

**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 :potential litigation 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 March 18, 2014.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Diane Coleman				
Evelyn Farmer				
Rolando R. Lavarro, Jr.				
Timothy N. Mansour				
John D. Petkanas				
Russell Verducci				

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE MINUTES OF THE REGULAR MEETING
DATED FEBRUARY 18, 2014**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Minutes from the Regular Meeting dated February 18, 2014 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 March 18, 2014.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Diane Coleman				
Evelyn Farmer				
Rolando R. Lavarro, Jr.				
Timothy N. Mansour				
John D. Petkanas				
Russell Verducci				

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE AWARD OF CONTRACT NO. 14-03-BD3 WITH CME ASSOCIATES FOR PROFESSIONAL ENVIRONMENTAL SERVICES IN ALL REDEVELOPMENT AREAS

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 various professional environmental services, including retaining an LSRP, strategic planning, management, technical oversight, and other services in support of the JCRA's brownfield programs throughout the City; and

WHEREAS, CME Associates ("CME"), who responded to the Request for Qualifications for Professional Environmental Services which the Agency published on August 23, 2013 in accordance with N.J.S.A. 40A:-20.4 et seq. (Pay to Play law) as it pertains to awarding Fair & Open Contracts, was qualified to provide professional services on November 19, 2013, by Resolution of the Board of Commissioners; and

WHEREAS, CME Associates has submitted a proposal for environmental services dated March 10, 2014; and

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

WHEREAS, funds available for the work will be provided by the Agency; 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 Professional Services Contract No.14-03-BD3 with CME Associates in an amount not to exceed \$10,000.00 be awarded in accordance with N.J.S.A 40A:20.4 et seq. pursuant to Fair and Open Contracts.

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 Regular Meeting of March 18, 2014.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Diane Coleman				
Evelyn Farmer				
Rolando R. Lavarro, Jr.				
Timothy N. Mansour				
John D. Petkanas				
Russell J. Verducci				



JOHN H. ALLGAIR, 1983-01
DAVID J. SAMUEL, P.E., P.P.
JOHN J. STEFANI, P.E., L.S., P.P.
JAY B. CORNELL, P.E., P.P.
MICHAEL J. McCLELLAND, P.E., P.P.
GREGORY R. VALES, P.E., P.P.

TIMOTHY W. GILLEN, P.E., P.P.
BRUCE M. KOCH, P.E., P.P.
LOUIS J. PLOSKONKA, P.E.
TREVOR J. TAYLOR, P.E., P.P.
BEHRAM TURAN, P.E., LSRP

March 10, 2014

**Jersey City Redevelopment Agency
66 York Street – 2nd Floor
Jersey City, New Jersey**

Attn: Mr. Benjamin Delisle, Director of Development

**Re: Proposal for LSRP Services
Compliance Evaluation for Various Sites
Jersey City Redevelopment Agency**

Dear Mr. Delisle:

CME Associates (CME) is pleased to submit for your consideration this proposal for Licensed Site Remediation Professional (LSRP) services for various Jersey City Redevelopment Agency's (JCRA) sites. CME was qualified by the JCRA on November 25, 2013 for environmental services. CME understands that the JCRA is responsible for a number of sites which may be out of compliance with NJDEP requirements. CME will assist the JCRA with the preparation of a compliance evaluation for various sites owned by the JCRA in accordance with the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS) Rules (NJAC 7:26C).

SCOPE OF SERVICES

CME will provide the JCRA with the necessary LSRP services to oversee JCRA's projects for maintaining compliance with applicable NJDEP rules and regulations. CME has identified the following initial tasks to develop a compliance evaluation for various sites:

- Development of a Master List for Contaminated Sites
- Preparation of Exemption Forms & Notification for Address Change
- Review of Biennial Certifications for Deed Notices and CEAs
- Preparation of Remedial Action Permits
- Preparation of Environmental Screening Reports



Mr. Benjamin Delisle, Director of Development
March 10, 2014
Page 2

Development of a Master List for Contaminated Sites:

CME will develop a Master List of contaminated sites that are owned by the JCRA. The Master List will provide the JCRA with an ability to track the status of each site, and assess the required compliance and monitoring requirements. The following subtasks will be implemented:

- CME will search for all JCRA sites using NJDEP electronic files including but not limited to NJDEP Data Miner.
- CME will identify each project with its NJDEP PI Number and conduct further research through NJDEP electronic files
- CME will review the Financial Obligations Summary for each site including any past due oversight fees prior to the LSRP Program, and the Annual Remediation Fees that may be applicable
- CME will evaluate the project status of each site with remedial needs by assessing any obtainable project history, reports, correspondence, etc.

Upon completion of the Master List of contaminated sites, CME will provide the JCRA with its recommendations concerning further remedial needs for each site.

Preparation of Exemption Forms & Notification for Address Change:

CME understands that JCRA may be "exempt" from site remediation requirements at certain project sites. CME will identify these projects for which JCRA will qualify, and submit to NJDEP the "Exemption from Spill Act Liability Certification Form." In addition, CME will assist the JCRA with submitting to NJDEP notifications for address changes.

Review of Biennial Certifications for Deed Notices and CEAs

CME will identify JCRA's responsibilities with respect to existing Deed Notices and Classification Exception Areas (CEAs) including monitoring and compliance requirements as follows:

- Identify missing Biennial Certifications for Deed Notices and CEAs
- Estimate the potential costs of missed biennials and Remedial Action Permits





Mr. Benjamin Delisle, Director of Development
March 10, 2014
Page 3

Preparation of Remedial Action Permits

The JCRA may also have to apply for Remedial Action Permits if they have not already been obtained for sites with institutional and engineering controls in place. A Remedial Action Permit (RAP) is a permit issued by the NJDEP that establishes the regulatory requirements for operating, maintaining, monitoring, and certifying remedial action that includes an engineering and/or institutional control. Pursuant to N.J.A.C. 7:26C-7, the person responsible for conducting a remediation shall apply for a RAP within two years after the last biennial certification was due to the NJDEP, but in no case later than May 7, 2014. To fulfill this task CME will conduct the following:

- Convert Deed Notices and CEAs into Soil and Groundwater Remedial Action Permits
- Once RAPs are issued, CME will identify the required LSRP services for compliance and monitoring

Preparation of Environmental Screening Reports:

CME understands that the JCRA may be concerned with the potential exposure of its contaminated sites. CME will conduct an environmental screening for each site and determine the potential exposure and if necessary, site remediation cost. Upon completion of review of JCRA sites, CME will prepare a ranking system with respect to site development potentials, costs and site remediation concerns.

PROPOSED BUDGET

The proposed time and material budget estimate for implementing the scope of services outlined above is **\$10,000**.

The budget contained in this proposal is the firm's best estimate of the effort required to carry out the project as outlined in the scope of work. However, the client will be billed for the actual effort expended to implement the Scope of Services on a time and material basis in accordance with the attached hourly billing rates. In no event will the client be billed or work performed in excess of the proposal amount without client's prior approval.



Mr. Benjamin Delisle, Director of Development
March 10, 2014
Page 4

LIMITATIONS

The scope of work is limited to the tasks outlined above. CME will provide the JCRA with additional proposals as project needs arise.

SPECIAL CONDITIONS FOR LSRP SERVICES

- The enactment of the Site Remediation Reform Act (SRRA; N.J.S.A. 58:10C-1 et seq) on May 7, 2009, and the adoption of the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS; N.J.A.C. 7:26C) on November 4, 2009 require that all new remediation cases follow the provisions of SRRA. A key requirement of these rules is that a Licensed Site Remediation Professional (LSRP) must oversee all new remediation cases.
- The ARRCS requires the person responsible for conducting a remediation to notify the NJDEP of any confirmed discharges of contaminants or condition of Immediate Environmental Concern ("IEC"). Please note that being an LSRP, as a State licensed professional, I will thus have the obligation to report any such conditions to the NJDEP without obtaining any prior approval from the client.
- LSRP will provide the required services in accordance with SRRA and has the obligation to submit, maintain and preserve the relevant documents.
- LSRP is not responsible for client's failure to disclose relevant information, perform SRRA obligations, fund remediation, and follow LSRP's recommended actions. Client's failure to perform these obligations may result in fines/penalties by the NJDEP.
- The issuance of RAO by LSRP is not a guarantee or warranty that the site is free of contamination, or that it will be accepted by the NJDEP.
- NJDEP may audit the RAO within three (3) years after the date the LSRP filed the RAO with the NJDEP. LSRP is not responsible for additional requirements imposed by NJDEP after review/audit, except to the extent they arise out of LSRP's negligence.





Mr. Benjamin Delisle, Director of Development
March 10, 2014
Page 5

We appreciate the opportunity to submit this proposal, and look forward to assisting the JCRA on this project. Should you have any questions, please do not hesitate to call me at (732) 951-2101, extension 103.

Respectfully submitted,
CME Associates

A handwritten signature in blue ink that reads 'Behram Turan'. The signature is written in a cursive style with a horizontal line extending from the end.

Behram Turan, P.E., LSRP - Principal
Director of Environmental Engineering Services

Enclosure

cc: Jay Cornell, P.E., Partner / CME Associates





ENVIRONMENTAL ENGINEERING AND LSRP SERVICES
GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2014

Partner	\$175.00 Per Hour
Principal/LSRP	\$170.00 Per Hour
Senior Project Manager	\$155.00 Per Hour
Project Manager	\$150.00 Per Hour
Professional Engineer	\$148.00 Per Hour
Senior Project Scientist	\$137.00 Per Hour
Project Engineer/Scientist I	\$137.00 Per Hour
Senior Project Engineer	\$138.00 Per Hour
Project Engineer/Scientist II	\$127.00 Per Hour
Project Engineer	\$122.00 Per Hour
Project Engineer/Scientist III	\$117.00 Per Hour
Project Scientist	\$117.00 Per Hour
Project Engineer/Scientist IV	\$107.00 Per Hour
Senior Design Engineer	\$128.00 Per Hour
Staff Scientist	\$ 97.00 Per Hour
Senior Field Engineer/Geologist	\$127.00 Per Hour
Field Engineer/Geologist	\$112.00 Per Hour
Staff Geologist	\$ 97.00 Per Hour
Design Engineer	\$ 97.00 Per Hour
Senior Engineering Technician	\$ 92.00 Per Hour
Environmental Technician	\$ 82.00 Per Hour
Engineering Technician	\$ 82.00 Per Hour
Professional Land Surveyor	\$137.00 Per Hour
Land Surveyor	\$114.00 Per Hour
Land Surveyor w/RoboticTotal Station	\$152.00 Per Hour
Senior Party Chief w/RoboticTotal Station	\$116.00 Per Hour
Party Chief	\$ 90.00 Per Hour
Survey Technician	\$ 79.00 Per Hour
Senior Resident Engineer	\$123.00 Per Hour
Resident Engineer	\$112.00 Per Hour
Chief Construction Engineer	\$105.00 Per Hour
Senior Construction Engineer	\$ 92.00 Per Hour
Construction Engineer	\$ 81.00 Per Hour
Chief Construction Technician	\$ 73.00 Per Hour
Senior Construction Technician	\$ 63.00 Per Hour
Construction Technician	\$ 58.00 Per Hour
Technical Assistant	\$ 68.00 Per Hour
Management Information Systems Technician	\$ 89.00 Per Hour
Senior CADD Technician	\$ 88.00 Per Hour
Licensed Landscape Architect	\$116.00 Per Hour
Senior Landscape Designer	\$103.00 Per Hour
Certified Tree Expert	\$ 92.00 Per Hour
Landscape Designer	\$ 82.00 Per Hour
Professional Planner	\$120.00 Per Hour
Planning Technician	\$ 82.00 Per Hour
Managing Partner	\$180.00 Per Hour



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

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

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

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

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

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

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

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

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

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

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

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

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

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING
AMENDMENT #1 TO CONTRACT NUMBER 14-01-FO2 WITH
BARNES CONTRACTOR CONSTRUCTION MANAGEMENT LLC
FOR PROPERTY MAINTENANCE SERVICES ON AGENCY
OWNED PROPERTIES IN ALL REDEVELOPMENT AREAS.**

WHEREAS, at its February 18, 2014 Board of Commissioners meeting, the Agency hired Peter Barnes Construction Management, LLC for snow & ice removal and emergency boiler & furnace repair services for Agency owned properties within multiple redevelopment areas; and

WHEREAS, the properties required additional maintenance repair and lock replacement services in order to secure property located at 405 Ocean Avenue (Block 25802, Lot 26); and

WHEREAS, the Agency required additional emergency snow & ice removal services for properties located within multiple Redevelopment Areas; and

WHEREAS, Barnes Contractor Construction Management LLC submitted proposals dated February 5 and February 15, 2014 for a new contract total amount of \$14,872.00 (proposals attached); 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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that Contract 14-01-FO2 is hereby amended for a new amount not to exceed \$14,872.00 with Barnes Contractor Construction Management LLC of Jersey City, New Jersey for the purposes of rendering snow/ ice removal and boiler/ furnace repair services.

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 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 Regular Meeting of March 18, 2014.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Diane Coleman				
Evelyn Farmer				
Rolando R. Lavarro, Jr.				
Timothy N. Mansour				
John D. Petkanas				
Russell Verducci				

February 15, 2014

Proposal

Submitted To:

CONTRACT # 14-01-FO2

Name: Jersey City Redevelopment Agency

Attn: Mr. Franklyn Ore

Address: 66 York Street, Second floor

City: Jersey City **State:** NJ **Zip:** 07302

Phone: 201-761-0829

Job Scope: Remove all snow around property

441-457 Ocean avenue=\$350.00

284 & 292 MLK Drive=\$200.00

349 – 355 MLK Drive=\$100.00

100 Monitor Street =\$800.00

28 Bright Street =\$200.00

268 Varick Street=\$300.00

TOTAL : \$1,950.00

Fully Licensed and Insured #13VH06322800

February 5, 2014

Proposal

Submitted To:

CONTRACT # 14-01-FO2

Name: Jersey City Redevelopment Agency

Attn: Mr. Franklyn Ore

Address: 66 York Street, Second Floor

City: Jersey City **State:** NJ **Zip:** 07302

Phone: 201-761-0829

Job Scope:

- Changed both locks on doors
- Added new door locks and guards
- Boiler completed (heat on both floors)

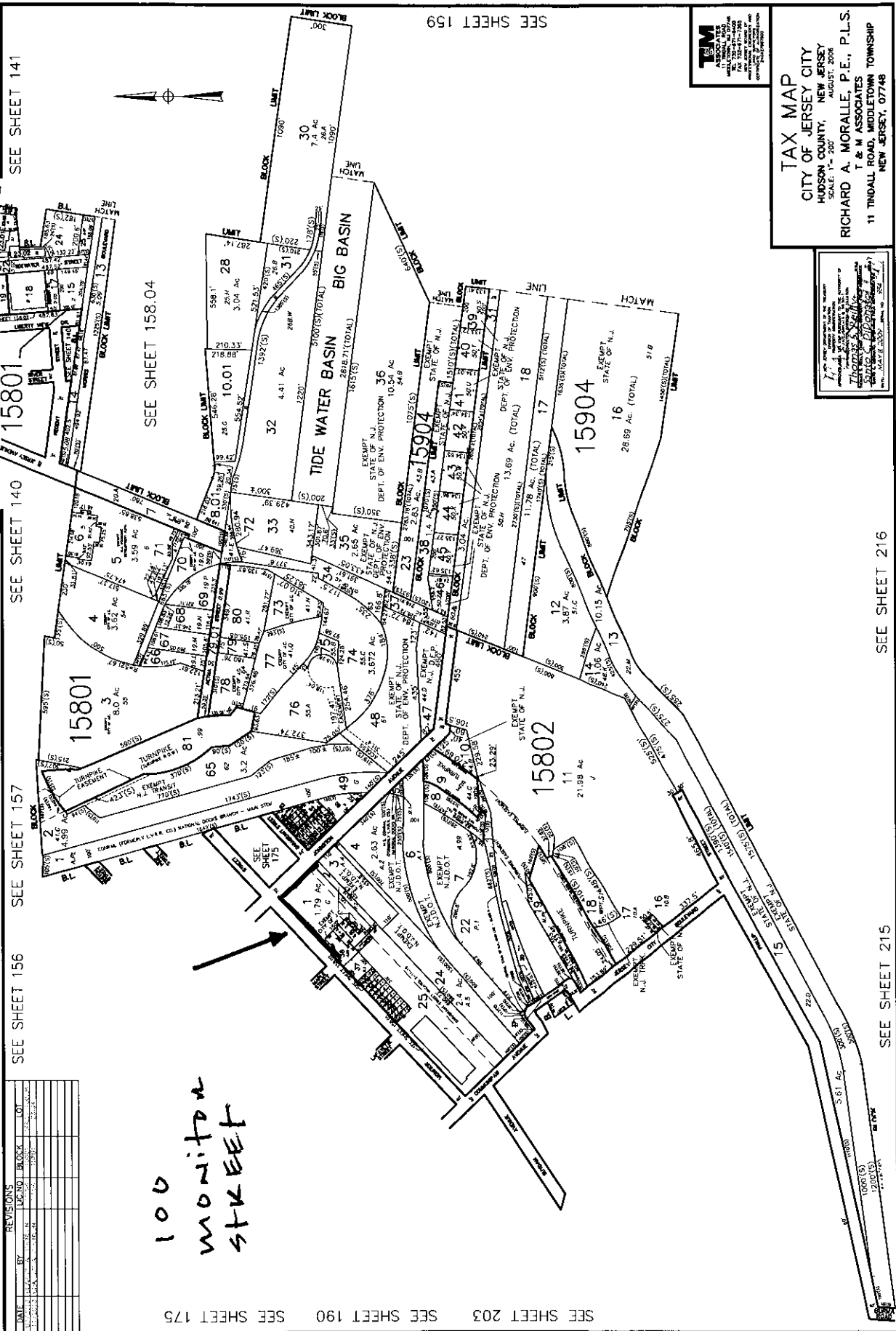
TOTAL \$1,000.00

Fully Licensed and Insured #13VH06322800

138 Wilkinson Avenue * Jersey City, New Jersey 07305 * Tel: 201-743-8803 * Email: barnesconstruction81@yahoo.com

REVISIONS			
DATE	BY	DESCRIPTION	LO
10/20/00	10/20/00	10/20/00	10/20/00
10/20/00	10/20/00	10/20/00	10/20/00
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10/20/00	10/20/00	10/20/00	10/20/00

