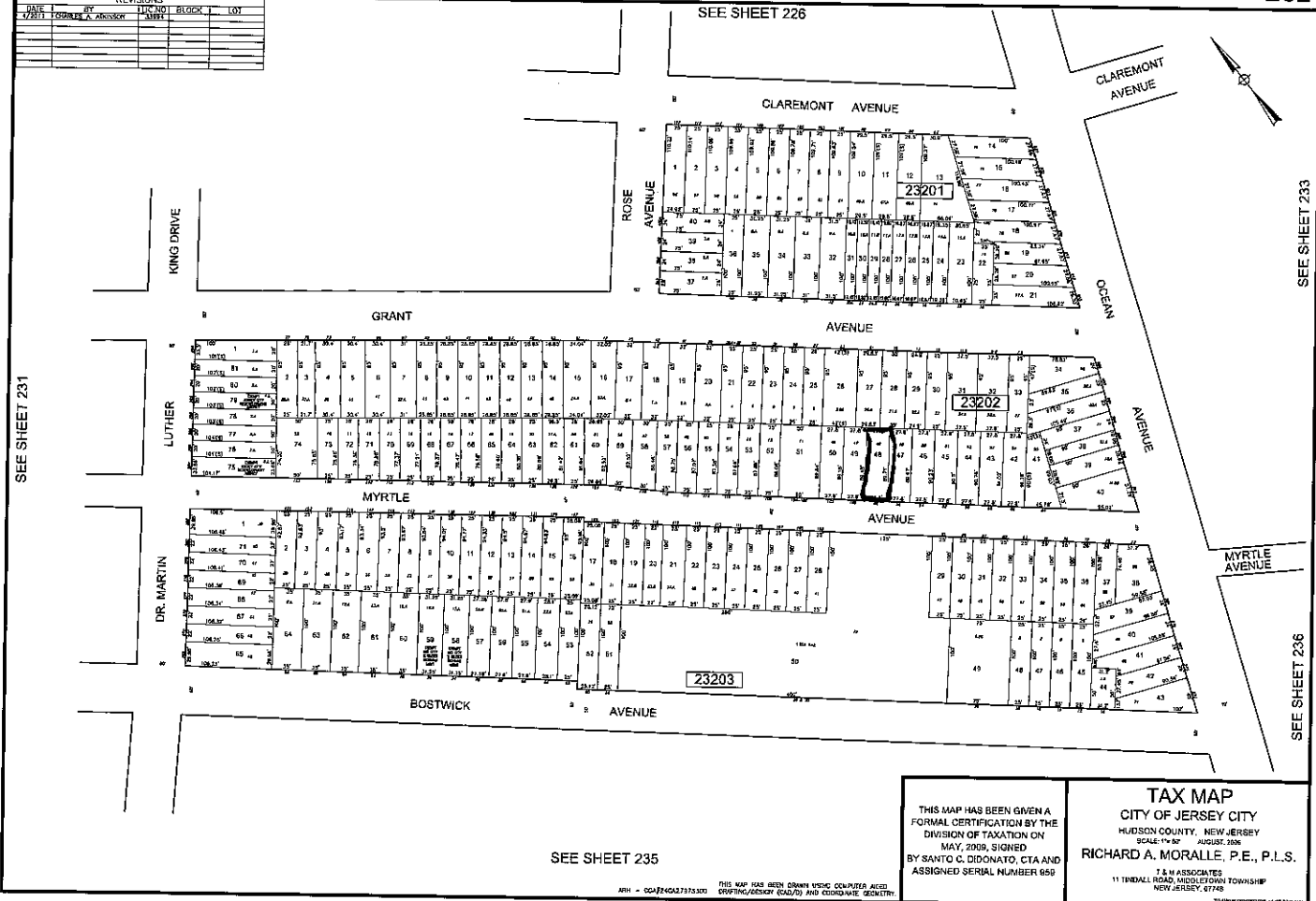

SECRETARY

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at a special meeting of July 30, 2018.

<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. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona				✓

L:\AGENDA\July 2018\98 Myrtle FMV.res.wpd

REVISIONS				
DATE	BY	REVISIONS	BLOCK	LOT
1/28/11	FRANK A. MORALLE	1st PRINT		



THIS MAP HAS BEEN GIVEN A FORMAL CERTIFICATION BY THE DIVISION OF TAXATION ON MAY, 2009, SIGNED BY SANTO C. DIDONATO, CTA AND ASSIGNED SERIAL NUMBER 650

TAX MAP
 CITY OF JERSEY CITY
 HUDSON COUNTY, NEW JERSEY
 SCALE: 1"=50' AUGUST, 2006
 RICHARD A. MORALLE, P.E., P.L.S.
 T & M ASSOCIATES
 11 TENDRAL ROAD, MIDDLETOWN TOWNSHIP
 NEW JERSEY, 07748

SEE SHEET 235

THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED DRAFTING/DESIGN (CAD) AND COORDINATE GEOMETRY
 A111 - 0247462375300

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING CONTRACT NO. 18-07-DN1 WITH OUTLET HOME INSPECTIONS, LLC FOR CONSULTATION OVERSIGHT SERVICES FOR PROPERTY AT 405-407 OCEAN AVENUE IN THE OCEAN BAYVIEW REDEVELOPMENT AREA

WHEREAS, the Agency is the owner of property located at 405-407 Ocean Avenue, Block 25804, Lots 26 and 25 located in the Ocean Bayview Redevelopment Area; and

WHEREAS, in furtherance of the objectives of the Ocean Bayview Redevelopment Plan, the Executive Director has deemed it appropriate to obtain a qualified licensed New Jersey Home Inspector to provide consultation oversight services related to the rehabilitation of 405-407 Ocean Avenue; and

WHEREAS, the Agency plans to complete the renovation of the property to include four (4) units of affordable housing and two (2) renovated retail spaces; and

WHEREAS, Uneek Inspirations, a non-profit organization that provides various after-school and summer programs to teach and mentor families in developing job readiness skills will occupy both retail spaces; and

