

**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 : current and 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 July 15, 2014.

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Diane Coleman				
Evelyn Farmer				
Erma D. Greene				
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 JUNE 17, 2014**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Minutes from the Regular Meeting dated June 17, 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 July 15, 2014.

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Diane Coleman				
Evelyn Farmer				
Erma D. Greene				
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 SPECIAL MEETING
DATED JULY 1, 2014**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Minutes from the Special Meeting dated July 1, 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 July 15, 2014.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
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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
RENEWAL AND EXTENSION OF PROFESSIONAL SERVICES
AGREEMENT NO. 13-06-CF3 WITH HUDSON REALTY ABSTRACT
CO. FOR TITLE ABSTRACTING AND INSURANCE SERVICES
WITHIN VARIOUS PROJECT AREAS CITYWIDE**

WHEREAS, on June 18, 2013, the Jersey City Redevelopment Agency Board of Commissioners authorized entering into Professional Services Agreement #13-06-CF3 with the firm of Hudson Realty Abstract Co. for title abstracting and insurance services as may be required for various project areas Citywide for an amount not to exceed \$10,000.00; and

WHEREAS, the term of the initial Contract has exceeded its one-year authorization and therefore, requires extension; 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 public 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 the Chairman, Vice Chairman and/or Secretary are hereby authorized to renew and extend the term of Professional Services Agreement #13-06-CF3 with Hudson Realty Abstract Co. through June 18, 2015, and to maintain the original scope of services.

BE IT ALSO RESOLVED, by the Board of Commissioners 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 adopted by the Board of Commissioners at their Regular Meeting dated July 15, 2014.

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
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Evelyn Farmer				
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John D. Petkanas				
Russell Verducci				

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING
PROFESSIONAL SERVICES AGREEMENT NO. 14-07-BD9 WITH NEW
JERSEY REALTY ADVISORY GROUP, LLC FOR THE PREPARATION
OF A DISPOSITION APPRAISAL OF PROPERTIES IN BLOCK 19903
LOTS 1 AND 5 KNOWN AS 136 & 144 HALLADAY STREET LOCATED
WITHIN THE CANAL CROSSING 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 professional real estate disposition appraisal services for property located in Block 19903, Lots 1 and 5 and known as 136 Halladay Street and 144 Halladay Street, respectively, within the Canal Crossing Redevelopment Area, and which property is further depicted on the attached City tax map; 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 **\$1,800.00**; and

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

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 \$1,800.00 be awarded to New Jersey Realty Advisory Group, LLC for the purpose of rendering real estate disposition appraisal services for properties located within the Canal Crossing 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 July 15, 2014.

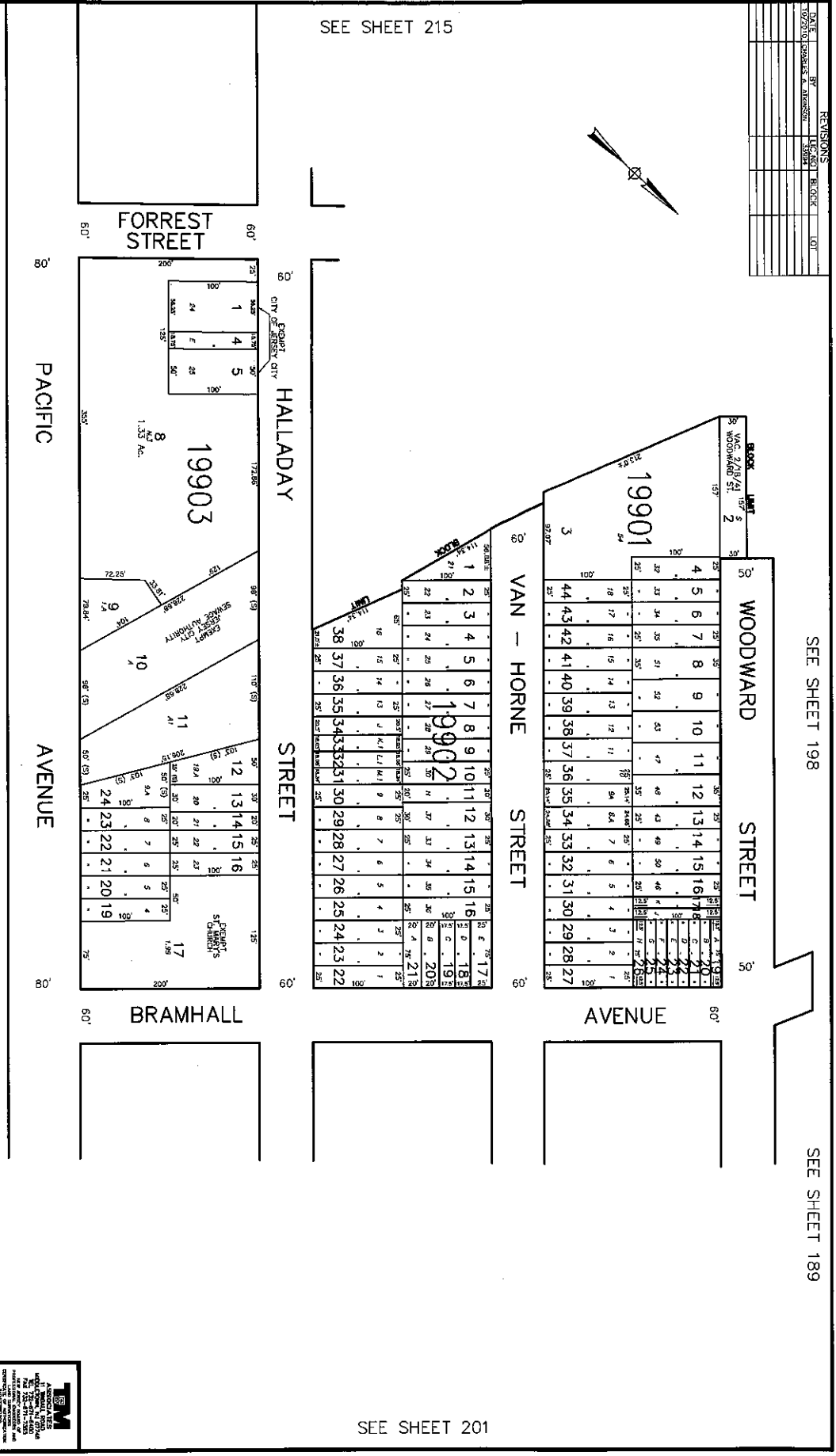
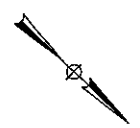
<u>RECORD OF COMMISSIONERS VOTE</u>				
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Erma Greene				
Evelyn Farmer				
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Timothy N. Mansour				
John D. Petkanas				
Russell Verducci				