100
MONITOR
STREET



T&M
ASSOCIATES
A SUBSIDIARY OF
T&M ASSOCIATES, INC.
11 TINDALL ROAD, MIDDLETOWN, NJ 07748
TEL: 908-666-1100
FAX: 908-666-1101
WWW.T&M-ASSOCIATES.COM

TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1" = 200'
AUGUST, 2008
RICHARD A. MORALLE, P.E., P.L.S.
T & M ASSOCIATES
11 TINDALL ROAD, MIDDLETOWN TOWNSHIP
NEW JERSEY, 07748

100 MONITOR STREET
T&M ASSOCIATES, INC.
11 TINDALL ROAD, MIDDLETOWN, NJ 07748
TEL: 908-666-1100
FAX: 908-666-1101
WWW.T&M-ASSOCIATES.COM

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[illegible]

REVISIONS

SEE SHEET 241

SEE SHEET 251

SEE SHEET 258

474 & 480 OCEAN



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 TINDALL ROAD, MIDDLETOWN TOWNSHIP
NEW JERSEY, 07748

ANH - COA# 24CA27975300

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A
LICENSE AGREEMENT WITH THE LANGAN ENGINEERING
FOR PURPOSES OF ENVIRONMENTAL SURVEYING OF JERSEY
CITY REDEVELOPMENT OWNED PROPERTY IN THE BEACON
REDEVELOPMENT AREA.**

WHEREAS, the Jersey City Redevelopment Agency is the owner of real property located at 550 Johnston Avenue (Block 15401, 1) within the Beacon Redevelopment Area; and

WHEREAS, Langan Engineering requires access to the property for purposes of environmental surveying for project located at adjacent site; and

WHEREAS, the Agency is desirous of entering into a License Agreement with the Jersey City Redevelopment Agency for this purpose.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that authorization is hereby given to execute a license agreement with Langan Engineering to access Jersey City Redevelopment Agency owned property located at 550 Johnston Avenue (Block 15401, 1) within the Beacon Redevelopment Area period of one (1) year.

BE IT FURTHER RESOLVED THAT the Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate the purposes set forth in this Resolution subject to the review and approval of Agency 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 March 18, 2014

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Diane Coleman				
Evelyn Farmer				
Rolando R. Lavarro, Jr.				
Timothy N. Mansour				
John D. Petkanas				
Russell Verducci				

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SEE SHEET 136

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AMITY
STREET

AMITY
STREET

FAIRMOUNT

AVENUE

SEE SHEET 153

CORNELISON

JOHNSTON

AVENUE

JOHNSTON
AVENUE

SEE SHEET 173

SEE SHEET 155

SEE SHEET 171

STATE

STREET

BISHOP

STREET

AVENUE

GRAND

SEE SHEET 172

ARH - COA/24CA27973306

DRAFTING/DESIGN (CAD/D) AND COORDINATE GEOMETRY

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 TINDALL ROAD, MOORELAND TOWNSHIP
NEW JERSEY, 07748

TM
ASSOCIATES
11 TRIUMPH ROAD
MIDDLETON, NJ 07748
TEL. 732-671-8400
FAX 732-871-7305
NEW, REPAIR, REBUILD OR
RECONDITION. EXPERTS AND
CUTTING-EDGE TECHNOLOGY
201-222-7940

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RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY CONDITIONALLY DESIGNATING 181 PACIFIC REDEVELOPMENT CORP. AS REDEVELOPER FOR PROPERTY LOCATED IN BLOCK 19903 IN THE CANAL CROSSING REDEVELOPMENT AREA

WHEREAS, 181 Pacific Redevelopment Corp. (Mr. Leonard Parness) (hereinafter “Redeveloper”) submitted a proposal and made a formal presentation to the Jersey City Redevelopment Agency for the renovation of a mixed use project for property owned by them together with two City owned parcel located adjacent to their property; and

WHEREAS, the project as planned, will include approximately 150 residential units together with parking for 115 cars; and

WHEREAS, Redeveloper has requested designation for property it owns and a conditional designation for City owned property located at Lots1 and 5 in Block 19903 (map attached); and

WHEREAS, staff has reviewed the proposal submitted and found same to be consistent with the requirements of the Canal Crossing Redevelopment Area; and

WHEREAS, the Redeveloper will comply with all requirements from a design and construction standpoint as indicated in the respective Redevelopment Plan and as may be required by the Jersey City Planning Board and Agency staff; and

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) 181 Pacific Redevelopment Corp. (Mr. Leonard Parness) is hereby designated as Redeveloper for property owned by them located at Block 19903, Lots 4, 8 and 9 ; and is conditionally designated as Redeveloper for City owned property located at Block 19903, Lots 1 and 5 which designation is contingent upon the City of Jersey City transferring said property to the Jersey City Redevelopment Agency;
- 3) this designation is contingent upon Redeveloper being responsible for and assuming all costs incurred by the Agency, including, but not limited to appraisal, title, legal, environmental and is expressly contingent upon Redeveloper providing all funds necessary to acquire any and all property comprising the proposed project;
- 4) the Agency and Redeveloper will enter into an Interim Cost Agreement to cover the Agency's costs until such time as all provisions of a more definitive Redevelopment Agreement have been reached,
- 5) the terms of which redevelopment agreement shall be approved by the Board prior to execution.

BE IT FURTHER RESOLVED, that the designation herein is for a period of 120 days to expire on July 31, 2014 which period may be extended if necessary for an additional 30 days at the sole discretion of the Agency's Executive Director or Assistant Executive Director.

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 Regular Meeting of March 18, 2014.

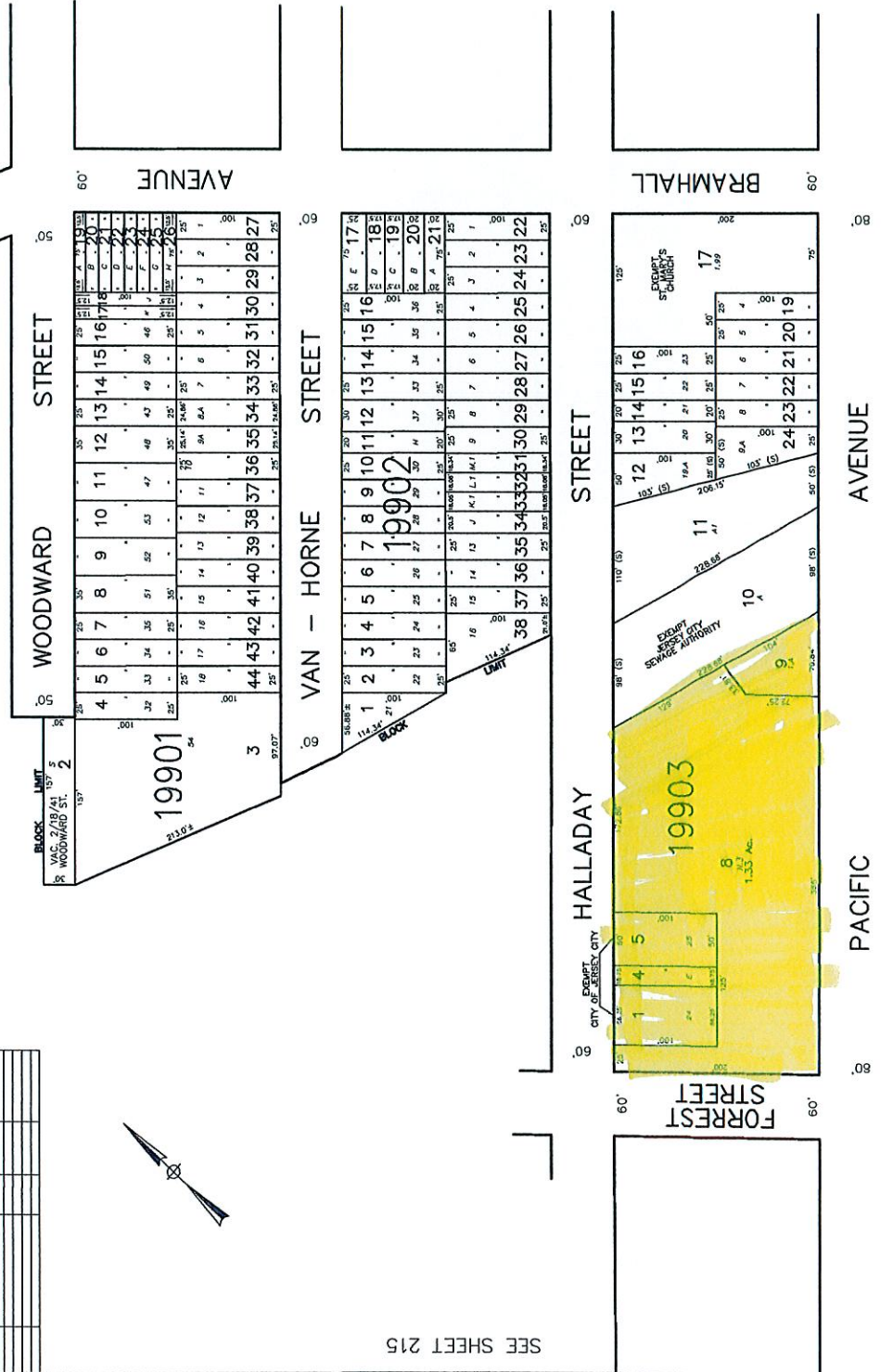
<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Diane Coleman				
Evelyn Farmer				
Rolando R. Lavarro, Jr.				
Timothy N. Mansour				
John D. Petkanas				
Russell Verducci				

L:\AGENDA\MARCH-2014\181 Pacific Red Designation Reso.wpd

REVISIONS			
DATE	BY	LOC. NO.	LOT

SEE SHEET 198

SEE SHEET 189



SEE SHEET 215

SEE SHEET 201



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 TINDALL ROAD, MIDDLETOWN TOWNSHIP
 NEW JERSEY, 07748



SEE SHEET 202

SEE SHEET 215

ARI - 0042402973300

THIS MAP HAS BEEN ADDED TO THE COUNTY AND
 FOR THE PURPOSE OF THE TAX MAP
 FOR THE YEAR 2006

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING
CONTRACT NO. 14-02-BD1 WITH TOMCO CONSTRUCTION, INC.
FOR THE PHASE III SITE IMPROVEMENTS AT BERRY LANE
PARK WITHIN THE MORRIS CANAL REDEVELOPMENT AREA**

WHEREAS, in furtherance of the Morris Canal Redevelopment Area, the Assistant Executive Director has deemed it necessary to undertake the Phase III Site Improvements for Berry Lane Park ("Work") project; and

WHEREAS, the Jersey City Redevelopment Agency has been awarded a DOE energy efficiency grant from the City for the Work and will enter into a Cooperation Agreement for the funds; and

WHEREAS, said Work is necessary for the creation of the Berry Lane Park project which is planned for the site; and

WHEREAS, in furtherance of the above referenced redevelopment project, the Assistant Executive Director had deemed it necessary to advertise for bids for the said project; and

WHEREAS, the subject Notice to Bidders was published in the Jersey Journal and the Star Ledger, newspapers of general circulation, at least ten (10) calendar days prior to the Bid Opening; and

WHEREAS, on March 6, 2014, bids were received and opened for the subject contract; and

WHEREAS, the lowest apparently qualified bidder for the subject contract was TOMCO Construction, Inc. with a lump sum base bid of \$278,656.00.

NOW, THEREFORE, BE IT RESOLVED, that the Chairman, Vice-Chairman and/or Secretary are hereby authorized to execute Contract No. 14-02-BD1 in the amount of \$278,656.00 with TOMCO Construction, Inc. for the Phase III Site Improvements for Berry Lane Park.

BE IT FURTHER RESOLVED, that such contract may be contingent upon receipt of funds or other evidence of the availability of funds and that limited notices to proceed with the Work may be issued by Agency staff.

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 the resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their meeting of March 18, 2014.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Diane Coleman				
Evelyn Farmer				
Rolando R. Lavarro, Jr.				
Timothy N. Mansour				
John D. Petkanas				
Russell Verducci				

L:\AGENDA\MARCH-2014\TOMOCO.BLP Phase III reso.wpd

INVITATION TO BID

Sealed Bids will be received by the Jersey City Redevelopment Agency for the "Berry Lane Park - Phase III" at 66 York Street, 2nd floor in the City of Jersey City, New Jersey at 10:00 a.m. on Thursday, March 6, 2014 at which time all Bids will be opened and read aloud (**Contract No. 14-02-BD1**).

Bid Specification Documents, including Drawings and Technical Specifications, are available at the offices of the Jersey City Redevelopment Agency, 66 York Street, 2nd Floor, Jersey City, New Jersey 07302. The provisions of the Contract Documents shall control acceptability of all bids.

Copies of the Bid Specification Documents may be obtained by depositing one hundred (\$100.00) Dollars (non-refundable) in check or money order drawn to the order of the Jersey City Redevelopment Agency.

A Bid Guaranty by a Bid Bond or Certified Check in the amount of ten (10%) percent of the bid, but in no case to exceed \$20,000.00, shall be submitted with each bid.

A Consent of Surety issued from a surety company authorized to do business in New Jersey, that such company will provide the Bidder with a Performance and Payment Bond called for in the Bid Specification shall also be submitted with each bid.

Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Bid Specifications be paid on this Project.

Contractors must comply with P.L. 1999 C.238 (N.J.S.A. 34:11-56.48, et seq.) "The Public Works Contractor Registration Act" and Business Registration pursuant to N.J.S.A. 52:32-44.

Bidders are required to comply with the requirements of P.L.1975, c. 127 (N.J.S.A. 10:5-31, et seq.) and N.J.A.C. 17:27-1.1 et seq. regarding Equal Employment Opportunity.

Bidders are required to comply with the requirements of P.L. 1977, c.33 (N.J.S.A. 52:25-24.2) regarding the Statement of Corporate Ownership disclosure.

The Jersey City Redevelopment Agency reserves the right to reject any and all Bids or to waive any informalities in the Bidding.

Bids may be held by the Jersey City Redevelopment Agency for a period not to exceed sixty (60) days from the date of the opening of the Bids for the purpose of reviewing the Bids and investigating the qualifications of the Bidders, unless Jersey City Redevelopment Agency obtains consent from the Bidder to extend such time.

A Pre-Bid site visit will be held at the site (1 Berry Road, Jersey City, NJ) on Tuesday, February 25, 2014 at 10:00 a.m. Attendance is encouraged but not mandatory. Any questions on the Bid Documents are to be directed to Ben Delisle at DelisleB@jcnj.org.