WHEREAS, the Agency solicited proposals from home inspection firms that were deemed qualified in their field of endeavor by Agency staff; and

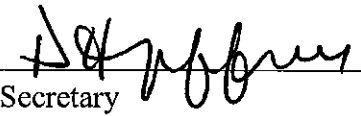
WHEREAS, Outlet Home Inspections, LLC submitted a proposal for consultation services for an amount not to exceed \$1,325.00; and

NOW, THEREFORE, it is hereby resolved by the Board of Commissioners of the Jersey City Redevelopment Agency that:

1. The above recitals are incorporated herein as if set forth at length.
2. The Jersey City Redevelopment Agency hereby authorizes Contract No. 18-07-DN1 between the Agency and Outlet Home Inspections, LLC, for consultation oversight services at 405-

407 Ocean Avenue, Jersey City, NJ, subject to final approval by the Agency's Executive Director and General Counsel.

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


Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Special Meeting of July 30, 2018.

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

Item

number

25:

Withdrawn

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
QUALIFYING APPRAISAL FIRMS FOR VARIOUS
APPRAISAL SERVICES IN ALL PROJECT AREAS**

WHEREAS, in compliance with City Ordinance No. 08-128 (Pay to Play Law), the Jersey City Redevelopment Agency issued an RFQ (Request for Qualifications) for Appraisal services on May 25, 2018; and

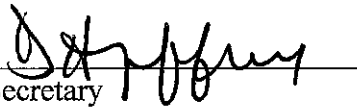
WHEREAS, the Agency received numerous responses to the RFQ and desires to qualify the following firms:

- Integra Realty Resources of Livingston, NJ
- Cooney Bovasso Realty Advisors, Inc of Rutherford, NJ
- New Jersey Realty Advisory Group, LLC of Woodbridge, NJ

WHEREAS, said contracts would not exceed \$75,000.00 over a one (1) year period.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that Integra Realty Resources of Livingston, NJ; Cooney Bovasso Realty Advisors, Inc of Rutherford, NJ; and New Jersey Realty Advisory Group, LLC of Woodbridge, NJ be considered qualified to enter into Professional Services Agreements with the Agency for the purposes of appraisal services in connection with the various redevelopment projects being undertaken by the Agency.

BE IT FURTHER RESOLVED, that the Chairman, Vice Chairman, Secretary, and/or Executive Director are hereby authorized to sign any and all documents necessary to carry out the intended purposes of this Resolution subject to the review and approval of the Agency's General Counsel.


Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at a special meeting of July 30, 2018.

RECORD OF COMMISSIONERS VOTE				
<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.	✓			
Daniel Rivera				✓
Darwin R. Ona				✓

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE AWARD OF APPRAISAL SERVICE CONTRACTS WITH INTEGRA REALTY RESOURCES 18-05-PAO2; COONEY BOVASSO REALTY ADVISORS, INC 18-05-PAO1, AND NEW JERSEY REALTY ADVISORY GROUP 18-05-PAO3. THESE FIRMS WERE QUALIFIED BY RESOLUTION ON JULY 30, 2018.

WHEREAS, in furtherance of the goals and objectives of the Local Redevelopment and Housing Law (NJSA 40A:12A-1 et seq.) the Agency requires the services of a licensed New Jersey appraisal firm experienced in numerous and varied types of valuations; and

WHEREAS, the Jersey City Redevelopment Agency requires appraisal services to assist it in complying with the requirements of N.J.S.A. 40A:12A-1 et seq.; and

WHEREAS, the Agency is desirous of entering into Professional Services Agreements with **INTEGRA REALTY RESOURCES (18-05-PAO2)- \$75,000; COONEY BOVASSO REALTY ADVISORS, INC (18-05-PAO1) - \$75,000; and NEW JERSEY REALTY ADVISORY GROUP (18-05-PAO3)- \$75,000;** collectively the "Appraisal Firms" for the period July 30, 2018 through July 17, 2019; and

WHEREAS, the contracts for appraisal services will not to exceed a cap of \$75,000 for all appraisal firms; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that a resolution authorizing the award of a contract be adopted by the Local Public Agency; and

WHEREAS, the 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.

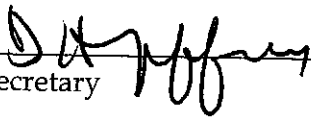
WHEREAS, the Appraisal Firms responded to an RFQ published by the Agency on May 25, 2018 and by Resolution dated July 30, 2018, the firms of **INTEGRA REALTY RESOURCES; COONEY BOVASSO REALTY ADVISORS, INC; and NEW JERSEY REALTY ADVISORY GROUP;** were qualified to conduct business with the Agency; and

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

1. The above recitals are incorporated herein as if set forth at length.
2. The cost of these Appraisal Firms services will not exceed the amount indicated above.

BE IT FURTHER RESOLVED, notice of this award shall be published in a newspaper of general circulation in accordance with N.J.S.A. 40A:11-5(1)(a)(i).

BE It FURTHER RESOLVED, that the Chairman, Vice Chairman, Secretary, and/or the Executive Director 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.


Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at a special meeting of July 30, 2018

RECORD OF COMMISSIONERS VOTE				
<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.	✓			
Daniel Rivera				✓
Darwin R. Ona				✓

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING CONTRACT NUMBER 17-08-DPD1 WITH CME ASSOCIATES FOR PROFESSIONAL PLANNING SERVICES FOR PROPERTY IN AN AREA IN NEED OF REDEVELOPMENT ALONG TONNELLE AVENUE AS DECLARED BY ADOPTED CITY RESOLUTION 16.808.