REVISIONS			
DATE	BY	DESCRIPTION	LOT
10/20/10	LEAH L. BLOOM	REVISION	

SEE SHEET 198

SEE SHEET 189

SEE SHEET 215



SEE SHEET 215

SEE SHEET 202

481 - 004-640273300



TAX MAP
CITY OF JERSEY CITY
 HUDSON COUNTY, NEW JERSEY
 SCALE: 1" = 50'
 AUGUST 2008
RICHARD A. MORALE, P.E., P.L.S.
 T & M ASSOCIATES
 11 TIMMALL ROAD, MIDDLETOWN TOWNSHIP
 NEW JERSEY, 07748

SEE SHEET 201

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

December 9, 2013

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

RE: 136 & 144 Halladay Street
Block 19903, Lots 1 & 5
Jersey City, New Jersey
Disposition Appraisal

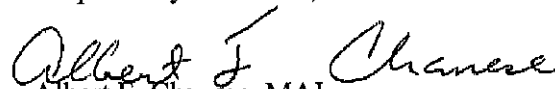
Dear Ms. Mortola:

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 to estimate the value of the property for the possible disposition by the redevelopment agency.

Our fee for this assignment will be \$1,800. The assignment will be completed within 3-4 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 AUTHORIZING CONTRACT NO. 14-07-MPN7 WITH DRESDNER ROBIN FOR ENVIRONMENTAL SERVICES LOCATED IN THE HARSIMUS COVE STATION REDEVELOPMENT AREA

WHEREAS, in furtherance of the planned renovation of the Jersey City Powerhouse structure located at 350 Washington Street, the Agency has been working with the Port Authority of New York and New Jersey for relocation of the substation located at the Powerhouse; and

WHEREAS, the parties have found an acceptable relocation site located at Block 11603, Lots 37 and 38 known as the "Triangle" site; and

WHEREAS, Dresdner Robin has in 2009 prepared a Preliminary Assessment Report for the Triangle site; and

WHEREAS, progress is being made on acquisition of the privately owned portion of the Triangle and staff deems it appropriate to obtain an updated Report which will include due diligence requirements by NJDEP; and

WHEREAS, the Agency will acquire the professional environmental services as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Dresdner Robin 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 e seq. (Pay to Play) 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, Dresdner Robin has submitted a proposal to update the Preliminary Assessment Report prepared by them in 2009 for the not to exceed amount of \$2,750.00; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that: 1) the above recitations are incorporated herein as if set forth at length; 2) Contract No. 14-07-MPN7 in the not to exceed amount of \$2m750.00 is hereby awarded to Dresdner Robin; 3) notice of award of this contract shall be published in a newspaper of general circulation in accordance with N.J.S.A. 40A:11-5(1)(a)(I).

BE IT FURTHER RESOLVED, that the Chairman, Vice Chairman 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 July 15, 2014.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Diane Coleman				
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Russell Verducci				

July 11, 2014

Mr. Marypat Noonan
Jersey City Redevelopment Agency
66 York Street, Second Floor
Jersey City, NJ 07302

**DRESDNER
ROBIN**

**Re: Proposal for Environmental Services
Powerhouse Triangle
Jersey City, New Jersey
DR Proposal No. 2014-07-17**

Engineering
Environmental
Planning
Land Survey
Landscape
Architecture
Real Estate
Consulting

Dear Ms. Noonan:

Dresdner Robin is pleased to present you with this proposal for continued environmental services in connection with the above referenced property.