**JERSEY CITY REDEVELOPMENT AGENCY
CHRISTOPHER FIORE
ASSISTANT EXECUTIVE DIRECTOR**

Contract No. 14-02-BD1
Berry Lane Park - Phase III / Morris Canal
Bidder Results

COMPANY NAME	BID AMOUNT
Practical, LLC	\$ 735,000.00
Hudson Valley Environ., Inc.	\$ 361,980.00
TOMCO Construction, Inc.	\$ 278,656.00

March 6, 2014
10:00 A.M.

**RESOLUTION OF THE JERSEY CITY REDEVELOPMENT AGENCY
BOARD OF COMMISSIONERS APPROVING AN ADMINISTRATIVE
SETTLEMENT FOR PROPERTY LOCATED IN BLOCK 20001, LOT
20 AND KNOWN AS 416B COMMUNIPAW AVENUE WITHIN THE
MORRIS CANAL REDEVELOPMENT AREA**

WHEREAS, an acquisition appraisal was prepared by New Jersey Realty Advisory Group, LLC of property located in Block 20001, Lot 20 and known as 416B Communipaw Avenue within the Morris Canal Redevelopment Area; and

WHEREAS, the appraisal determined fair market value of the property to be in the amount of \$88,000.00; and

WHEREAS, the property is owned by Jeremy Doppelt Realty Management; and

WHEREAS, the said appraisal was presented to the property owner for review and the amount of \$88,000.00 was subsequently rejected by the owner; and

WHEREAS, as a result of negotiation between the owner, the Agency and their attorneys, this matter has been settled for a new total of \$110,000.00 which is \$22,000.00 over and above the original appraised value; and

WHEREAS, the Agency will enter into an Agreement of Sale with the property owner for the sum of **\$110,000.00**; and

WHEREAS, the Agency is agreeable to said administrative settlement 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 the Agency is hereby authorized to acquire the aforementioned property for the negotiated sum of **\$110,000.00**.

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

BE IT FURTHER RESOLVED, that in the event the owners are unable to deliver clear title to the Agency for any reason whatsoever, the Chairman, Vice Chairman and/or Secretary are hereby authorized to institute condemnation proceedings, pursuant to the provisions of N.J.S.A.20:3-1 et. seq. at the previously appraised amount of \$88,000.00.

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 March 18, 2014.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Diane Coleman				
Evelyn Farmer				
Rolando R. Lavarro, Jr.				
Timothy N. Mansour				
John D. Petkanas				
Russell Verducci				

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
AUTHORIZING PROFESSIONAL SERVICES AGREEMENT
NO. 14-03-HK1 WITH HELENA RUMAN ARCHITECTS FOR
ARCHITECTURAL SERVICES 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, (N.J.S.A. 40A:12A-1 et seq.) the Jersey City Redevelopment Agency (hereinafter "Agency") is undertaking a program for the construction of a park within the Morris Canal Redevelopment Area known as Berry Lane Park; and

WHEREAS, there are numerous structures located within the area designated as Berry Lane Park; and

WHEREAS, the Agency deemed it appropriate to obtain a condition survey of buildings located at City Block 18901, Lots 23 and 29 (map attached) from a qualified architectural firm; and

WHEREAS, Helena Ruman Architects (hereinafter HRA) submitted a proposal (copy attached) to assist the Agency with preparation a report describing the condition of the buildings and concrete silos located on the property; and

WHEREAS, HRA will visit the property and inspect visible and reachable building spaces in order to identify any physical deficiencies; make a determination as to amount of deterioration, if any, and prepare a budget estimate of probable construction cost for demolition, if necessary; and

WHEREAS, said proposal for these services is in the total amount of \$8,200.00; and

WHEREAS, Agency staff determined that the March 12, 2014 proposal from Helena Ruman Architects is a fair and equitable price for the services required and recommends that the Board of Commissioners award a contract to Helena Ruman Architects; 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, this contract is exempt from competitive bidding pursuant to the Local Public Contracts Law N.J.S.A. 40A:11-5(1)(a)(I) because it is a contract for professional services; and

WHEREAS, the Executive Director has determined and certified in writing, that the value of the contract exceeds \$1,700.00; and

WHEREAS, the firm of Helena Ruman Architects has done business with the Agency in the past and demonstrated a successful track record in this field of endeavor to the Agency; and

WHEREAS, the firm of Helena Ruman Architects has completed and submitted a Business Entity Disclosure Certification which certifies that their firm has not made any reportable contributions to a political or candidate committee of the elected Commissioners of the Jersey City Redevelopment Agency in the previous one year, and that the contract will prohibit the firm of Helena Ruman Architects from making any reportable contributions through the term of the contract.

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that Professional Services Agreement No. 14-03-HK1 in the not to exceed amount of \$8,200.00 for a term of one year be awarded to the firm of Helena Ruman, Architects for the purpose of providing architectural services in connection with property located at Block 18901 in the Morris Canal Redevelopment Area.

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

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the determination of value be placed on file with this Resolution.

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).

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 March 18, 2014.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Diane Coleman				
Evelyn Farmer				
Rolando R. Lavarro, Jr.				
Timothy N. Mansour				
John D. Petkanas				
Russell Verducci				



HELENA RUMAN ARCHITECTS

December 5, 2013
Rev. March 12, 2014

VIA Email and U.S. Mail

Benjamin Delisle
Director of Development
Jersey City Redevelopment Agency
66 York Street, 2nd Floor
Jersey City, NJ 07302

RE: Letter of Agreement
Condition Assessment of
Industrial Building Structures
Block No. 2040, Lots C4, C17, 8, 11A, 12A, B, and part of 7
Jersey City, NJ

Dear Mr. Delisle:

We are pleased to submit this Letter of Agreement to provide architectural services in connection with condition survey of industrial buildings at the above location.

This Agreement represents the entire and integrated Agreement between Jersey City Redevelopment Agency (JCRA) and Helena Ruman Architects (Architect) and supercedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

PROJECT DESCRIPTION

JCRA is seeking an architect/engineer to review condition of industrial and warehouse buildings located at the above site. JCRA is considering to develop this site for park/recreation facilities called Berry Lane Park. It is our understanding that the buildings are currently vacant.

The property of approximately 3.4 acres is developed with five (5) building structures, the largest one of approximately 379 ft. by 100 ft. large is a group of about ten (10) attached buildings built at various times. In addition, the site includes concrete silos that might incorporated into the park.

The Architect will conduct a walk-through survey of the reachable building spaces and the property and identify physical deficiencies based on visual assessment. Only spaces that can be reasonably accessed will be checked. We will conduct a visual survey of clearly visible structural elements and spaces of the building structures and silos. The Architect shall not proceed with any invasive type of investigation, sampling and laboratory testing of construction materials.

The Architect's services shall not include at this time development of construction documents for repairs or improvements to the property.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

- 1.1 The Architect's services shall be performed in a manner consistent with professional skill and care. The Architect shall respect confidentiality about this assignment.

1.2 The scope of services to be performed shall include the following tasks:

- .1 Visit the property, observe visible and reachable buildings' spaces and silos' structures and identify physical deficiencies. Two or three separate visits may be required for assessment of all the building structures.
- .2 The Architect will prepare a report describing condition of the buildings and concrete silos.
- .3 Architect will attend one (1) meeting with JCRA officials to discuss finding of buildings' assessment.
- .4 Architect will prepare a budget estimate of probable construction cost for demolition of the building structures. The budget estimate shall not include environmental clean up and removal of contaminants, if any, from the buildings and sites prior to demolition of the buildings.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the project and shall provide an access to the property.

ARTICLE 3 WORK NOT INCLUDED

3.1 Architect's services do not include the following work:

- .1 Invasive type of investigation, sampling and laboratory testing of construction materials;
- .2 Investigation of unreachable spaces that cannot be safely accessed.
- .3 Structural analysis of load-bearing capacity of building structural members.
- .4 Cost estimates of renovation of building structures.
- .5 Any types of architectural or engineering design development of construction documents for repairs or improvements to the property.
- .6 Environmental or geotechnical survey and assessment.

ARTICLE 4 USE OF ARCHITECT'S DOCUMENTS

4.1 Documents and Electronic Data, prepared by the Architect, are instruments of service for use solely with respect to this project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall not reuse or permit the reuse of the Architect's documents except by mutual agreement in writing.

ARTICLE 5 DISPUTE RESOLUTION

5.1 MEDIATION

5.1.1 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 by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with the applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by the mediation or by arbitration.

- 5.1.2 The Owner and Architect 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 currently in effect. Request for mediation shall be filed in writing with the other party of this Agreement and with the American Arbitration Association. 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 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- 5.1.3 The parties shall share 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.

5.2 ARBITRATION

- 5.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 4.1.
- 5.2.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.
- 5.2.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- 5.2.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- 5.2.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

5.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

- 5.3.1 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 5.

ARTICLE 6 TERMINATION, SUSPENSION OR ABANDONMENT

- 6.1 In the event of termination, suspension or abandonment of the project, the Architect shall be equitably compensated for services performed. Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and a sufficient cause for the Architect to either suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 7 LIMITATION OF LIABILITY

- 7.1 It is agreed that the aggregate liability, professional and otherwise, of Helena Ruman Architects, its principal, employees and consultants, is limited to the amount of compensation paid to Helena Ruman Architects in connection with its Work under this contract. The Owner shall defend and indemnify Helena Ruman Architects, its employees and its agents against claims and lawsuits arising out of or related to the client's performance of their work, notwithstanding any worker's compensation laws.

ARTICLE 8 MISCELLANEOUS PROVISIONS

- 8.1 This Agreement shall be governed by the law of the location of the project.
- 8.2 The Owner and Architect respectively bind themselves, their partner, successors, assigns, and legal representatives to this Agreement. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.
- 8.3 The Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons to, hazardous materials in any form at the project site.

ARTICLE 9 PAYMENTS AND COMPENSATION TO THE ARCHITECT

- 9.1 The Owner shall compensate the Architect as follows:
- .1 Architect's compensation for investigation of buildings' condition described in paragraphs 1.2.1 through 1.2.3 shall be based on the following hourly rates:
- | | |
|----------------------|-----------|
| Principal Architect: | \$175/hr. |
|----------------------|-----------|
- The fee shall not exceed \$5,000.00 without the Owner's prior authorization.

- .2 Architect's compensation for budget estimate of probable construction cost for demolition of building structures described in paragraph 1.2.4 shall be based on the following hourly rates:

Principal Architect: \$175/hr.

Associate Architect: \$135/hr.

The fee shall not exceed \$3,200 without the Owner's prior authorization.

TOTAL FEE NOT TO EXCEED \$8,200.00

- 9.2 The Architect shall be reimbursed for expenses incurred in the interest of the project, plus an administration fee of fifteen percent (15%). Reimbursable expenses are expenses of reproduction, postage and handling of drawings and other documents, other than for Architect's use. Any traveling expenses in connection with this project outside Hudson County are reimbursable expenses.
- 9.3 Architect shall submit monthly statements for services rendered and for reimbursable expenses incurred. The amount of the Architect's fee billed will be based on the hourly rates listed for completed task or authorized design. Payments are due and payable upon receipt of the Architect invoice. Amounts upon thirty (30) days after invoice date shall bear interest from the date payment is due at the rate of one and a half (1-1/2) percent per month.
- 9.4 The Owner agrees, that, if the Owner does not pay the invoice upon receipt, the Architect may, at her option, suspend her performance of the Work until all invoice amounts are paid.
- 9.5 If it becomes necessary to place with a Collection Agency for attention any claim for funds due under the terms hereof, the Owner agrees to pay costs involved. In the event that contract is placed in the hands of an attorney for collections, the undersigned agrees to pay the Architect reasonable attorney fees and costs and expenses of suit.

If this Letter of Agreement meets with your approval, kindly sign and return the enclosed copy. This proposal remains valid for ninety (90) days.

This Agreement entered into as of the day and year first written above.

ARCHITECT:



(Signature)

Helena Ruman, AIA

(Print name, title and address)

Helena Ruman Architects

215 Fourteenth Street

Jersey City, NJ 07310

OWNER:

(Signature)

(Print name, title and address)

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING PROFESSIONAL SERVICES AGREEMENT NO. 14-03-BD1 WITH COONEY BOVASSO REALTY ADVISORS, INC. FOR THE PREPARATION OF AN ACQUISITION APPRAISAL OF PROPERTIES IN BLOCK 18901, LOTS 23 AND 29 AND KNOWN AS 417 COMMUNIPAW AVENUE AND 139 WOODWARD STREET LOCATED WITHIN THE MORRIS CANAL REDEVELOPMENT AREA

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 real estate appraisal company; and

WHEREAS, the Agency is desirous of contracting with Cooney Bovasso Realty Advisors, Inc. of Rutherford, New Jersey to provide acquisition appraisal services for property located in Block 18901, Lots 23 and 29, and known as 417 Communipaw Avenue and 139 Woodward Street, respectively, located within the Morris Canal Redevelopment Area and which property is further depicted on the attached map; and

WHEREAS, in accordance with the requirements of the New Jersey Department of Environmental Protection Green Acres Program, the professional services of two independent and separate appraisers are required; and

WHEREAS, Cooney Bovasso Realty Advisors, Inc. has provided these services to the Agency in the past and has demonstrated the knowledge and expertise required in the field of endeavor; and

WHEREAS, said contract will be for a term not to exceed one (1) year and shall be in an amount not to exceed \$ **4,900.00**; 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.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that a Contract in the not to exceed amount of \$4,900.00 be awarded to Cooney Bovasso Realty Advisors, Inc. for the purpose of rendering acquisition appraisal services within the Morris Canal Redevelopment Area. 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 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

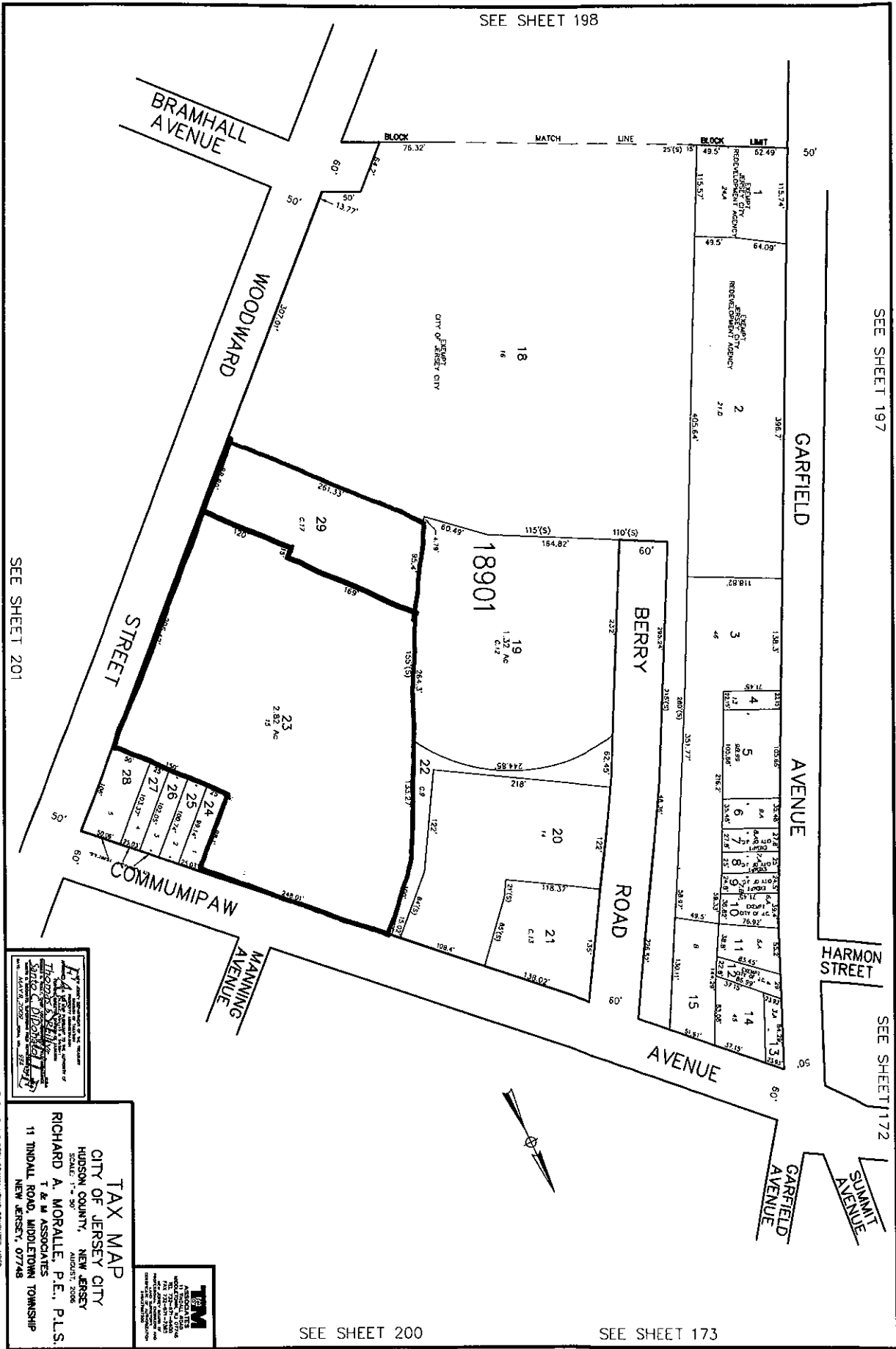
Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of March 18, 2014.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Diane Coleman				
Evelyn Farmer				
Rolando R. Lavarro, Jr.				
Timothy N. Mansour				
John D. Petkanas				
Russell Verducci				

SEE SHEET 198

SEE SHEET 197

SEE SHEET 172



SEE SHEET 201

Cooney Bovasso Realty Advisors, Inc.

www.cbrealtyadvisors.com

Real Property Valuation & Consultation

71 Union Avenue, Suite 205

Rutherford, NJ 07070

K. Sean Cooney, MAI

Robert J. Bovasso, Jr., MAI

(201) 935-7600 Voice

(201) 935-7650 Fax

December 16, 2013

Ms. Maureen Mortola
Real Estate Manager
Jersey City Redevelopment Agency
30 Montgomery Street, Suite 900
Jersey City, NJ 07302

RE: *Proposal for Professional Valuation Services*
417 Communipaw Avenue
139 Woodward Street
Jersey City, NJ
Block 18901, Lots 23 & 29

Dear Ms. Mortola:

In accordance with your request, this proposal is made with reference to providing a market value appraisal report of the fee simple estate of the above-captioned property as of a current date. The report will be utilized in connection with the potential purchase of the subject.