WHEREAS, the Agency and the City require a Redevelopment Plan for properties located within an “area in need of redevelopment” according to New Jersey’s Local Redevelopment and Housing Law, *NJSA 40A:12A-1 et seq.*, and specifically defined by adopted City of Jersey City Resolution 16-808; and

WHEREAS, the Agency entered into professional services contract 17-08-DPD1 with CME Associates to provide professional planning services on August 15, 2017 for an amount not to exceed \$35,000 for said services; and

WHEREAS, the parties find it necessary to extend said contract to continue performance with no change in the original contracted amount or scope of work; and

WHEREAS, said contract has a remaining balance of \$18,000.50, which shall be increased by \$17,000.00 for a new contract balance of \$35,000.00; and

WHEREAS, CME Associates Inc. has extensive experience as a professional planning and engineering firm and said contract will be for a term not to exceed one (1) year; and

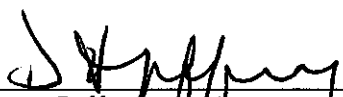
WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1et seq.) these services are professional services and therefore are exempt from public bidding.

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

4. Said contract is to expend the remaining balance of \$18,000.50, plus an additional \$17,000.00 for a new contract balance of \$35,000.00;

5. This resolution shall take effect immediately.

BE IT FURTHER RESOLVED, that the Chairman, Vice Chairman and/or Executive Director 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.


Diana Jeffrey, Acting Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board at its Special Meeting of July 30, 2018.

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAIN	ABSENT
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
APPROVING AN AMENDMENT TO PROFESSIONAL
SERVICES AGREEMENT No. 18-01-DJ9 WITH
McMANIMON, SCOTLAND & BAUMANN, LLC FOR
SPECIAL LEGAL COUNSEL SERVICES IN VARIOUS
REDEVELOPMENT AREAS CITY-WIDE**


WHEREAS, the Jersey City Redevelopment Agency requires the service of a Law Firm as Special Counsel, pursuant to certain requirements of N.J.S.A. 40A:12a-1 et. seq.; and

WHEREAS, at its meeting dated January 16, 2018, the Board of Commissioners of the Jersey City Redevelopment Agency authorized the Agency to enter into Agreement No. 18-01-DJ9 with the Law Firm of McManimon, Scotland & Baumann, LLC, within the purview of N.J.S.A. 40A:11-5(1)(a)(I),; and

WHEREAS, the parties are desirous of amending Agreement No. 18-01-DJ9, in the amount of \$100,000.00 for a new total contract amount of \$250,000.00

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that: the above recitations are incorporated herein as if set forth at length; authorization be and is hereby given to the Agency to enter into an amendment of Professional Services Agreement No. 18-01-DJ9 with the law firm of McManimon, Scotland & Baumann, LLC.

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.


 Secretary

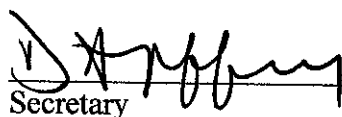
Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Special Meeting of July 30, 2018

<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. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Darwin R. Ona				✓
Daniel Rivera				✓

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE ACCOUNTS/INVOICES PAYABLE LIST AS OF JULY 30, 2018

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of July 30, 2018.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the Accounts/Invoices Payable List as of July 30, 2018 be approved as presented.


Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated July 30, 2018.

<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. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona				✓

Jersey City Redevelopment Agency Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
BROWNFIELD REDEVELOPMENT SOLUTIONS								
BROWNFIELD REDEVELOPMENT S	7/30/2018	7/9/2018	3950	Environmental Services - 25 Edge Avenue	\$1,267.50	\$0.00		\$1,267.50
BROWNFIELD REDEVELOPMENT S	7/30/2018	7/9/2018	3953	Environmental Services - HAZ SUB	\$427.50	\$0.00		\$427.50
BROWNFIELD REDEVELOPMENT S	7/30/2018	7/9/2018	3951	Environmental Services - EPA Grand Jersey S	\$255.00	\$0.00		\$255.00
BROWNFIELD REDEVELOPMENT S	7/30/2018	7/9/2018	3952	Oversight & Mgmt Svcs for EPA - RLF	\$606.25	\$0.00		\$606.25
BROWNFIELD REDEVELOPMENT S	7/30/2018	7/9/2018	3955	Environmental Services - PETRO	\$133.75	\$0.00		\$133.75
Totals for BROWNFIELD REDEVELOPMENT SOLUTIONS:					\$2,690.00	\$0.00		\$2,690.00
COONEY BOVASSO REALTY ADVISORS								
COONEY BOVASSO REALTY ADVI	7/30/2018	1/18/2018	18-4811	Real Estate Valuation - Comp Sale Research	\$2,000.00	\$0.00		\$2,000.00
Totals for COONEY BOVASSO REALTY ADVISORS:					\$2,000.00	\$0.00		\$2,000.00
Jesaniil Suazo								
Jesaniil Suazo	7/30/2018	7/25/2018		Reimbursement	\$90.00	\$0.00		\$90.00
Totals for Jesaniil Suazo:					\$90.00	\$0.00		\$90.00
JOHNNY ON THE SPOT, LLC								
JOHNNY ON THE SPOT, LLC	7/30/2018	7/4/2018	0000471689	Berry Lane Park - 1000 Garfield Avenue	\$255.65	\$0.00		\$255.65
Totals for JOHNNY ON THE SPOT, LLC:					\$255.65	\$0.00		\$255.65
MARYPAT NOONAN								
MARYPAT NOONAN	7/30/2018	7/18/2018		Reimbursement	\$193.00	\$0.00		\$193.00
Totals for MARYPAT NOONAN:					\$193.00	\$0.00		\$193.00
MLK Urban Renewal JV Partnership								
MLK Urban Renewal JV Partnership	7/30/2018	7/24/2018	July	HUB Rent Payment for City of Jersey City	\$2,474.46	\$0.00		\$2,474.46
Totals for MLK Urban Renewal JV Partnership:					\$2,474.46	\$0.00		\$2,474.46
PETROCCI AGENCY, LLC								
PETROCCI AGENCY, LLC	7/30/2018	7/17/2018	292 MLK	Insurance Renewal - 292 MLK Drive	\$2,891.70	\$0.00		\$2,891.70
Totals for PETROCCI AGENCY, LLC:					\$2,891.70	\$0.00		\$2,891.70
GRAND TOTALS:					\$10,594.81	\$0.00		\$10,594.81

Jersey City Redevelopment Agency Cash Requirements Report

Report name: Invoice Due Today
Show invoices open as of today
Do not include invoices scheduled to be generated
Calculate discounts as of today
Include all invoice dates
Include all post dates
Include these due dates: Today (7/30/2018)
Include all Post Statuses
Include all Invoices
Include all Vendors
Include all Banks
Include all Invoice Attributes
Include all Vendor Attributes

Jersey City Redevelopment Agency

Cash Requirements Report July 17, 2018 Board Meeting

30 SJ

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
66 YORK STREET, LLC								
66 YORK STREET, LLC	7/17/2018	7/9/2018	August	Rent Pymt for 66 York St	\$9,801.38	\$0.00		\$9,801.38
66 YORK STREET, LLC	7/17/2018	7/9/2018	August	Electric Utility Pymt	\$648.52	\$0.00		\$648.52
66 YORK STREET, LLC	7/17/2018	7/9/2018	August	Monthly Operating Expense	\$250.00	\$0.00		\$250.00
				Totals for 66 YORK STREET, LLC:	\$10,699.90	\$0.00		\$10,699.90
AFLAC								
AFLAC	7/17/2018	7/1/2018	June	Policy Deduction for Employees	\$588.42	\$0.00		\$588.42
				Totals for AFLAC:	\$588.42	\$0.00		\$588.42
AMERICAN ALLIANCE OF MUSEUMS								
AMERICAN ALLIANCE OF MUSEUM	7/17/2018	7/3/2018	Various	Advertising on AAMM Website - Oct 2017	\$2,000.00	\$0.00		\$2,000.00
				Totals for AMERICAN ALLIANCE OF MUSEUMS:	\$2,000.00	\$0.00		\$2,000.00
ARCHER & GREINER, P.C.								
ARCHER & GREINER, P.C.	7/17/2018	6/6/2018	4122643	Legal Services - 61-63 Stp Avenue	\$548.20	\$0.00		\$548.20
ARCHER & GREINER, P.C.	7/17/2018	4/5/2018	4116743	Legal Services - Water St Redevelopment/Mlyn	\$220.00	\$0.00		\$220.00
ARCHER & GREINER, P.C.	7/17/2018	6/6/2018	4122636	Legal Services - FIDAD Maple	\$1,712.93	\$0.00		\$1,712.93
ARCHER & GREINER, P.C.	7/17/2018	6/6/2018	4122635	Legal Services - 423 Grand Stree	\$2,263.70	\$0.00		\$2,263.70
ARCHER & GREINER, P.C.	7/17/2018	4/10/2018	4117728	Legal Services - Bates Street Redevelopment	\$3,465.00	\$0.00		\$3,465.00
ARCHER & GREINER, P.C.	7/17/2018	6/6/2018	4122645	Legal Services - Bates Street Redevelopment	\$5,417.50	\$0.00		\$5,417.50
ARCHER & GREINER, P.C.	7/17/2018	6/6/2018	4122644	Legal Services - General Representation	\$752.50	\$0.00		\$752.50
ARCHER & GREINER, P.C.	7/17/2018	6/6/2018	4122634	Legal Services - Point Capital/Suydamm Avenu	\$13,390.40	\$0.00		\$13,390.40
				Totals for ARCHER & GREINER, P.C.:	\$27,770.23	\$0.00		\$27,770.23
ASH URBAN DEVELOPMENT, LLC								
ASH URBAN DEVELOPMENT, LLC	7/17/2018	2/15/2018	Application	Environmental Remediation - Ash Street	\$97,442.45	\$0.00		\$97,442.45
				Totals for ASH URBAN DEVELOPMENT, LLC:	\$97,442.45	\$0.00		\$97,442.45
BEEES CONSTRUCTION LLC								
BEEES CONSTRUCTION LLC	7/17/2018	3/2/2018	6229	292 MLK Drive - Fire Protection (Phase II)	\$10,564.00	\$0.00		\$10,564.00
				Totals for BEEES CONSTRUCTION LLC:	\$10,564.00	\$0.00		\$10,564.00
BENJAMIN DELISLE								
BENJAMIN DELISLE	7/17/2018	6/20/2018	Reimbursement	Quick Coupling Key, Jim, Brass - Berry Lane P	\$172.83	\$0.00		\$172.83
BENJAMIN DELISLE	7/17/2018	7/17/2018	May/June	Travel Expense	\$211.93	\$0.00		\$211.93
				Totals for BENJAMIN DELISLE:	\$384.76	\$0.00		\$384.76
BROWNFIELD SCIENCE & TECHNOLOGY								
BROWNFIELD SCIENCE & TECHNO	7/17/2018	6/30/2018	764-06.18	Environmental Services - Turnkey/Ocean&Dwi	\$2,444.13	\$0.00		\$2,444.13
				Totals for BROWNFIELD SCIENCE & TECHNOLOGY:	\$2,444.13	\$0.00		\$2,444.13
CENTRAL PARKING SYSTEM								
CENTRAL PARKING SYSTEM	7/17/2018	7/9/2018	July	Parking for 15 Spaces at Harborside	\$3,912.55	\$0.00		\$3,912.55