The subject property consists of a 3.433± acre parcel of land improved with an older industrial complex used by steel fabricator for manufacturing and warehousing purposes. The buildings contain approximately 55,000 sf, but most of the improvements are in poor condition and not in use.

We will provide three (3) copies of the appraisal, and the reports will be delivered in approximately four (4) weeks from receipt of authorization to proceed. The reports will be prepared in a summary format and all applicable approaches to value will be utilized.

The report will be made in accordance with the *Uniform Standards of Professional Appraisal Practice* and the standards and ethics of the Appraisal Institute. The report will also comply with Green Acres Appraisal Standards.

Note: As discussed with Ben Delisle, based upon our experience with Greens Acre on other assignments, they prefer to hire the appraiser directly when they are providing acquisition funds for a property. It may be prudent to consult with Green Acres prior to hiring the appraiser to ascertain if they prefer to the directly hire the appraiser on this particular assignment.

Ms. Maureen Mortola
JCRA

Page 2
December 16, 2013

The appraisal fee is \$4,900.

Note: this fee will provide an appraisal report based upon the existing industrial use, in accordance with the pre-existing industrial zone. It will not be provide any values based upon the subject's redevelopment zone.

Thank you for your professional consideration and the opportunity to submit this proposal.
Kindly call should you have any questions.

Very truly yours,
COONEY BOVASSO REALTY ADVISORS, INC.



Robert J. Bovasso, Jr., MAI

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
AUTHORIZING CONTRACT NO. 14-03-FO5 WITH HELENA
RUMAN ARCHITECTS FOR PROFESSIONAL SERVICES IN
THE MORRIS CANAL REDEVELOPMENT AREA.**

WHEREAS, the Agency owns property located at 418 & 420 Communipaw Avenue (Block 20001, Lots 21 & 22) in the Morris Canal Redevelopment Area; and

WHEREAS, the properties are in need of a professional engineering monitoring services during demolition of said sites; and

WHEREAS, Helena Ruman Architects submitted a proposal dated March 13, 2014 in the amount of \$2,000.00 and;

WHEREAS, the cost will be paid utilizing Community Development Block Grant Dollars (CDBG); 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.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that Contract 14-03-FO5 in an amount not to exceed \$2,000.00 is hereby awarded to Helena Ruman Architects for the purpose of professional monitoring of building demolition services.

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 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 Regular Meeting of March 18, 2014.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Diane Coleman				
Evelyn Farmer				
Rolando R. Lavarro, Jr.				
Timothy N. Mansour				
John D. Petkanas				
Russell Verducci				

HELENA RUMAN ARCHITECTS

March 13, 2014

Franklyn D. Ore
Jersey City Redevelopment Agency
66 York Street, 2nd Floor
Jersey City, NJ 07302

RE: Letter of Agreement
Condition Assessment of
Vacant Building Structures
416-420 Communipaw Avenue
Jersey City, NJ

Dear Mr. Ore:

We are pleased to submit this Letter of Agreement to provide architectural services in connection with demolition of a row of buildings at the above location.

This Agreement represents the entire and integrated Agreement between Jersey City Redevelopment Agency (JCRA) and Helena Ruman Architects (Architect) and supercedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

PROJECT DESCRIPTION

JCRA is seeking an architect/engineer to review condition of vacant buildings, scheduled for demolition, and to provide technical consultations during demolition work. JCRA engaged a demolition contractor to remove the building structure. The property is developed with three (3) attached buildings, two-stories high, and with detached row of garages.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

- 1.1 The Architect's services shall be performed in a manner consistent with professional skill and care. The Architect shall respect confidentiality about this assignment.
- 1.2 The scope of services to be performed shall include the following tasks:
 - .1 Visit the property, observe visible and reachable buildings' spaces and provide a report describing condition of the buildings.
 - .2 Architect will attend a meeting with JCRA officials and demolition contractor to discuss finding of buildings' condition and review the demolition strategy.
 - .3 The Architect will attend meetings with the contractor during demolition as requested by the JCRA representative.

ARTICLE 2 OWNER'S RESPONSIBILITIES

- 2.1 The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the project and shall provide an access to the property.

ARTICLE 3 WORK NOT INCLUDED

- 3.1 Architect's services do not include the following work:

- .1 Invasive type of investigation, sampling and laboratory testing of construction materials;
- .2 Investigation of unreachable spaces that cannot be safely accessed.
- .3 Structural analysis of load-bearing capacity of building structural members.
- .4 Any types of architectural or engineering design development of construction documents for repairs or improvements to the property.
- .5 Environmental or geotechnical survey and assessment.

ARTICLE 4 USE OF ARCHITECT'S DOCUMENTS

- 4.1 Documents and Electronic Data, prepared by the Architect, are instruments of service for use solely with respect to this project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall not reuse or permit the reuse of the Architect's documents except by mutual agreement in writing.

ARTICLE 5 DISPUTE RESOLUTION

5.1 MEDIATION

- 5.1.1 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 by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with the applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by the mediation or by arbitration.
- 5.1.2 The Owner and Architect 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 currently in effect. Request for mediation shall be filed in writing with the other party of this Agreement and with the American Arbitration Association. 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 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

- 5.1.3 The parties shall share 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.

5.2 ARBITRATION

- 5.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 4.1.
- 5.2.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.
- 5.2.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- 5.2.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- 5.2.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

5.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

- 5.3.1 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 5.

ARTICLE 6 TERMINATION, SUSPENSION OR ABANDONMENT

- 6.1 In the event of termination, suspension or abandonment of the project, the Architect shall be equitably compensated for services performed. Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and

a sufficient cause for the Architect to either suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 7 LIMITATION OF LIABILITY

- 7.1 It is agreed that the aggregate liability, professional and otherwise, of Helena Ruman Architects, its principal, employees and consultants, is limited to the amount of compensation paid to Helena Ruman Architects in connection with its Work under this contract. The Owner shall defend and indemnify Helena Ruman Architects, its employees and its agents against claims and lawsuits arising out of or related to the client's performance of their work, notwithstanding any worker's compensation laws.

ARTICLE 8 MISCELLANEOUS PROVISIONS

- 8.1 This Agreement shall be governed by the law of the location of the project.
- 8.2 The Owner and Architect respectively bind themselves, their partner, successors, assigns, and legal representatives to this Agreement. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.
- 8.3 The Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons to, hazardous materials in any form at the project site.

ARTICLE 9 PAYMENTS AND COMPENSATION TO THE ARCHITECT

- 9.1 The parties acknowledge and agree that they cannot predict precisely the extent of professional services that the Architect might be required to perform and what time and resources it will require. Consequently, at this time, the Architect cannot estimate the cost of her services.

- 9.2 The Owner shall compensate the Architect as follows:

- .1 Architect's compensation for services described in paragraphs 1.2.1 through 1.2.3 shall be based on the following hourly rates:

Principal Architect:	\$175/hr.
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The total fee shall not exceed \$2,000.00 without the Owner's prior authorization.


- 9.3 The Architect shall be reimbursed for expenses incurred in the interest of the project, plus an administration fee of fifteen percent (15%). Reimbursable expenses are expenses of reproduction, postage and handling of drawings and other documents, other than for Architect's use. Any traveling expenses in connection with this project outside Hudson County are reimbursable expenses.

- 9.4 Architect shall submit monthly statements for services rendered and for reimbursable expenses incurred. The amount of the Architect's fee billed will be based on the hourly rates listed for completed task or authorized design. Payments are due and payable upon receipt of the Architect invoice. Amounts upon thirty (30) days after invoice date shall bear interest from the date payment is due at the rate of one and a half (1-1/2) percent per month.
- 9.5 The Owner agrees, that, if the Owner does not pay the invoice upon receipt, the Architect may, at her option, suspend her performance of the Work until all invoice amounts are paid.
- 9.6 If it becomes necessary to place with a Collection Agency for attention any claim for funds due under the terms hereof, the Owner agrees to pay costs involved. In the event that contract is placed in the hands of an attorney for collections, the undersigned agrees to pay the Architect reasonable attorney fees and costs and expenses of suit.

If this Letter of Agreement meets with your approval, kindly sign and return the enclosed copy. This proposal remains valid for ninety (90) days.

This Agreement entered into as of the day and year first written above.

ARCHITECT:


(Signature)

Helena Ruman, AIA
(Print name, title and address)

Helena Ruman Architects

215 Fourteenth Street

Jersey City, NJ 07310

OWNER:

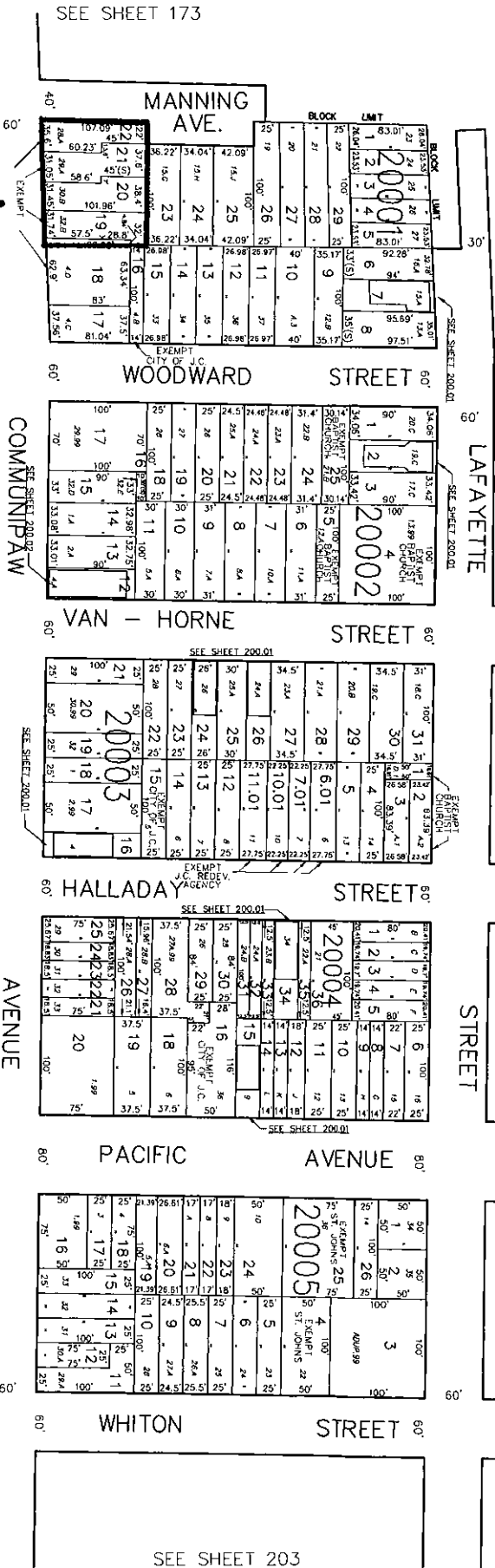
(Signature)

(Print name, title and address)

DATE	BY	REVISIONS	BLOCK	SHEET

SEE SHEET 174

SEE SHEET 190



SEE SHEET 189

SEE SHEET 201

SEE SHEET 202

THOMAS MORALE
 TAX MAPS
 11 TINDALL ROAD, WOODBURN, NJ 07095
 TEL: 908-226-1111
 FAX: 908-226-1112
 WWW.TM-TAXMAPS.COM

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A FIRST AMENDMENT TO CONTRACT NUMBER 13-12-BD8 WITH BROWNFIELD SCIENCE & TECHNOLOGY INC. FOR PROFESSIONAL ENVIRONMENTAL SERVICES IN THE TURNKEY REDEVELOPMENT AREA

WHEREAS, at its meetings of December 17, 2013 the Board of Commissioners authorized Contract No. 13-12-BD8 with Brownfield Science & Technology, Inc.; and

WHEREAS, the Agency is desirous of amending the contract to include additional environmental services; and

WHEREAS, Brownfield Science & Technology, Inc., who responded to the Request for Qualifications for Professional Environmental Services which the Agency published on August 23, 2013 in accordance with N.J.S.A. 40A:-20.4 et seq. (Pay to Play law) as it pertains to awarding Fair & Open Contracts, was qualified to provide professional services on November 19, 2013, by Resolution of the Board of Commissioners; and

WHEREAS, Brownfield Science & Technology, Inc. has submitted a proposal for additional environmental services dated March 17, 2014 in the amount not to exceed \$165,900.00 for a new contract amount not to exceed \$ 177,800.00 (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 EPA Brownfield Grants awarded to the Agency; 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 Professional Services Contract No.13-12-BD8 with Brownfield Science & Technology, Inc. is hereby amended by \$165,900.00 for a new contract amount not to exceed \$ 177,800.00 and extended by one (1) year in accordance with N.J.S.A 40A:20.4 et seq. pursuant to Fair and Open Contracts.

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 Regular Meeting of March 18, 2014.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Diane Coleman				
Evelyn Farmer				
Rolando R. Lavarro, Jr.				
Timothy N. Mansour				
John D. Petkanas				
Russell J. Verducci				

BROWNFIELD

SCIENCE & TECHNOLOGY

March 17, 2014

Benjamin Delisle
Director of Development
Jersey City Redevelopment Agency
66 York Street, 2nd floor
Jersey City, New Jersey 07302

Via: Electronic Mail to DelisleB@jcnj.org

**Re: Cost Estimate – Site Remediation Activities
Turnkey Redevelopment Area
Block 25804; Lots 17, 18, 19, 20, 21, 22, 23
Ocean Avenue between Dwight Street and Fulton Avenue
Jersey City, New Jersey**

Dear Mr. Delisle:

Brownfield Science & Technology, Inc. (BSTI) is pleased to provide this cost estimate to assist the Jersey City Redevelopment Agency (JCRA) with site remediation activities for the Turnkey Redevelopment Area (TRA (Site)).

The primary purpose of the site remediation investigation is to further define the technical and regulatory path forward so that JCRA can complete budgetary and planning estimates with respect to remediation and future development of the Site. Based on New Jersey Department of Environmental Protection (NJDEP) regulations and current data available, it is reasonable to predict that remediation of chlorinated hydrocarbon and petroleum hydrocarbon impacts in soil will be necessary. The investigation includes work elements to better define the extent (and therefore cost) of soil remediation. We already know that both chlorinated hydrocarbons and petroleum hydrocarbons are present above standards in shallow groundwater; thus, groundwater remediation of some sort is anticipated. At this point, the largest variable in the path forward is to what degree, if any, active groundwater remediation will be required. Vapor intrusion issues may be the driving trigger more so

than the “extent” of the contamination. However, we do not know to what degree the groundwater impacts extend horizontally and vertically. The remedial investigation contains work elements to better define the extent and magnitude of the groundwater contamination.

SCOPE OF WORK

The items proposed below present estimated pricing in accordance with the Remedial Investigation Workplan (RIWP) presented in the Site Investigation Report - Turnkey Redevelopment Area (SIR) dated February 28, 2014.

Task 1.0 - Project Planning, Coordination and Management

Prior to and throughout the remedial investigation activities, planning, coordination and management activities will ensure that the project team is fully informed and prepared as decision points are reached and that all Site activities proceed in a safe and efficient manner. Planning, coordination and management activities include general project correspondence, timeline estimates, meetings and the preparation of a site-specific Health and Safety Plan (HASP) and the Site Remediation Reform Act (SRRA) compliance items. The SRRA includes items such as NJDEP incident notifications, NJDEP Licensed Site Remediation Professional (LSRP) forms, LSRP retention notifications, public notification, annual remediation fee forms and NJDEP correspondence.

The cost for this Task is estimated to be **\$16,500**. Please note that NJDEP annual fees are not included in this estimate and are paid directly by JCRA to the NJDEP.

Task 2.0 - Quality Assurance Project Plan

Prior to performing any additional remedial investigation activities, a site-specific Quality Assurance Project Plan (QAPP) will be developed. The purpose of the QAPP is to document the planning, implementation and assessment procedures for the Site as well as any specific quality assurance and quality control activities. The QAPP will be prepared in accordance with NJAC 7:26E-2.2(b) 1-12 or other applicable guidance as deemed necessary. In addition to the QAPP, a Sampling, Analysis and Monitoring Plan (SAMP) will be developed to document the procedural and analytical requirements for the collection of samples (water, soil and air) to characterize the Site.

The cost for this Task is estimated at **\$8,500**.

Task 3.0 - Vapor Intrusion Investigation

BSTI will evaluate all properties within the vapor intrusion study area identified on Table 7 and Figure 17 of the SIR (estimated as 38 tax parcels). BSTI will contact property owners and tenants of properties with inhabitable improvements within the vapor intrusion study area to request access for sub-slab soil gas sampling. A subsurface soil gas sample will be collected from each property that grants access. Sub-slab soil gas samples will be analyzed for volatile organic compounds (VOCs) via EPA Method TO15-LL with appropriate QA/QC samples as required by the QAPP/SAMP.

In addition to the sub-slab sampling, subsurface utilities within the study area will be mapped and screened for the presence of volatile organic compounds (VOCs), percent Lower Explosive Limits (LEL) and percent oxygen with direct reading instruments. BSTI will complete a Vapor Intrusion Investigation Report for the sample sites and utilities located/investigated and submit applicable information to the NJDEP, property owners, tenants, local health department and as otherwise required in accordance with the New Jersey Department of Environmental Protection (NJDEP) Vapor Intrusion Technical Guidance Document, Version 3.1 dated March 2013.

The cost for this Task is estimated at **\$24,000.**

Task 4.0 - Soil Investigation

BSTI will gain site access agreements, secure permits and mobilize to the Site with a Geo-Probe to perform a soil investigation. Seven soil borings will be installed at the Site. Refer to the attached figure (Figure 18) for the proposed soil boring locations. Six of the seven samples will be analyzed for geologic parameters for the development of Site Specific Impact to Groundwater Soil Remediation Standards. Two of the seven boring locations will be analyzed for VOCs, semi-volatile organic compounds (SVOCs) and select metals for the investigation of historic fill.

As noted in the SIR, provisional soil sample locations were proposed beneath existing buildings at 445 Ocean Avenue, 447 Ocean Avenue and 449 Ocean Avenue. Samples at these locations will be considered should the buildings at these locations be removed. At this time, they are not included in this work effort.

The cost for this Task is estimated to be **\$13,500.**

Task 5.0 - Groundwater Investigation

Vertical and horizontal delineation for compounds of concern (COCs) is incomplete as indicated in the RIWP. The following remedial investigation activities will be implemented to further delineate the vertical and horizontal extent for Site COCs.

Sub-Task - 5.1 Temporary Monitoring Wells

In conjunction with the soil investigation task, two temporary groundwater monitoring wells will be installed and sampled via the Geo-Probe along Ocean Avenue. Refer to the attached figure (Figure 19) for the proposed temporary well locations. The two temporary wells will be installed up-gradient of the former DB Lucky's to determine

if a potential up-gradient source could be impacting groundwater beneath DB Lucky's. Samples collected from the temporary wells will be analyzed for VOCs.

Costs associated with this Sub-Task have been included with the Soil Investigation costs above.

Sub-Task - 5.2 Groundwater Monitoring Well Installation

BSTI will secure offsite access and permits to install five groundwater monitoring wells at the Site. Refer to the attached figure (Figure 19) for the proposed well locations. Three shallow wells will be constructed with two inch diameter poly vinyl chloride (PVC) well screen and screened at an approximate depth of 15 – 25 feet below grade. One intermediate groundwater monitoring well will be constructed as a six inch steel-cased borehole at an approximate depth of 30 – 40 feet below grade in bedrock. One deep groundwater monitoring well will be constructed as a double-cased open borehole of at least six inches in diameter at approximately 80 – 100 feet below grade. Actual well depths would be determined by the attending geologist during the well installation to ensure the most appropriate well construction. The wells will be finished within flush-mount manholes at grade.

Costs anticipated for the well installations include well permits, sidewalk/road opening permits, offsite access agreements (with JCRA assistance), traffic control, using soft dig equipment to safely clear boring locations of subsurface utilities, installation of the wells, development of the wells, storing, transportation and disposal of assumed non-hazardous investigation derived waste (IDW) and surveying the newly installed wells.

The cost for this Sub-Task is estimated to be **\$43,500.**

Sub-Task - 5.3 Down-Hole Geophysics Investigation

BSTI will mobilize a specialty contractor to supply all necessary equipment and manpower to perform borehole geophysical logging in the newly-installed deep monitoring well (to be designated MW-2D). The purpose of conducting the geophysical logging will be to characterize lithology and the fractured intervals within the borehole. The logging scope of work will include single point resistance, 16-64 normal resistivity, spontaneous potential, acoustic televiewer, heat pulse flow meter, fluid conductivity/temperature, 3-arm caliper and natural gamma where applicable.

At the conclusion of the logging, field logs, composite logs and processed data will be evaluated and a test protocol will be developed and implemented for the purpose of interval testing (e.g. packer testing). We anticipate conducting the packer tests at multiple intervals within MW-2D. The packer testing will consist of a slug test (estimated at 10 to 20 minutes in duration), collection of static head pressure data, purging groundwater for a maximum of one hour and collecting samples. BSTI will work with the contractor to collect samples for laboratory analysis and manage all investigation derived waste (IDW) in accordance with the QAPP and SAMP.

The results of this effort will allow the project team to better understand deep zone migration pathways and aquifer behavior in general from a single deep well.

The cost for this Sub-Task is estimated at **\$24,600.**

Sub-Task - 5.4 Groundwater Sampling and Analysis

A minimum of fourteen days after the permanent monitoring wells have been installed and developed, BSTI will gauge and sample all existing monitoring wells that can be utilized for the purposes of this investigation. Refer to Table 7 of the attachments for the analysis list. This includes previously existing wells owned by JCRA at sites

within the TRA. We anticipate that this task includes sample collection and analysis from 19 monitoring wells plus required quality assurance/quality control samples.

The cost for this Sub-Task is estimated to be **\$13,500**.

Sub-Task - 5.5 Hydraulic Characterization Activities in the Shallow Wells

In order to characterize the hydraulic conditions of the shallow aquifer so that fate and transport of contaminants of concern (COCs) can be evaluated for remediation purposes, BSTI will complete rising head and falling head slug tests at seven of the existing shallow monitoring wells. Slug test data will be analyzed via applicable modeling software and utilized for characterization of groundwater flow and aquifer capacity characteristics. The data will be utilized in future reporting and for evaluation of remedial strategies.

The costs for this Sub-Task is estimated to be **\$4,000**.

Task 6.0 - Test Pits at the Former DB Lucky's

For the purposes of precisely identifying subsurface anomalies previously identified at the former DB Lucky's, BSTI will mobilize a contractor to the Site with a backhoe to advance several test pits across the property. Observations of the test pits will be photo-documented and utilized for further remedial action planning, if necessary. Excavation of material and/or removal of anomalies will not be conducted with this event.

The cost for this Task is estimated at **\$4,900**.

Task 7.0 - Remedial Investigation Progress Report

BSTI will prepare a Remedial Investigation Progress Report (RIPR) summarizing the results of the investigation completed in conjunction with this cost estimate. This RIPR will be prepared for submittal to the NJDEP in accordance with the Site Remediation Reform Act (SRRA) with all applicable forms and attachments.

The cost for this task is estimated to be **\$12,900.00**

ESTIMATED COSTS

The total estimated cost for implementation of the above scope of work is projected to be **\$165,900**. These costs are provided for contracting and for budgetary purposes only. Actual costs will be billed on a time and materials basis according BSTI standard rates (attached). All costs will be clearly articulated and presented on monthly invoices. In the event that costs overrun or out of scope work items are anticipated, such occurrences will be brought to the attention of the client in advance.

BSTI is prepared to initiate the proposed scope of work immediately upon authorization to proceed. We appreciate the opportunity to provide this cost estimate. If you have any questions or comments, please contact the undersigned at (732) 280 – 1420 or via email at jlisko@bstiweb.com.

Sincerely:

Brownfield Science & Technology, Inc.



Jonathan Lisko, LSRP
Principal Scientist

Enclosures: Table 7 – Proposed Scope of Work from Site Investigation Report dated 2/2014
Select Figures from the Site Investigation Report dated 2/2014
Standard Rates & Terms

TAB F 7
PROPOSED REMEDIAL INVESTIGATION SCOPE OF WORK

Turnkey Redevelopment Area
Block 25804; Lots 17, 18, 19, 20, 21, 22, 23
Jersey City, Hudson County, New Jersey

Sample Location	Area of Concern	Sample Matrix	Boring Depth (fbg)	Sample Depth (fbg)	ANALYSIS				
					VOC TO 15 (LL)	TAL Metals	SVOCS (SIM)	TOC, Density, Grain Size, Sieve Analysis, pH	
					Req'd.	Req'd.	Req'd.	Req'd.	
Vapor Intrusion Investigation (All tax parcels in study area listed. Vacant parcels do not require sampling)									
Block 25101; Lot 21	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				
Block 25101; Lot 23	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				
Block 25101; Lot 24	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				
Block 25101; Lot 25	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				
Block 25101; Lot 26	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				
Block 25101; Lot 27	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				
Block 25101; Lot 28	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				
Block 25101; Lot 29	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				
Block 25101; Lot 30	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				
Block 25101; Lot 31	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				
Block 25201; Lot 67	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				
Block 25201; Lot 68	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				
Block 25201; Lot 69	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				
Block 25201; Lot 70	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				
Block 25201; Lot 71	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				
Block 25202; Lot 1.01	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				
Block 25202; Lot 76	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				
Block 25202; Lot 77	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				
Block 25804; Lot 14	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				
Block 25804; Lot 15	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				
Block 25804; Lot 16	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				
Block 25804; Lot 17	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				
Block 25804; Lot 18	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				
Block 25804; Lot 19	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				
Block 25804; Lot 20	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				
Block 25804; Lot 21	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				
Block 25804; Lot 22	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				

TAB 7
PROPOSED REMEDIAL INVESTIGATION SCOPE OF WORK

Turnkey Redevelopment Area
Block 25804; Lots 17, 18, 19, 20, 21, 22, 23
Jersey City, Hudson County, New Jersey

Sample Location	Area of Concern	Sample Matrix	Boring Depth (fbg)	Sample Depth (fbg)	ANALYSIS				
					VOC TO 15 (LL)	VOC+15	TAL Metals	SVOCs (SIM)	TOC, Density, Grain Size, Sieve Analysis, pH
Block 25804; Lot 23	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	Req'd. 1	Req'd.	Req'd.	Req'd.	Req'd.
Block 25804; Lot 24	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				
Block 25804; Lot 25	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				
Block 25804; Lot 26	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				
Block 25804; Lot 27	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				
Block 25805; Lot 5	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				
Block 25805; Lot 6	Vapor Intrusion Pathway	Sub-slab Soil Gas	1	Below Slab as Applicable	1				

**TAB 7
PROPOSED REMEDIAL INVESTIGATION SCOPE OF WORK**

Turnkey Redevelopment Area
Block 25804; Lots 17, 18, 19, 20, 21, 22, 23
Jersey City, Hudson County, New Jersey

Sample Location	Area of Concern	Sample Matrix	Boring Depth (fbg)	Sample Depth (fbg)	ANALYSIS					
					VOC TO 15 (LL)	VOC+15	TAL Metals	SVOCs (SIM)	TOC, Density, Grain Size, Sieve Analysis, pH	
					Req'd.	Req'd.	Req'd	Req'd	Req'd.	
Soil Investigation										
TRA-1	Former DB Lucky's SS	Soil	5	5						1
TRA-2	Former DB Lucky's SS	Soil	5	5						1
TRA-3	Former DB Lucky's SS	Soil	5	5						1
	Historic Fill Material	Soil	5	5		1	1	1	1	
TRA-4	Former Grant Cleaner's	Soil	5	5						1
TRA-5	Former Grant Cleaner's	Soil	5	5						1
TRA-6	Former Grant Cleaner's	Soil	5	5						1
TRA-7	Historic Fill Material	Soil	5	5						
Optional TRA-8	Former Grant Cleaner's	Soil	5	5		1	1	1	1	
	Former Grant Cleaner's	Soil	5	10						
	Former Grant Cleaner's	Soil	10	10						
Optional TRA-9	Former Grant Cleaner's	Soil	5	10						
	Former Grant Cleaner's	Soil	10	10						
	Former Grant Cleaner's	Soil	5	10						
Optional TRA-10	Former Grant Cleaner's	Soil	10	10						
	Former Grant Cleaner's	Soil	10	10						
	Former Grant Cleaner's	Soil	5	10						
Optional TRA-11	Former Grant Cleaner's	Soil	10	10						
	Former Grant Cleaner's	Soil	10	10						