Jersey City Redevelopment Agency

Cash Requirements Report
July 17, 2018 Board Meeting
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Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
FEDERAL EXPRESS	7/17/2018	7/6/2018	6-237-46249	Overnight Deliveries	\$356.82	\$0.00		\$356.82
Totals for FEDERAL EXPRESS:					\$356.82	\$0.00		\$356.82
GARRIDO ELECTRIC	7/17/2018	2/15/2018		Electric/Fire Alarm - 292 MLK Drive	\$11,690.00	\$0.00		\$11,690.00
Totals for GARRIDO ELECTRIC:					\$11,690.00	\$0.00		\$11,690.00
HUDSON COUNTY REGISTER								
HUDSON COUNTY REGISTER	7/17/2018	7/6/2018	1422094	Discharge of Mortgage - Liberty Harbor Holdi	\$31.00	\$0.00		\$31.00
HUDSON COUNTY REGISTER	7/17/2018	7/6/2018	1422124	Warrant to Satisfy Judgement - Kerrigan	\$28.00	\$0.00		\$28.00
HUDSON COUNTY REGISTER	7/17/2018	7/6/2018	1422097	Discharge of Mortgage - Liberty Harbor Holdi	\$31.00	\$0.00		\$31.00
HUDSON COUNTY REGISTER	7/17/2018	7/6/2018	1422106	Recording - 2nd Amendment Terzetto NJ LL	\$31.00	\$0.00		\$31.00
HUDSON COUNTY REGISTER	7/17/2018	7/6/2018	1422099	Discharge of Mortgage - Liberty Harbor Holdi	\$31.00	\$0.00		\$31.00
Totals for HUDSON COUNTY REGISTER:					\$152.00	\$0.00		\$152.00
HUDSON REPORTER ASSOC. LP								
HUDSON REPORTER ASSOC. LP	7/17/2018	6/30/2018	June	Public Notice - Bd Meeting	\$88.20	\$0.00		\$88.20
Totals for HUDSON REPORTER ASSOC. LP:					\$88.20	\$0.00		\$88.20
IN-LINE AIR CONDITIONING CO.,								
IN-LINE AIR CONDITIONING CO.,	7/17/2018	6/11/2018	0000048285	Betz-Cerc - Repair Unit Heater, RTU-1 & Rm	\$2,175.00	\$0.00		\$2,175.00
IN-LINE AIR CONDITIONING CO.,	7/17/2018	5/10/2018	0000048261	Betz-Cerc - Services rendered for Rm 207,311	\$769.02	\$0.00		\$769.02
IN-LINE AIR CONDITIONING CO.,	7/17/2018	6/4/2018	0000048457	Betz-Cerc - Breaker Tripped on 3rd Floor	\$256.34	\$0.00		\$256.34
IN-LINE AIR CONDITIONING CO.,	7/17/2018	5/29/2018	0000048266	Betz-Cerc - Freeze-stat tripped - Rm 117	\$109.86	\$0.00		\$109.86
IN-LINE AIR CONDITIONING CO.,	7/17/2018	6/19/2018	0000048360	Betz-Cerc - Rm 207 Drain line & performed a	\$150.68	\$0.00		\$150.68
IN-LINE AIR CONDITIONING CO.,	7/17/2018	6/18/2018	0000048373	665 Ocean Avenue - Thermostat Connection	\$270.00	\$0.00		\$270.00
Totals for IN-LINE AIR CONDITIONING CO.,:					\$3,730.90	\$0.00		\$3,730.90
INTEGRA REALTY RESOURCES - NORTHERN NJ								
INTEGRA REALTY RESOURCES - NC	7/17/2018	6/28/2018	19381	Real Estate Appraisal - 152 MLK Drive	\$3,000.00	\$0.00		\$3,000.00
Totals for INTEGRA REALTY RESOURCES - NORTHERN NJ:					\$3,000.00	\$0.00		\$3,000.00
J & B LANDSCAPE, INC.								
J & B LANDSCAPE, INC.	7/17/2018	6/21/2018	27423	Betz-Cerc - Monthly Maintenance	\$1,097.50	\$0.00		\$1,097.50
Totals for J & B LANDSCAPE, INC.:					\$1,097.50	\$0.00		\$1,097.50
JOHNNY ON THE SPOT, LLC								
JOHNNY ON THE SPOT, LLC	7/17/2018	6/30/2018	0000469702	Berry Lane Park - 1000 Garfield Avenue	\$1,693.17	\$0.00		\$1,693.17
JOHNNY ON THE SPOT, LLC	7/17/2018	6/6/2018	0000459489	Berry Lane Park - 1000 Garfield Avenue	\$255.65	\$0.00		\$255.65
Totals for JOHNNY ON THE SPOT, LLC:					\$1,948.82	\$0.00		\$1,948.82
JOHNSTON COMMUNICATIONS								
JOHNSTON COMMUNICATIONS	7/17/2018	6/19/2018	36930	Services Provided - 66 York Street	\$2,617.40	\$0.00		\$2,617.40
JOHNSTON COMMUNICATIONS	7/17/2018	6/19/2018	36931	Services Provided - 66 York Street	\$946.90	\$0.00		\$946.90
Totals for JOHNSTON COMMUNICATIONS:					\$3,564.30	\$0.00		\$3,564.30