TAB F 7
PROPOSED REMEDIAL INVESTIGATION SCOPE OF WORK

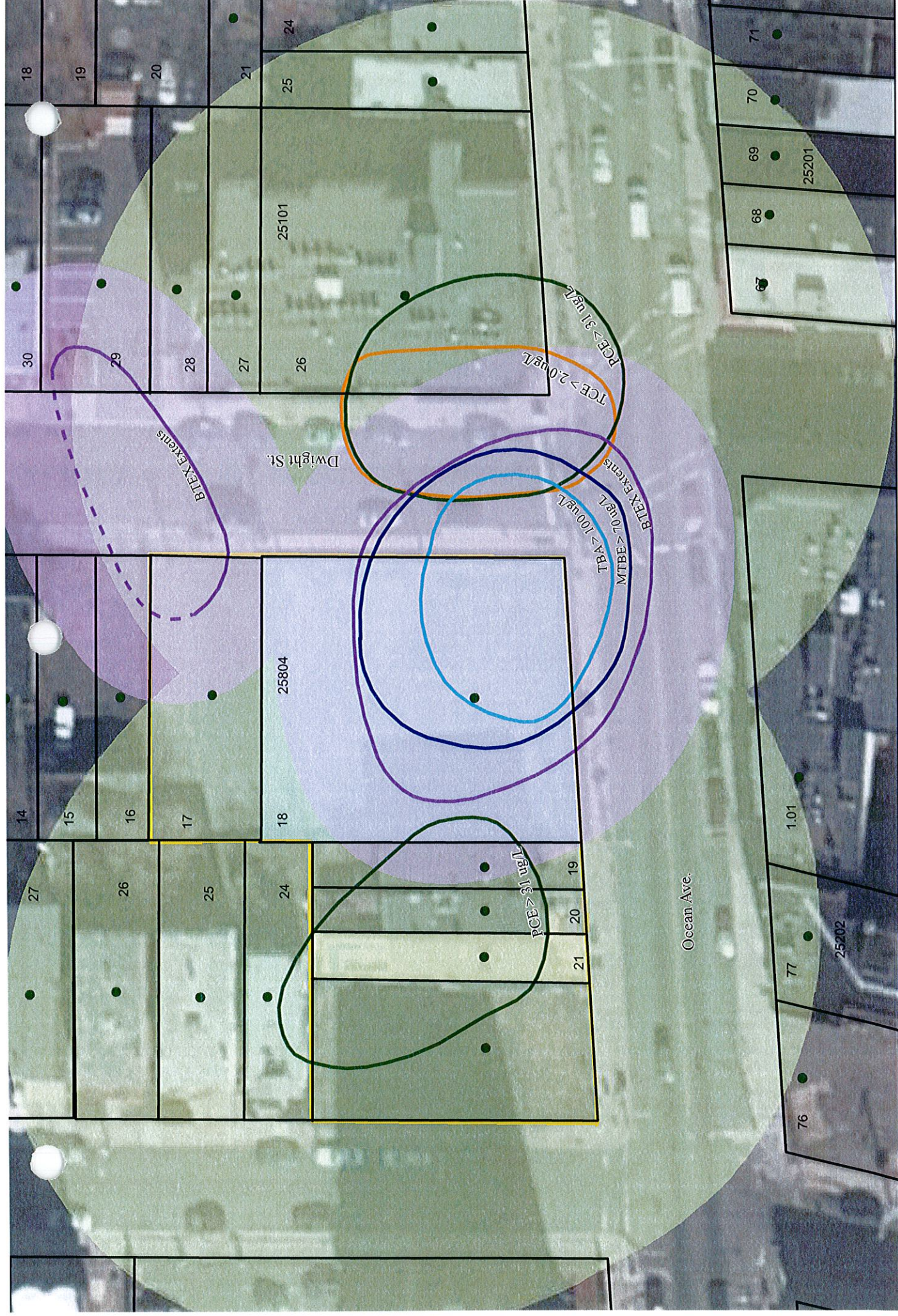
Turnkey Redevelopment Area
Block 25804; Lots 17, 18, 19, 20, 21, 22, 23
Jersey City, Hudson County, New Jersey

Sample Location	Area of Concern	Sample Matrix	Boring Depth (fbg)	Sample Depth (fbg)	ANALYSIS				
					VOC TO 15 (LL)	TAL Metals	SVOCS (SIM)	TOC, Density, Grain Size, Sieve Analysis, pH	
					Req'd.	Req'd.	Req'd.	Req'd.	
Monitoring Well Installation									
TMW-21, TMW-22	Shallow Groundwater (Overburden)	Groundwater	20	Construct temporary screen across first water (anticipated 10 - 20 fbg)	2				
MW-5, MW-6, MW-7	Shallow Groundwater (Overburden)	N/A	20	Construct as 2-inch diameter PVC well (anticipated 8 - 18 fbg.					
MW-2I	Intermediate Groundwater (in Bedrock)	NA	40	Construct across first bedrock fracture (anticipated 30 - 35')					
MW-2D	Deep Groundwater (in Bedrock)	N/A	100	Cased off 5' into bedrock to separate overburden aquifer. Doubled cased well to open borehole across second bedrock fracture (anticipated at 80' 100')					

TAB 7 **PROPOSED REMEDIAL INVESTIGATION SCOPE OF WORK**

Turnkey Redevelopment Area
Block 25804; Lots 17, 18, 19, 20, 21, 22, 23
Jersey City, Hudson County, New Jersey

Sample Location	Area of Concern	Sample Matrix	Boring Depth (fbg)	Sample Depth (fbg)	ANALYSIS					
					VOC TO 15 (LL)	TAL Metals	SVOCs (SIM)	TOC, Density, Grain Size, Sieve Analysis, pH		
					Req'd.	Req'd.	Req'd.	Req'd	Req'd.	
Monitoring Well Sampling & Other Activities										
Residences at 445, 447 and 449 Ocean Avenue	Suspected UHOTs & Piping	Conduct a Tank scan at each property for presence of UHOTs and piping								
All New Wells	Survey all wells by NJ Licensed Surveyor									
MW-02 (445 Ocean Avenue), MW-04 (445 Ocean Avenue), MW-21, MW-2D, MW-5	Rising head and falling head slug test									
MW-2D	Down-hole Geophysics Survey and Interval Sampling via Packer System. Scope of work to be developed after well is installed.									
MW-1 through MW-4 (445 Ocean Avenue)	Groundwater	Groundwater	NA	Existing permanent monitoring wells		4				
MW-1 through MW-7 (457 Ocean Avenue and offsite locations)	Groundwater	Groundwater	NA	Existing permanent monitoring wells		7	7			
MW-2I	Groundwater	Groundwater	NA	Recommended permanent monitoring well		1	1			
MW-2D	Groundwater	Groundwater	90 - 100	Recommended permanent monitoring well		TBD				



Notes:

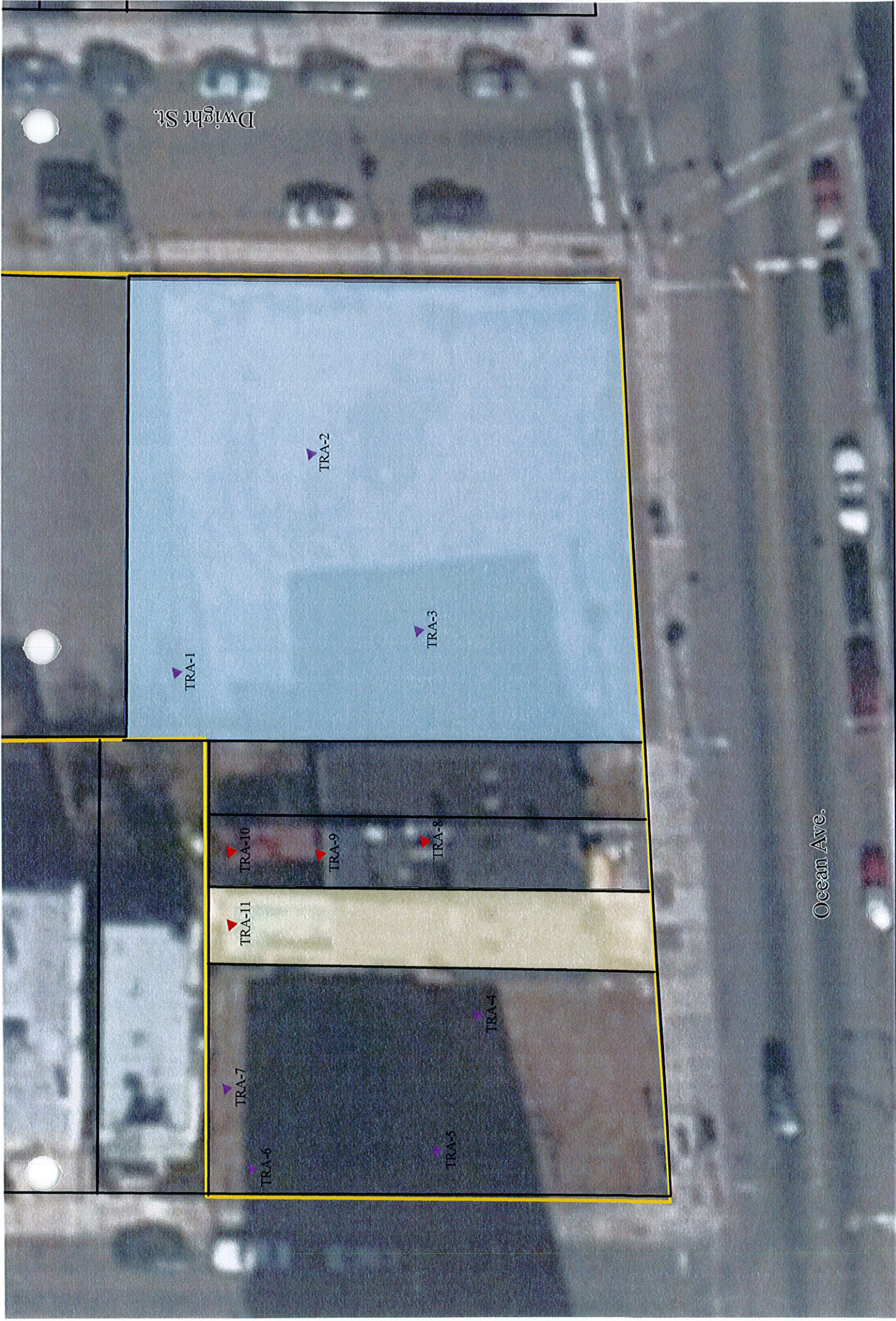
1. Coordinate Reference
NAD 1983 State Plane New Jersey FIPS 2900 Feet

Legend

- Property within VII Study Area
- PCE 31 ug/L
- TCE 2.0 ug/L
- BTEX 100 ug/L
- BTEX 70 ug/L
- Site Boundary

VAPOR

TURN



PROPOS

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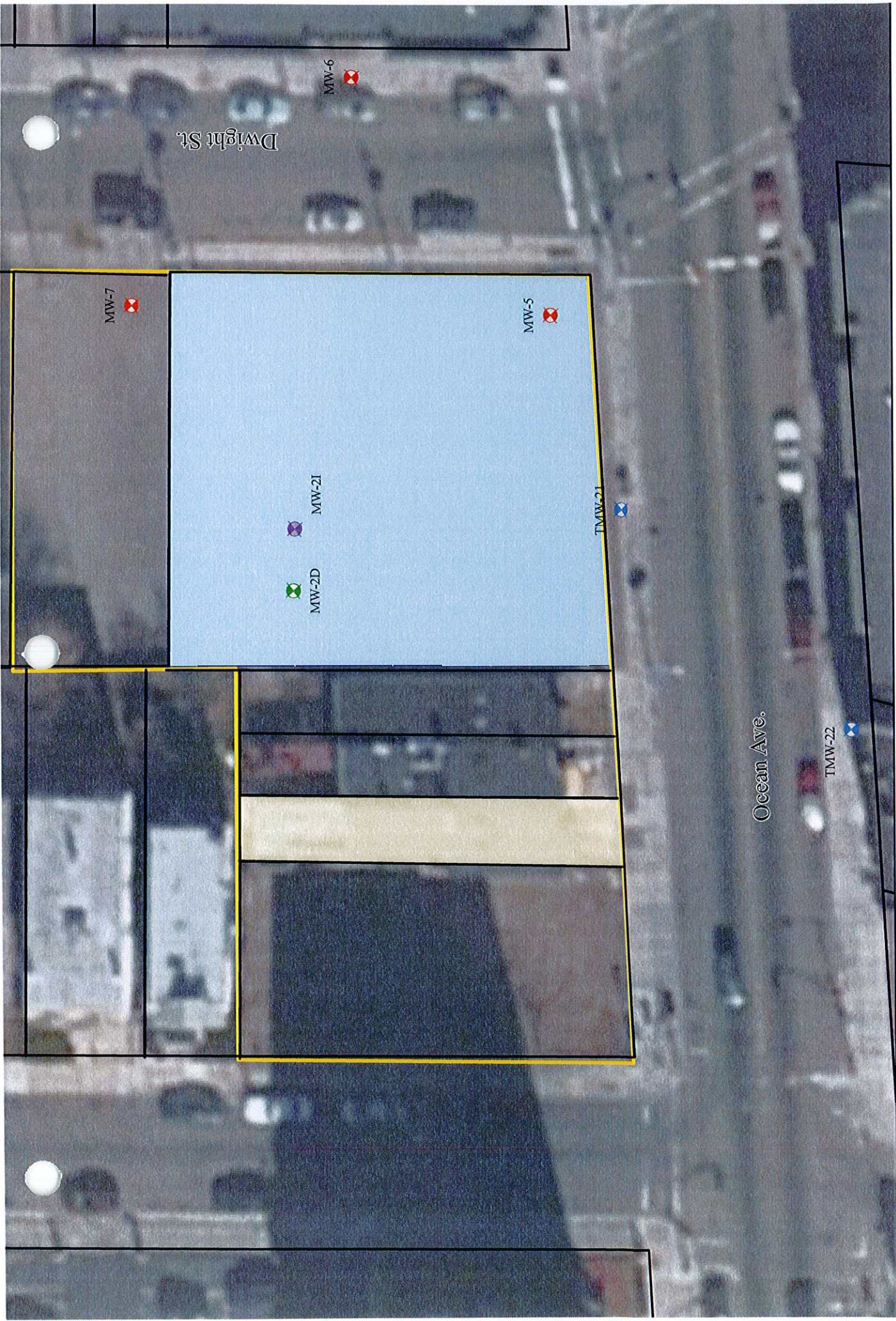
Legend

- Proposed Soil Borings
- Dry Cleaner Location

Notes:

- Coordinate Reference
NAD 1983 State Plane New Jersey FIPS 2900 Feet





Notes:

- 1. Coordinate Reference
NAD 1983 State Plane New Jersey FIPS 2900 Feet

Legend

-  Proposed Temporary Monitoring Wells
-  Site Boundary

**PROP
TURN**



BROWNFIELD

SCIENCE & TECHNOLOGY

Rates and Terms for Professional Services		
<i>BSTI pledges to uphold high ethical standards in our billing and invoicing procedures. We will work efficiently, bill honestly, and always strive to offer our clients the best possible value.</i>		
Title	Level	Rate
PRINCIPAL	III	\$200
	II	\$192
	I	\$175
SENIOR	III	\$160
	II	\$150
	I	\$135
PROJECT	III	\$125
	II	\$115
	I	\$105
STAFF	III	\$100
	II	\$90
	I	\$80
FIELD	II	\$75
	I	\$65
JUNIOR	I	\$57

Other Charges

- Computer Services: CADD, GIS and Modeling Programs - \$30 per hour
- Charges for stock materials and equipment will be billed according to our current price list (available upon request).
- Travel expenses including airfare, vehicle rental, lodging, meals, and other direct expenses will be billed at cost.
- Subcontracted project-related charges are billed at cost plus 15%.
- Expert testimony, deposition, or court appearances are charge at 1.5 times the hourly rate
- Personal vehicle mileage is billed at the prevailing IRS rate.