Jersey City Redevelopment Agency

Cash Requirements Report

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Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
LWDMR ARCHITECTS								
LWDMR ARCHITECTS	7/17/2018	6/28/2018	15	Architectural Svcs - 292 MLK (Phase II)	\$1,610.00	\$0.00		\$1,610.00
				Totals for LWDMR ARCHITECTS:	\$1,610.00	\$0.00		\$1,610.00
MCMANIMON, SCOTLAND & BAUMANN, LLC								
MCMANIMON, SCOTLAND & BAU	7/17/2018	5/31/2018	154298	Legal Services - Berry Lane Park	\$920.08	\$0.00		\$920.08
MCMANIMON, SCOTLAND & BAU	7/17/2018	5/31/2018	154297	Legal Services - PPG Redevelopment	\$3,261.98	\$0.00		\$3,261.98
MCMANIMON, SCOTLAND & BAU	7/17/2018	5/31/2018	154301	Legal Services - Argent Venture/Johnston Vie	\$6,810.00	\$0.00		\$6,810.00
MCMANIMON, SCOTLAND & BAU	7/17/2018	5/31/2018	154313	Legal Services - 8 Aetha	\$2,983.44	\$0.00		\$2,983.44
MCMANIMON, SCOTLAND & BAU	7/17/2018	5/31/2018	154306	Legal Services - Argent - Aetha/Monmouth	\$6,826.55	\$0.00		\$6,826.55
MCMANIMON, SCOTLAND & BAU	7/17/2018	5/31/2018	154304	Legal Services - 100 Hoboken	\$1,200.00	\$0.00		\$1,200.00
MCMANIMON, SCOTLAND & BAU	7/17/2018	5/31/2018	154319	Legal Services - Nantard-Honestead	\$510.00	\$0.00		\$510.00
				Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC:	\$22,512.05	\$0.00		\$22,512.05
METLIFE								
METLIFE	7/17/2018	7/9/2018	8/10/18	Deferred Salary Per Attached	\$775.00	\$0.00		\$775.00
METLIFE	7/17/2018	7/9/2018	8/24/18	Deferred Salary Per Attached	\$775.00	\$0.00		\$775.00
				Totals for METLIFE:	\$1,550.00	\$0.00		\$1,550.00
MODULAR SPACE CORPORATION								
MODULAR SPACE CORPORATION	7/17/2018	6/17/2018	52481615	Trailer Rental - Berry Lane Park	\$674.20	\$0.00		\$674.20
				Totals for MODULAR SPACE CORPORATION:	\$674.20	\$0.00		\$674.20
MOISHE'S MOVING SYSTEMS								
MOISHE'S MOVING SYSTEMS	7/17/2018	7/9/2018	August	Storage at Dey Street	\$700.00	\$0.00		\$700.00
				Totals for MOISHE'S MOVING SYSTEMS:	\$700.00	\$0.00		\$700.00
NEW JERSEY COMMUNITY CAPITAL (NJCC)								
NEW JERSEY COMMUNITY CAPITA	7/17/2018	7/11/2018	201 New York Ave	Refund of Acquisition Funds	\$80,262.62	\$0.00		\$80,262.62
				Totals for NEW JERSEY COMMUNITY CAPITAL (NJCC):	\$80,262.62	\$0.00		\$80,262.62
PHILLIPS,PREISS GRYGIEL, LLC								
PHILLIPS,PREISS GRYGIEL, LLC	7/17/2018	5/31/2018	26662	Relocation Assistance - 239 Suydam Ave	\$70.00	\$0.00		\$70.00
PHILLIPS,PREISS GRYGIEL, LLC	7/17/2018	5/31/2018	26744	Grand Jersey Relocation	\$700.00	\$0.00		\$700.00
				Totals for PHILLIPS,PREISS GRYGIEL, LLC:	\$770.00	\$0.00		\$770.00
PITNEY BOWES CREDIT CORPORATIO								
PITNEY BOWES CREDIT CORPORAT	7/17/2018	7/9/2018	Quarterly	Quarterly Lease Payment for Stamp Machine	\$342.00	\$0.00		\$342.00
PITNEY BOWES CREDIT CORPORAT	7/17/2018	7/5/2018	1008125811	Supplies for Postage Machine	\$254.97	\$0.00		\$254.97
				Totals for PITNEY BOWES CREDIT CORPORATIO:	\$596.97	\$0.00		\$596.97
PUBLIC SERVICE ELECTRIC & GAS								
PUBLIC SERVICE ELECTRIC & GAS	7/17/2018	6/19/2018	405 Ocean	Electric & Gas Services at 405 Ocean Ave - O	\$23.62	\$0.00		\$23.62
PUBLIC SERVICE ELECTRIC & GAS	7/17/2018	6/19/2018	405 Ocean	Electric & Gas Services at 405 Ocean Ave - H	\$28.10	\$0.00		\$28.10
PUBLIC SERVICE ELECTRIC & GAS	7/17/2018	6/19/2018	405 Ocean	Electric & Gas Services at 405 Ocean Ave - F	\$28.86	\$0.00		\$28.86

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Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
PUBLIC SERVICE ELECTRIC & GAS	7/17/2018	6/19/2018	407 Ocean	Electric & Gas Services at 407 Ocean Ave - H	\$41.31	\$0.00		\$41.31
PUBLIC SERVICE ELECTRIC & GAS	7/17/2018	6/19/2018	407 Ocean	Electric & Gas Services at 407 Ocean Ave - F	\$244.86	\$0.00		\$244.86
PUBLIC SERVICE ELECTRIC & GAS	7/17/2018	6/20/2018	292 MLK	Electric & Gas Services at 292 MLK - HSE	\$39.87	\$0.00		\$39.87
PUBLIC SERVICE ELECTRIC & GAS	7/17/2018	6/20/2018	292 MLK	Electric & Gas Services at 292 MLK - Store	\$46.32	\$0.00		\$46.32
PUBLIC SERVICE ELECTRIC & GAS	7/17/2018	6/20/2018	292 MLK	Electric & Gas Services at 292 MLK - FL 1	\$62.62	\$0.00		\$62.62
PUBLIC SERVICE ELECTRIC & GAS	7/17/2018	6/20/2018	292 MLK	Electric & Gas Services at 292 MLK - FL 2	\$48.06	\$0.00		\$48.06
PUBLIC SERVICE ELECTRIC & GAS	7/17/2018	6/25/2018	152 MLK	Electric & Gas Services at 152 MLK	\$96.93	\$0.00		\$96.93
PUBLIC SERVICE ELECTRIC & GAS	7/17/2018	6/19/2018	152 MLK	Electric & Gas Services at 152 MLK - Office	\$377.36	\$0.00		\$377.36
PUBLIC SERVICE ELECTRIC & GAS	7/17/2018	6/20/2018	152 MLK	Electric & Gas Services at 152 MLK - HS	\$11.10	\$0.00		\$11.10
PUBLIC SERVICE ELECTRIC & GAS	7/17/2018	6/19/2018	152 MLK	Electric & Gas Services at 152 MLK - Apt 1	\$8.24	\$0.00		\$8.24
PUBLIC SERVICE ELECTRIC & GAS	7/17/2018	6/21/2018	665 Ocean	Electric & Gas Services at 665 Ocean - Office	\$669.25	\$0.00		\$669.25
PUBLIC SERVICE ELECTRIC & GAS	7/17/2018	6/20/2018	665 Ocean	Electric & Gas Services at 665 Ocean - Apt 2	\$92.18	\$0.00		\$92.18
PUBLIC SERVICE ELECTRIC & GAS	7/17/2018	6/20/2018	665 Ocean	Electric & Gas Services at 665 Ocean - Apt 2	\$101.57	\$0.00		\$101.57
PUBLIC SERVICE ELECTRIC & GAS	7/17/2018	6/20/2018	665 Ocean	Electric & Gas Services at 665 Ocean - Apt 2	\$34.58	\$0.00		\$34.58
PUBLIC SERVICE ELECTRIC & GAS	7/17/2018	6/20/2018	665 Ocean	Electric & Gas Services at 665 Ocean - Apt 2	\$36.69	\$0.00		\$36.69
PUBLIC SERVICE ELECTRIC & GAS	7/17/2018	6/20/2018	665 Ocean	Electric & Gas Services at 665 Ocean - Apt 3	\$42.63	\$0.00		\$42.63
PUBLIC SERVICE ELECTRIC & GAS	7/17/2018	6/20/2018	665 Ocean	Electric & Gas Services at 665 Ocean - Apt 3	\$70.58	\$0.00		\$70.58
PUBLIC SERVICE ELECTRIC & GAS	7/17/2018	6/20/2018	665 Ocean	Electric & Gas Services at 665 Ocean - Apt 3	\$30.38	\$0.00		\$30.38
PUBLIC SERVICE ELECTRIC & GAS	7/17/2018	6/20/2018	665 Ocean	Electric & Gas Services at 665 Ocean - Apt 3	\$39.42	\$0.00		\$39.42
PUBLIC SERVICE ELECTRIC & GAS	7/17/2018	6/19/2018	152 MLK	Electric & Gas Services at 152 MLK - Apt 2	\$8.24	\$0.00		\$8.24
PUBLIC SERVICE ELECTRIC & GAS	7/17/2018	6/19/2018	152 MLK	Electric & Gas Services at 152 MLK - Apt 3	\$8.24	\$0.00		\$8.24
Totals for PUBLIC SERVICE ELECTRIC & GAS:					\$2,191.01	\$0.00		\$2,191.01
SITEONE LANDSCAPING SUPPLY HOLDING, LLC								
SITEONE LANDSCAPING SUPPLY HC	7/17/2018	6/7/2018	665 Ocean	Landscaping - 15 Gallon Treegator Jr Pro Bro	\$1,387.59	\$0.00		\$1,387.59
Totals for SITEONE LANDSCAPING SUPPLY HOLDING, LLC:					\$1,387.59	\$0.00		\$1,387.59
STAPLES CREDIT PLAN								
STAPLES CREDIT PLAN	7/17/2018	7/5/2018	Various	Office Supplies	\$899.76	\$0.00		\$899.76
Totals for STAPLES CREDIT PLAN:					\$899.76	\$0.00		\$899.76
STATE OF N.J. DEPT OF LABOR								
STATE OF N.J. DEPT OF LABOR	7/17/2018	7/9/2018	JERS	Assessment Bill and Rate Computation 12/20	\$175.64	\$0.00		\$175.64
Totals for STATE OF N.J. DEPT OF LABOR:					\$175.64	\$0.00		\$175.64
SUPERIOR COURT OF NEW JERSEY								
SUPERIOR COURT OF NEW JERSEY	7/17/2018	7/13/2018	423 Grand	Condemnation of 423 Grand Street	\$370,000.00	\$0.00		\$370,000.00
SUPERIOR COURT OF NEW JERSEY	7/17/2018	7/9/2018	282 Pine	Condemnation of 282 Pine Street - Block 190	\$1,410,000.00	\$0.00		\$1,410,000.00
Totals for SUPERIOR COURT OF NEW JERSEY:					\$1,780,000.00	\$0.00		\$1,780,000.00
THE EVENING JOURNAL ASSOCIATIO								
THE EVENING JOURNAL ASSOCIAT	7/17/2018	6/30/2018	June	Legal - Public Notice	\$113.77	\$0.00		\$113.77
Totals for THE EVENING JOURNAL ASSOCIATIO:					\$113.77	\$0.00		\$113.77