Terms

- Rates shown are hourly with a minimum increment of 0.25 hours.
- Invoices will be generated monthly or at predetermined milestones.
- Invoices are due within thirty (30) days of receipt. A 1.5% finance charge may be added to unpaid accounts past 30 days.
- The Rate and Terms above are valid until December 31, 2014

Mid Atlantic Region & Headquarters
3157 Limestone Road • Cochranville, PA 19330
(610) 593-5500

Northeast Region
P.O. Box 600 • Belmar, NJ 07719
(732) 280-1420

www.bstiweb.com

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE ACCOUNTS/INVOICES PAYABLE LIST
AS OF MARCH 18, 2014**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of March 18, 2014.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the Accounts/Invoices Payable List as of March 18, 2014 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 March 18, 2014.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
Diane Coleman				
Evelyn Farmer				
Rolando R. Lavarro, Jr.				
Timothy N. Mansour				
John D. Petkanas				
Russell Verducci				

Run date: 03/18/2014 @ 09:57
Bus date: 03/18/2014

JCRA
Invoice Distribution Report

OTDIST.L01 Page 1

Setup by: Janet

```
-----| Selection Page |-----  
Reference.....: 8 - Vendor number  
Reference value: *All*  
Vendor.....: *All*  
Stage.....: 30 - Invoice to 30 - Invoice  
Change date....: *All*  
Stage date.....: *All*  
Print zero.....: Do not print zero amounts  
Account Mask...: AXX XXX.XX
```

Vendor number	Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A10 215.11 - Deferred Compensation						
	615	METLIFE				
		17923 DEFERRED SALARY PER ATTACHED	615	METLIFE		
			1		Inv	710.00
		17926 DEFERRED SALARY PER ATTACHED	615	METLIFE		
			1		Inv	710.00
	615	METLIFE		*** Vendor total ***		1,420.00
A10 215.11 - Deferred Compensation						
				*** Account total ***		1,420.00
A10 490.11 - Bank Transfers						
	59	JCRA PAYROLL ACCOUNT				
		17922 PAYROLL FOR THE MONTH OF APRIL	59	JCRA PAYROLL ACCOUNT		
			1		Inv	70,000.00
	59	JCRA PAYROLL ACCOUNT		*** Vendor total ***		70,000.00
A10 490.11 - Bank Transfers						
				*** Account total ***		70,000.00
A10 520.04 - Dental						
	119	MARY ANN KOPCHA				
		17981 REIMBURSEMENT OF DENTAL EXPENS	119	MARY ANN KOPCHA		
			1		Inv	309.00
	119	MARY ANN KOPCHA		*** Vendor total ***		309.00
	351	CHRISTOPHER FIORE				
		17972 REIMBU. FOR DEPENDENT'S DENTAL	351	CHRISTOPHER FIORE		
			1		Inv	334.80
	351	CHRISTOPHER FIORE		*** Vendor total ***		334.80
	770	ELIZABETH GARCIA				
		18012 DENTAL REIMBURS. - SPOUSE	770	ELIZABETH GARCIA		
			1		Inv	1,900.00
	770	ELIZABETH GARCIA		*** Vendor total ***		1,900.00
A10 520.04 - Dental						
				*** Account total ***		2,543.80
A10 610.01 - Project - Legal						
	199	JOHN J. CURLEY, LLC				
		17985 LEGAL SERVICES - BAYFRONT	199	JOHN J. CURLEY, LLC		
			1		Inv	105.00
	199	JOHN J. CURLEY, LLC		*** Vendor total ***		105.00
	932	NOWELL AMOROSO KLEIN BIERMAN,				
		17896 LEGAL SERVICES - BETZ - CERC	932	NOWELL AMOROSO KLEIN BIERMAN,		
			1		Inv	85.00
		17897 LEGAL SERVICES - BETZ-CERC	932	NOWELL AMOROSO KLEIN BIERMAN,		
			1		Inv	3,383.08
		17898 LEGAL SERVICES - MORRIS CANAL	932	NOWELL AMOROSO KLEIN BIERMAN,		
			1		Inv	102.00
		17899 LEGAL SERVICES LHN (MOCCO)	932	NOWELL AMOROSO KLEIN BIERMAN,		
			1		Inv	8,200.00
		17900 LEGAL SERVICES - LHN (MOCCO)	932	NOWELL AMOROSO KLEIN BIERMAN,		

Vendor number	Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A10 610.01 - Project - Legal				*** Continued ***		
			1		Inv	350.00
17902	LEGAL SERVICES - BRIGHT STREET		932	NOWELL AMOROSO KLEIN BIERMAN,		
			1		Inv	425.00
17903	LEGAL SERVICES - LHN (TRAMZ)		932	NOWELL AMOROSO KLEIN BIERMAN,		
			1		Inv	136.00
17904	LEGAL SERVICES - MAJESTIC II		932	NOWELL AMOROSO KLEIN BIERMAN,		
			1		Inv	238.00
17905	LEGAL SERVICES - MGM -187BAY S		932	NOWELL AMOROSO KLEIN BIERMAN,		
			1		Inv	2,241.13
17906	LEGAL SERVICES - MORGAN STREET		932	NOWELL AMOROSO KLEIN BIERMAN,		
			1		Inv	1,564.00
17907	LEGAL SERVICES - MGM 193 BAY S		932	NOWELL AMOROSO KLEIN BIERMAN,		
			1		Inv	68.00
17908	LEGAL SERVICES - BELOVED COMMU		932	NOWELL AMOROSO KLEIN BIERMAN,		
			1		Inv	34.00
17910	LEGAL SERVICES - BRIGHT & VARI		932	NOWELL AMOROSO KLEIN BIERMAN,		
			1		Inv	6,192.92
17911	LEGAL SERVICES - 449 OCEAN AVE		932	NOWELL AMOROSO KLEIN BIERMAN,		
			1		Inv	2,551.83
17913	LEGAL SERVICES - J.C. INCINER.		932	NOWELL AMOROSO KLEIN BIERMAN,		
			1		Inv	1,666.00
17914	LEGAL SERVICES - JACKSON GREEN		932	NOWELL AMOROSO KLEIN BIERMAN,		
			1		Inv	125.00
17915	LEGAL SERVICES - 360-398 MLK D		932	NOWELL AMOROSO KLEIN BIERMAN,		
			1		Inv	15,850.00
17927	LEGAL SERVICES - BETZ-CERC		932	NOWELL AMOROSO KLEIN BIERMAN,		
			1		Inv	595.00
17928	LEGAL SERVICES - BETZ - CERC		932	NOWELL AMOROSO KLEIN BIERMAN,		
			1		Inv	1,875.00
17933	LEGAL SERVICES - LHN (MOCCO)		932	NOWELL AMOROSO KLEIN BIERMAN,		
			1		Inv	625.00
17935	LEGAL SERVICES - BAYFRONT		932	NOWELL AMOROSO KLEIN BIERMAN,		
			1		Inv	969.00
17936	LEGAL SERVICES - GRAND JERSEY		932	NOWELL AMOROSO KLEIN BIERMAN,		
			1		Inv	75.00
17937	LEGAL SERVICES - BRIGHT STREET		932	NOWELL AMOROSO KLEIN BIERMAN,		
			1		Inv	50.00
17938	LEGAL SERVICES - MGM 187 BAY S		932	NOWELL AMOROSO KLEIN BIERMAN,		
			1		Inv	2,989.53
17939	LEGAL SERVICES - LHN (GRAND J		932	NOWELL AMOROSO KLEIN BIERMAN,		
			1		Inv	425.00
17940	LEGAL SERVICES - BELOVED COMMU		932	NOWELL AMOROSO KLEIN BIERMAN,		
			1		Inv	289.00
17941	LEGAL SERVICES - MORGAN GROVE		932	NOWELL AMOROSO KLEIN BIERMAN,		
			1		Inv	238.00
17944	LEGAL SERVICES - OCEAN AVENUE		932	NOWELL AMOROSO KLEIN BIERMAN,		
			1		Inv	1,292.00
17946	LEGAL SERVICES - BRIGHT & VARI		932	NOWELL AMOROSO KLEIN BIERMAN,		
			1		Inv	1,050.00
17948	LEGAL SERVICES - INCINERATOR A		932	NOWELL AMOROSO KLEIN BIERMAN,		
			1		Inv	1,067.00

A10 610.02 - Project - Environmental
944 BROWNFIELD SCIENCE & TECHNOLOG

Vendor number	Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
944	BROWNFIELD SCIENCE & TECHNOLOG 18010 ENVIRON. SITE INVESTIGATION-OC	944	BROWNFIELD SCIENCE & TECHNOLOG 1	Inv	11,900.00
944	BROWNFIELD SCIENCE & TECHNOLOG		*** Vendor total ***		11,900.00
A10 610.02	- Project - Environmental		*** Account total ***		11,900.00
A10 610.05	- Project - Appraisals				
40	HALLMARK APPRAISAL COMPANY, IN 17921 VARIOUS MEETING - MORGAN GROVE	40	HALLMARK APPRAISAL COMPANY, IN 1	Inv	1,068.75
40	HALLMARK APPRAISAL COMPANY, IN		*** Vendor total ***		1,068.75
266	VALUE RESEARCH GROUP, LLC 17995 APPRAISAL SERVICES - MORRIS CA	266	VALUE RESEARCH GROUP, LLC 1	Inv	4,500.00
266	VALUE RESEARCH GROUP, LLC		*** Vendor total ***		4,500.00
A10 610.05	- Project - Appraisals		*** Account total ***		5,568.75
A10 610.06	- Project - Architects				
932	NOWELL AMOROSO KLEIN BIERMAN, 17901 LEGAL SERVICES - PORT AUTHORIT	932	NOWELL AMOROSO KLEIN BIERMAN, 1	Inv	600.00
	17934 LEGAL SERVICES - PORT AUTHORIT	932	NOWELL AMOROSO KLEIN BIERMAN, 1	Inv	125.00
932	NOWELL AMOROSO KLEIN BIERMAN,		*** Vendor total ***		725.00
A10 610.06	- Project - Architects		*** Account total ***		725.00
A10 610.07	- Project - Engineering				
681	T&M ASSOCIATES 17994 PLANNING & ENGIN.- CANAL CROSS	681	T&M ASSOCIATES 1	Inv	3,734.75
			2	Inv	37,884.72
	18008 LEGAL SERVICES - CANAL CROSSIN	681	T&M ASSOCIATES 1	Inv	926.29
			2	Inv	19,708.89
681	T&M ASSOCIATES		*** Vendor total ***		62,254.65
A10 610.07	- Project - Engineering		*** Account total ***		62,254.65
A10 610.08	- Project - Other Expense				
161	PUBLIC SERVICE ELECTRIC & GAS 17916 ELECTRICE & GAS SERVICES	161	PUBLIC SERVICE ELECTRIC & GAS 1	Inv	161.74
	17917 ELECTRIC SERVICES - 405 OCEAN	161	PUBLIC SERVICE ELECTRIC & GAS 1	Inv	4.88
	17918 GAS & ELECTRIC SERVICES 407 OC	161	PUBLIC SERVICE ELECTRIC & GAS 1	Inv	93.01
	17919 ELECTRIC SERVICES - 407 OCEAN	161	PUBLIC SERVICE ELECTRIC & GAS 1	Inv	4.88

Vendor number	Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A10 610.08 - Project - Other Expense				
17920	ELECTRIC SERVICES - 407 OCEAN	161 PUBLIC SERVICE ELECTRIC & GAS 1	Inv	4.88
161	PUBLIC SERVICE ELECTRIC & GAS	*** Vendor total ***		269.39
636	BROWNFIELD REDEVELOPMENT SOLUT	636 BROWNFIELD REDEVELOPMENT SOLUT 1	Inv	712.50
17989	GRANT MANGMT. SVCS. CANAL CROS	*** Vendor total ***		712.50
636	BROWNFIELD REDEVELOPMENT SOLUT			
936	BARNES CONTRACTOR CONSTRUCTION	936 BARNES CONTRACTOR CONSTRUCTION 1	Inv	1,950.00
17996	SNOW REMOVAL -VARIOUS PROPERTY	936 BARNES CONTRACTOR CONSTRUCTION 1	Inv	1,000.00
17997	CHANGE LOCKSON DOORS - 405 OCE	*** Vendor total ***		2,950.00
936	BARNES CONTRACTOR CONSTRUCTION			
A10 610.08 - Project - Other Expense				*** Account total ***
				3,931.89
A10 610.09 - Project - Relocation				
597	PHILLIPS,PREISS GRYGIEL, LLC	597 PHILLIPS,PREISS GRYGIEL, LLC 1	Inv	195.00
17909	RELOCATION ASSISTANCE-GRAND JE	*** Vendor total ***		195.00
597	PHILLIPS,PREISS GRYGIEL, LLC			
A10 610.09 - Project - Relocation				*** Account total ***
				195.00
A10 610.12 - Project - Remediation				
53	DRESDNER ROBIN ENVIRON MGMT	53 DRESDNER ROBIN ENVIRON MGMT 1	Inv	7,677.37
18000	ENVIRON. SVCS. - BERRY LANE (P	53 DRESDNER ROBIN ENVIRON MGMT 1	Inv	14,414.82
18001	ENVIRON. SVCS. - BERRY LANE (P	*** Vendor total ***		22,092.19
53	DRESDNER ROBIN ENVIRON MGMT			
A10 610.12 - Project - Remediation				*** Account total ***
				22,092.19
A10 620.01 - GD - Natural Gas				
161	PUBLIC SERVICE ELECTRIC & GAS	161 PUBLIC SERVICE ELECTRIC & GAS 1	Inv	754.68
17894	BETZ-CERC GAS SERVICES	161 PUBLIC SERVICE ELECTRIC & GAS 1	Inv	7,683.60
17932	BETZ - CERC GAS SERVICES 1/31	*** Vendor total ***		8,438.28
161	PUBLIC SERVICE ELECTRIC & GAS			
A10 620.01 - GD - Natural Gas				*** Account total ***
				8,438.28
A10 620.02 - GD - Electricity				
161	PUBLIC SERVICE ELECTRIC & GAS	161 PUBLIC SERVICE ELECTRIC & GAS 1	Inv	8,146.59
17893	BETZ-CERC ELECTRIC SERVICES	*** Vendor total ***		8,146.59
161	PUBLIC SERVICE ELECTRIC & GAS			

Vendor number	Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A10 620.02	- GD	- Electricity	*** Account total ***		8,146.59
A10 620.03	- GD	- Water/Sewer			
	193	JC MUNICIPAL UTILITIES AUTHORI	193 JC MUNICIPAL UTILITIES AUTHORI		
		17895 BETZ-CERC WATER & SEWER CHARGE	1	Inv	380.89
	193	JC MUNICIPAL UTILITIES AUTHORI	*** Vendor total ***		380.89
A10 620.03	- GD	- Water/Sewer	*** Account total ***		380.89
A10 620.06	- GD	- Other Expense			
	160	VERIZON WIRELESS	160 VERIZON WIRELESS		
		17976 M. NOONAN) CELL PHONE - BETZ C	1	Inv	95.02
	160	VERIZON WIRELESS	*** Vendor total ***		95.02
	186	IN-LINE AIR CONDITIONING CO.,	186 IN-LINE AIR CONDITIONING CO.,		
		17929 BETZ - CERC SERVICES CALL-KITC	1	Inv	458.00
	186	IN-LINE AIR CONDITIONING CO.,	*** Vendor total ***		458.00
	432	SIMPLEXGRINNEL	432 SIMPLEXGRINNEL		
		17930 BETZ - CERC - KITCHEN HOOD CLE	1	Inv	1,156.98
		17931 BETZ - CERC SERVICES ON SPRINK	432 SIMPLEXGRINNEL		
			1	Inv	525.00
	432	SIMPLEXGRINNEL	*** Vendor total ***		1,681.98
10 620.06	- GD	- Other Expense	*** Account total ***		2,235.00
A10 650.01	- Office Rent				
	917	66 YORK STREET, LLC	917 66 YORK STREET, LLC		
		17925 RENT FOR THE MONTH OF APRIL, 2	1	Inv	6,479.17
	917	66 YORK STREET, LLC	*** Vendor total ***		6,479.17
A10 650.01	- Office Rent		*** Account total ***		6,479.17
A10 660.01	- Liability Insurance				
	642	BROWN - BROWN DBA WLDOR AGENCY	642 BROWN - BROWN DBA WLDOR AGENCY		
		17973 FINAL TERM FOR POLICY EMPLOYEE	1	Inv	1,112.00
	642	BROWN - BROWN DBA WLDOR AGENCY	*** Vendor total ***		1,112.00
	812	PETROCCI AGENCY, LLC	812 PETROCCI AGENCY, LLC		
		17977 INSURANCE ON MARINA & SECOND S	1	Inv	1,101.45
	812	PETROCCI AGENCY, LLC	*** Vendor total ***		1,101.45
A10 660.01	- Liability Insurance		*** Account total ***		2,213.45
A10 670.03	- Office Supplies				
	69	STAPLES, INC			

Vendor number	Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
69	STAPLES, INC	18013 OFFICE SUPPLIES FOR FEBRUARY,	69 STAPLES, INC		
			1	Inv	1,047.30
69	STAPLES, INC		*** Vendor total ***		1,047.30
A10 670.03	- Office Supplies		*** Account total ***		1,047.30
A10 670.04	- Printing and Advertising				
72	THE EVENING JOURNAL ASSOCIATIO	17943 ARTICLES FOR JANUARY & FEBRUAR	72 THE EVENING JOURNAL ASSOCIATIO		
			1	Inv	329.54
72	THE EVENING JOURNAL ASSOCIATIO		*** Vendor total ***		329.54
167	THE STAR LEDGER	17975 PUBLIC NOTICE FOR INVIT.-BID B	167 THE STAR LEDGER		
			1	Inv	233.84
167	THE STAR LEDGER		*** Vendor total ***		233.84
443	THE HUDSON REPORTER ASSOC., LP	17978 ADVERTISEMENT-BOARD MEETING	443 THE HUDSON REPORTER ASSOC., LP		
			1	Inv	84.60
443	THE HUDSON REPORTER ASSOC., LP		*** Vendor total ***		84.60
A10 670.04	- Printing and Advertising		*** Account total ***		647.98
A10 670.05	- Postage				
77	US POSTAL SERVICE	17984 POSTAGE FOR PITNEY BOWES METER	77 US POSTAL SERVICE		
			1	Inv	600.00
77	US POSTAL SERVICE		*** Vendor total ***		600.00
94	FEDERAL EXPRESS	17970 OVERNIGHT DELIVERIES	94 FEDERAL EXPRESS		
			1	Inv	142.11
94	FEDERAL EXPRESS		*** Vendor total ***		142.11
A10 670.05	- Postage		*** Account total ***		742.11
A10 670.06	- Rental of Equipment				
644	TOSHIBA FINANCIAL SERVICES	17982 MONTHLY CHARGE - COLOR COPIER	644 TOSHIBA FINANCIAL SERVICES		
			1	Inv	1,125.00
644	TOSHIBA FINANCIAL SERVICES		*** Vendor total ***		1,125.00
884	TWIN ROCKS SPRING WATER	17971 COOLER RENTAL & WATER	884 TWIN ROCKS SPRING WATER		
			1	Inv	125.75
884	TWIN ROCKS SPRING WATER		*** Vendor total ***		125.75
A10 670.06	- Rental of Equipment		*** Account total ***		1,250.75
A10 670.07	- Travel				
351	CHRISTOPHER FIGORE				

Vendor number	Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
351	CHRISTOPHER FIORE 18014 TRAVEL EXPENSES FOR FEB., 2014	351 CHRISTOPHER FIORE 1	Inv	202.38
351	CHRISTOPHER FIORE	*** Vendor total ***		202.38
A10 670.07 - Travel		*** Account total ***		202.38
A10 670.08 - Miscellaneous Operating Exp.				
55	ROYAL PRINTING SERVICE 17974 CONTRACT CARDS	55 ROYAL PRINTING SERVICE 1	Inv	105.00
55	ROYAL PRINTING SERVICE	*** Vendor total ***		105.00
495	CENTRAL PARKING SYSTEM 17983 PARKING FEE-8 SPACES @ \$75 EAC	495 CENTRAL PARKING SYSTEM 1	Inv	600.00
495	CENTRAL PARKING SYSTEM	*** Vendor total ***		600.00
600	ROBERT P. ANTONICELLO 17969 SECOND & FINAL PYMT. ON SETTLE	600 ROBERT P. ANTONICELLO 1	Inv	132,500.00
600	ROBERT P. ANTONICELLO	*** Vendor total ***		132,500.00
920	MOISHE'S SELF STORAGE 17980 STORAGE RENT - APRIL,2014	920 MOISHE'S SELF STORAGE 1	Inv	700.00
920	MOISHE'S SELF STORAGE	*** Vendor total ***		700.00
933	CRYSTAL POINT CONDOMINIUM ASSO 17979 MONTHLY MAINTENANCE FEE	933 CRYSTAL POINT CONDOMINIUM ASSO 1	Inv	127.16
933	CRYSTAL POINT CONDOMINIUM ASSO	*** Vendor total ***		127.16
A10 670.08 - Miscellaneous Operating Exp.		*** Account total ***		134,032.16
A20 170.01 - Prop Held for Redevelopment				
64	CLERK OF SUPERIOR COURT 17968 ACQUISITION - PROPERTY 449 OCE	64 CLERK OF SUPERIOR COURT 1	Inv	91,500.00
64	CLERK OF SUPERIOR COURT	*** Vendor total ***		91,500.00
A20 170.01 - Prop Held for Redevelopment		*** Account total ***		91,500.00
A20 610.01 - Grant - Legal				
199	JOHN J. CURLEY, LLC 17998 LEGAL SERVICES - OCEAN / BAYVI	199 JOHN J. CURLEY, LLC 1	Inv	765.20
	18004 LEGAL SERVICES - BERRY LANE PA	199 JOHN J. CURLEY, LLC 1	Inv	70.00
199	JOHN J. CURLEY, LLC	*** Vendor total ***		835.20
250	MCGUIRE ASSOCIATES 17924 OCEAN PAYVIEW-CONDEMNATION MAT	250 MCGUIRE ASSOCIATES		

Vendor number	Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A20 610.01 - Grant - Legal						
				*** Continued ***		
			1		Inv	700.00
250	MCGUIRE ASSOCIATES			*** Vendor total ***		700.00
932	NOWELL AMOROSO KLEIN BIERMAN,					
	17912 LEGAL SERVICES - OCEAN BAY VIE	932	NOWELL AMOROSO KLEIN BIERMAN,		Inv	1,552.96
		1				
	17945 LEGAL SERVICES - OCEAN BAYVIEW	932	NOWELL AMOROSO KLEIN BIERMAN,		Inv	102.00
		1				
	17947 LEGAL SERVICES - 314 MLK DRIVE	932	NOWELL AMOROSO KLEIN BIERMAN,		Inv	50.00
		1				
	17991 LEGAL SERVICES - 417 COMMUNIPA	932	NOWELL AMOROSO KLEIN BIERMAN,		Inv	136.00
		1				
	17992 LEGAL SERVICES - BERRY LANE PA	932	NOWELL AMOROSO KLEIN BIERMAN,		Inv	204.00
		1				
	17993 LEGAL SERVICES - 416B COMMUNIP	932	NOWELL AMOROSO KLEIN BIERMAN,		Inv	4,989.72
		1				
932	NOWELL AMOROSO KLEIN BIERMAN,			*** Vendor total ***		7,034.68
A20 610.01 - Grant - Legal						
				*** Account total ***		8,569.88
A20 610.02 - Grant - Environmental						
53	DRESDNER ROBIN ENVIRON MGMT					
	18002 ENVIRON. SVCS. - BERRY LANE PA	53	DRESDNER ROBIN ENVIRON MGMT		Inv	5,488.61
		1				
	18003 ENVIRON. SVCS. BERRY LANE PARK	53	DRESDNER ROBIN ENVIRON MGMT		Inv	28,788.45
		1				
53	DRESDNER ROBIN ENVIRON MGMT			*** Vendor total ***		34,277.06
A20 610.02 - Grant - Environmental						
				*** Account total ***		34,277.06
A20 610.05 - Grant - Appraisals						
841	LINDEMO WINCKELMANN DEUPREE MA					
	17999 ARCHITECTURAL SERVICES - 292 M	841	LINDEMO WINCKELMANN DEUPREE MA		Inv	2,812.64
		1				
841	LINDEMO WINCKELMANN DEUPREE MA			*** Vendor total ***		2,812.64
A20 610.05 - Grant - Appraisals						
				*** Account total ***		2,812.64
A20 610.08 - Grant - Other Expenses						
636	BROWNFIELD REDEVELOPMENT SOLUT					
	17986 PLANNING & GRANT MANGMT. CANAL	636	BROWNFIELD REDEVELOPMENT SOLUT		Inv	2,570.00
		1				
	17987 EPA MANGMT. & OWNER REPRESENT	636	BROWNFIELD REDEVELOPMENT SOLUT		Inv	119.12
		1				
	17988 EPA GRANT MANGMT. GRAND JERSEY	636	BROWNFIELD REDEVELOPMENT SOLUT		Inv	1,380.77
		1				
	17990 GRANT MANGMT. DWIGHT / OCEAN	636	BROWNFIELD REDEVELOPMENT SOLUT		Inv	267.59
		1				
		2			Inv	254.68
		3			Inv	237.66
636	BROWNFIELD REDEVELOPMENT SOLUT			*** Vendor total ***		4,829.82

Run date: 03/18/2014 @ 09:57
Bus date: 03/18/2014

JCRA
Invoice Distribution Report

OTDIST.L01 Page 10

Vendor number	Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A20 610.08 - Grant - Other Expenses						
	889	HUNTER RESEARCH, INC.				
		18009 ARCHAEOLOGICAL MONITORING SVCS	889	HUNTER RESEARCH, INC.		
			1		Inv	8,000.00
	889	HUNTER RESEARCH, INC.				
				*** Vendor total ***		8,000.00
A20 610.08 - Grant - Other Expenses						
				*** Account total ***		12,829.82
* Report total *					*** Total ***	596,298.34

**RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE PERSONNEL LIST AS OF
MARCH 18, 2014**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Personnel List as of March 18, 2014

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the Personnel List as of March 18, 2014 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 March 18, 2014.

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Diane Coleman				
Evelyn Farmer				
Rolando R. Lavarro, Jr.				
Timothy N. Mansour				
John D. Petkanas				
Russell Verducci				

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING PROFESSIONAL SERVICES AGREEMENT NO. 14-03-BD2 WITH NEW JERSEY REALTY ADVISORY GROUP, LLC FOR THE PREPARATION OF AN ACQUISITION APPRAISAL OF PROPERTIES IN BLOCK 18901, LOTS 23 AND 29 AND KNOWN AS 417 COMMUNIPAW AVENUE AND 139 WOODWARD STREET LOCATED WITHIN THE MORRIS CANAL REDEVELOPMENT AREA

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 real estate appraisal company; and

WHEREAS, the Agency is desirous of contracting with New Jersey Realty Advisory Group, LLC of Jersey City, New Jersey to provide acquisition appraisal services for property located in Block 18901, Lots 23 and 29, and known as 417 Communipaw Avenue and 139 Woodward Street, respectively, located within the Morris Canal Redevelopment Area and which property is further depicted on the attached map; and

WHEREAS, in accordance with the requirements of the New Jersey Department of Environmental Protection Green Acres Program, the professional services of two independent and separate appraisers are required; and

WHEREAS, New Jersey Realty Advisory Group, LLC has provided these services to the Agency in the past and has demonstrated the knowledge and expertise required in the field of endeavor; and

WHEREAS, said contract will be for a term not to exceed one (1) year and shall be in an amount not to exceed \$ **7,500.00**; 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.

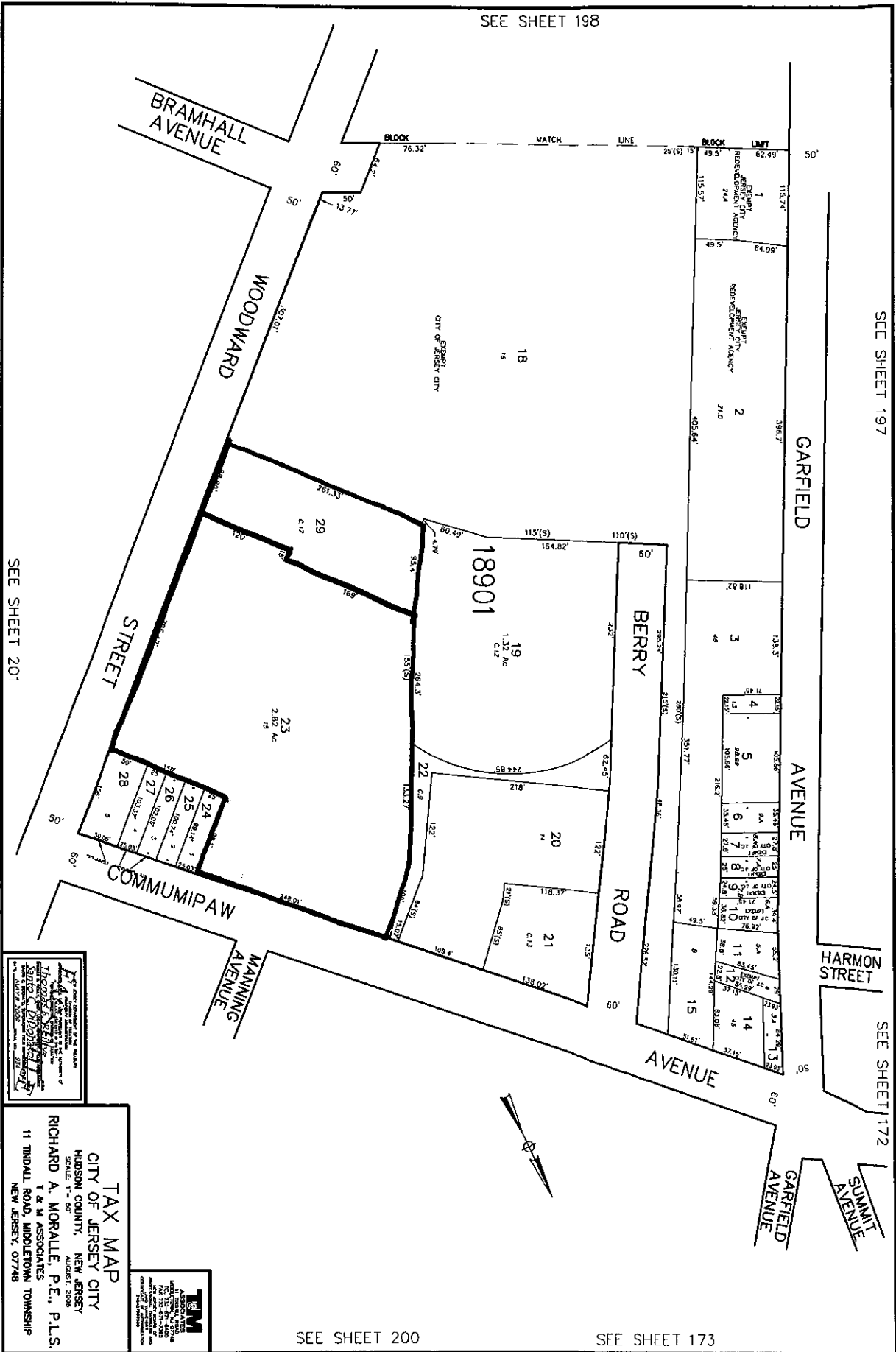
NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that a Contract in the not to exceed amount of \$7,500.00 be awarded to New Jersey Realty Advisory Group, LLC for the purpose of rendering acquisition appraisal services within the Morris Canal Redevelopment Area. 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 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 Regular Meeting of March 18, 2014.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Diane Coleman				
Evelyn Farmer				
Rolando R. Lavarro, Jr.				
Timothy N. Mansour				
John D. Petkanas				
Russell Verducci				



TAX MAP
 CITY OF JERSEY CITY
 HUDSON COUNTY, NEW JERSEY
 RICHARD A. MORALLE, P.E., P.L.S.
 T & M ASSOCIATES
 11 TINDALL ROAD, MIDDLETOWN, NEW JERSEY, 07748



New Jersey Realty Advisory Group, LLC

2500 Plaza 5, Harborside Financial Center
Jersey City, NJ 07311
Phone: (201) 499-7618
www.njrag.com

333 State Street, PO Box 807
Perth Amboy, NJ 08861
Phone: (732) 853-0271
Fax: (732) 853-0273

March 14, 2014

Maureen F. Mortola
Jersey City Redevelopment Agency
66 York Street
Second Floor
Jersey City, NJ 07302

RE: 417 Communipaw Avenue
& 139 Woodward Street
Jersey City, NJ
Acquisition Appraisal

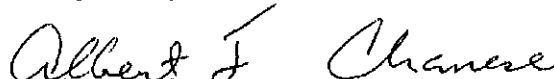
Dear Ms. Mortola:

In response to the request, the New Jersey Realty Advisory Group would be able to provide you with an appraisal report for the above captioned property. The purpose of the appraisal is estimate the value of the property for the possible acquisition by the redevelopment agency.

Our fee for this assignment will be \$7,500. The assignment will be completed within 2-3 weeks from the authorization to proceed. We will provide you with 2 bound copies of the report along with an electronic version of the report.

If you have any additional questions or comments, please email me or call me at (732) 853-0271.

Respectfully submitted,


Albert F. Chanese, MAI

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY ACCEPTING A GRANT FROM THE HAZARDOUS DISCHARGE SITE REMEDIATION FUND PUBLIC ENTITY PROGRAM THROUGH THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY AND THE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR PROPERTY WITHIN THE HOBOKEN AVENUE 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 Hoboken Avenue Redevelopment Plan contemplates the redevelopment of 100 Hoboken Avenue (block 6001 lot 40) AKA the "City Chemical Site", a project of the Agency; and

WHEREAS, the prior industrial and commercial uses of the site qualify the property as a brownfield pursuant to N.J.S.A. 58:10B-23.d; and

WHEREAS, there is a need to perform environmental investigations and subsequent remediation of the properties prior to redevelopment;

WHEREAS, the State of New Jersey provides funding for environmental investigation and remediation through the Hazardous Discharge Site Remediation Fund (HDSRF); and

WHEREAS, the Jersey City Redevelopment Agency has applied for HDSRF monies in the amount of \$203,435.00 for this purpose.

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. The above referenced grant in the amount of \$203,435.00 is hereby accepted upon receipt of notification of the grant award from the State of New Jersey;
3. The Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all necessary grant closing and other related documents in order to effectuate the purposes of this resolution, subject to the review and approval of the Agency's General Counsel;
4. A certified copy of this Resolution is to be forwarded to the New Jersey Economic Development Authority.

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 March 18, 2014.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Diane Coleman				
Evelyn Farmer				
Rolando R. Lavarro, Jr.				
Timothy N. Mansour				
John D. Petkanas				
Russell Verducci				