Jersey City Redevelopment Agency

Cash Requirements Report

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Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
The Law Offices of Wanda Chin Monahan	7/17/2018	4/12/2018	365	Legal Services - IC McElroy	\$325.00	\$0.00		\$325.00
Totals for The Law Offices of Wanda Chin Monahan, LLC:					\$325.00	\$0.00		\$325.00
THOMSON REUTERS WEST								
THOMSON REUTERS WEST	7/17/2018	6/22/2018	1000096700	Subscription	\$171.00	\$0.00		\$171.00
Totals for THOMSON REUTERS WEST:					\$171.00	\$0.00		\$171.00
TOSHIBA FINANCIAL SERVICES								
TOSHIBA FINANCIAL SERVICES	7/17/2018	6/10/2018	68461641	Copier Rental	\$1,309.50	\$0.00		\$1,309.50
TOSHIBA FINANCIAL SERVICES	7/17/2018	7/8/2018	68552470	Copier - August 2018	\$1,309.50	\$0.00		\$1,309.50
Totals for TOSHIBA FINANCIAL SERVICES:					\$2,619.00	\$0.00		\$2,619.00
TREASURER - STATE OF NEW JERSEY								
TREASURER - STATE OF NEW JER	7/17/2018	6/20/2018	000000182620500	Site Remediation - Droyers Pointe Northern P	\$1,780.00	\$0.00		\$1,780.00
TREASURER - STATE OF NEW JER	7/17/2018	7/1/2018	568229	BLP - Ground Water - Natural Attenuation P	\$2,100.00	\$0.00		\$2,100.00
Totals for TREASURER - STATE OF NEW JERSEY:					\$3,880.00	\$0.00		\$3,880.00
TWIN ROCKS SPRING WATER								
TWIN ROCKS SPRING WATER	7/17/2018	6/28/2018	5541717	Water & Cooler Rental	\$104.95	\$0.00		\$104.95
Totals for TWIN ROCKS SPRING WATER:					\$104.95	\$0.00		\$104.95
UNITED WAY OF HUDSON COUNTY								
UNITED WAY OF HUDSON COUNT	7/17/2018	6/30/2018	June	Prof. Mgmt of Social Svcs Program & Proper	\$3,160.00	\$0.00		\$3,160.00
Totals for UNITED WAY OF HUDSON COUNTY:					\$3,160.00	\$0.00		\$3,160.00
WCD CONSULTANTS								
WCD CONSULTANTS	7/17/2018	5/31/2018	0518139	Legal Services - Dunn Dump Site #5 South	\$4,630.00	\$0.00		\$4,630.00
WCD CONSULTANTS	7/17/2018	5/31/2018	0518138	Legal Services - Pittsburgh Metals & Graphic	\$6,240.00	\$0.00		\$6,240.00
Totals for WCD CONSULTANTS:					\$10,870.00	\$0.00		\$10,870.00
WOOD ENVIRONMENTAL & INFRASTRUCTURE SOLUTIONS								
WOOD ENVIRONMENTAL & INFR	7/17/2018	6/26/2018	J02208364	JCMUA Hazmat Survey	\$1,514.48	\$0.00		\$1,514.48
WOOD ENVIRONMENTAL & INFR	7/17/2018	5/2/2018	J02208115	JCMUA Hazmat Survey	\$2,076.47	\$0.00		\$2,076.47
Totals for WOOD ENVIRONMENTAL & INFRASTRUCTURE SOLUTIONS:					\$3,590.95	\$0.00		\$3,590.95
XEROX CORPORATION								
XEROX CORPORATION	7/17/2018	6/20/2018	093543881	Copy Machine Rental	\$223.49	\$0.00		\$223.49
Totals for XEROX CORPORATION:					\$223.49	\$0.00		\$223.49
GRAND TOTALS:					\$2,118,211.37	\$0.00		\$2,118,211.37

Jersey City Redevelopment Agency
Cash Requirements Report
July 17, 2018 Board Meeting

Report name: July 17, 2018 Board Meeting

Show invoices open as of today

Do not include invoices scheduled to be generated

Calculate discounts as of today

Include all invoice dates

Include all post dates

Include these due dates: 7/17/2018 to 7/17/2018

Include all Post Statuses

Include all Invoices

Include all Vendors

Include all Banks

Include all Invoice Attributes

Include all Vendor Attributes

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
WILLIAM WARD, ESQ.	6/26/2018	6/26/2018	Final Payment	Mocco/Kerrigan - Settlement Agreement	\$1,450,000.00	\$0.00		\$1,450,000.00
WILLIAM WARD, ESQ.				Totals for WILLIAM WARD, ESQ.:	<u>\$1,450,000.00</u>	<u>\$0.00</u>		<u>\$1,450,000.00</u>
				GRAND TOTALS:	\$1,450,000.00	\$0.00		\$1,450,000.00

Jersey City Redevelopment Agency Cash Requirements Report

Report name: Invoice Due Today
Show invoices open as of today
Do not include invoices scheduled to be generated
Calculate discounts as of today
Include all invoice dates
Include all post dates
Include these due dates: Today (6/26/2018)
Include all Post Statuses
Include all Invoices
Include all Vendors
Include all Banks
Include all Invoice Attributes
Include all Vendor Attributes

Jersey City Redevelopment Agency

Cash Requirements Report

July 17, 2018 Board Meeting

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
CRYSTAL POINT CONDOMINIUM ASSOC.	6/25/2018	6/13/2018	July	Monthly Maintenance Fee	\$149.53	\$0.00		\$149.53
CRYSTAL POINT CONDOMINIUM A	6/25/2018			Totals for CRYSTAL POINT CONDOMINIUM ASSOC.:	\$149.53	\$0.00		\$149.53
				GRAND TOTALS:	\$149.53	\$0.00		\$149.53

Jersey City Redevelopment Agency Cash Requirements Report

- Report name: Invoice Due Today
- Show invoices open as of today
- Do not include invoices scheduled to be generated
- Calculate discounts as of today
- Include all invoice dates
- Include all post dates
- Include these due dates: Today (6/25/2018)
- Include all Post Statuses
- Include all Invoices
- Include all Vendors
- Include all Banks
- Include all Invoice Attributes
- Include all Vendor Attributes

Jersey City Redevelopment Agency
Cash Requirements Report
July 30, 2018 Bd Meeting

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
AFLAC	7/30/2018	7/30/2018	483531	Policy Deduction for Agency Employees - Jul	\$392.28	\$0.00		\$392.28
AFLAC				Totals for AFLAC:	\$392.28	\$0.00		\$392.28
				GRAND TOTALS:	\$392.28	\$0.00		\$392.28

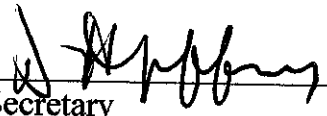
Jersey City Redevelopment Agency Cash Requirements Report

- Report name: Invoice Due Today
- Show invoices open as of today
- Do not include invoices scheduled to be generated
- Calculate discounts as of today
- Include all invoice dates
- Include all post dates
- Include these due dates: Today (7/30/2018)
- Include all Post Statutes
- Include all Invoices
- Include all Vendors
- Include all Banks
- Include all Invoice Attributes
- Include all Vendor Attributes

**RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE PERSONNEL LIST AS OF
JULY 30, 2018**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Personnel List as of July 30, 2018

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the Personnel List as of July 30, 2018 be approved as presented.


Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners adopted at their Meeting dated July 30, 2018.

RECORD OF COMMISSIONERS VOTE				
<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.	✓			
Daniel Rivera				✓
Darwin R. Ona				✓