SCOPE OF WORK

Task 1 - Preparation of Preliminary Assessment Report

Dresdner Robin will conduct a Preliminary Assessment (PA) for the above property to identify evidence of areas of concern or readily discernable evidence of discharges of hazardous substances at the subject property. The PA will be undertaken in accordance with the NJDEP's Technical Requirements for Site Remediation (TRSR) N.J.A.C. 7:26E-3.1.

371 Warren St
P.O. Box 38
Jersey City, NJ 07303
201.217.9200
201.217.9607 FAX

603 Mattison Ave
Suite 201
Asbury Park, NJ 07712
732.988.7020
732.988.7032 FAX

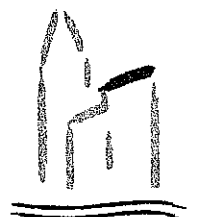
The following activities will be performed within this task:

- Review of area-specific New Jersey Department of Environmental Protection (NJDEP) and United States Environmental Protection Agency (USEPA) environmental databases;
- Review of historic documents, Sanborn Fire Insurance Maps, and aerial photo
- Review of available information from appropriate county and local govern (i.e., tax assessor, health department, etc.);
- Site reconnaissance to document site activities and identify potential contamination;
- Review of documents provided by client;
- Interviews with current owner(s), occupant(s), or persons knowledgeable available); and
- Visual inspections of adjoining properties.

4300 Haddonfield Rd
Suite 115
Pennsauken, NJ 08109
856.488.6200
856.488.4302 FAX

7 Doig Rd
Suite 1
Wayne, NJ 07470
973.696.2600
973.696.1362 FAX

DresdnerRobin.com



We have assumed that sufficient chain of title records and documentation of searches for environmental cleanup liens will be provided by you, therefore, we have not budgeted for the acquisition of these records. The chain of title record must extend to the first developed use, which is anticipated to be in the late 19th Century.

Following completion of the above, Dresdner Robin will prepare one (1) Draft PA Report presenting our findings for the Site. The report will discuss identified areas of concern such as underground storage tanks; the use, generation, storage and/or disposal of hazardous materials; and the deposition of fill with regard to the potential for contamination. We will seek to identify any uses of the Site, and properties immediately adjoining the Site, that have the potential to generate or contain hazardous materials. The assessment will be based upon the site visit, literature/document review, and interviews. The assessment will include a summary of environmental concerns and potential environmental concerns, and if necessary, make recommendations for further investigations. If significant areas of environmental concern are encountered at any point during our assessment of the property, Dresdner Robin will notify you immediately.

Please note that the Preliminary Assessment will not include: i) the sampling of soil, surface water, groundwater, potable water, air, building materials or other media (i.e., asbestos, radon and lead-based paint); ii) a wetlands evaluation; iii) tank integrity testing; or iv) an evaluation of naturally occurring materials which may be hazardous, such as radon or methane gas.

Task 2 – Phase I ASTM ESA

Dresdner Robin will also include a discussion of Recognized Environmental Conditions (RECs) as defined by ASTM. Therefore the final document will be a hybrid report with an objective of satisfying due diligence requirements as defined by both NJDEP and ASTM.

INFORMATION REQUIRED FROM CLIENT

In order for us to efficiently proceed with the preparation of the PA, we require the following:

- Arranged access to properties for site reconnaissance
- Property contact and telephone number
- Historic chain of title reports
- Documentation of a search for environmental cleanup liens
- Any record or evidence of historical site use
- Any record or knowledge of hazardous materials use on the property
- Any record or knowledge of the use of Underground Storage Tanks (USTs)
- Any environmental related documents

SCHEDULE

Dresdner Robin will expedite the preparation of the report and will provide a Draft PA Report within approximately sixty (60) days of receiving written authorization to proceed assuming that all written documentation requested will be provided and unrestricted access to the subject property will be granted in a timely manner. Site investigations (i.e. soil borings and samples) will be conducted within approximately two (2) weeks after completion of the PA and a discussion of its findings with you. Please note that agency response times for Freedom of Information requests are often not timely and beyond the control of Dresdner Robin. Any documents received by Dresdner Robin subsequent to submittal of the report will be reviewed and forwarded for your inclusion.

COST

Dresdner Robin will conduct the scope of work detailed above for a lump sum cost of **\$2,750**. Please be aware that the cost for obtaining a historic chain of title is not included in this estimate. To engage our services, Dresdner Robin requires signature is space provided below, initials on each page of the standard terms and conditions and fee schedule (attached) and a retainer of \$0.

Should there be any reason to expand the scope of work; Dresdner Robin will seek your approval before commencing any such additional work. Additional work and any additional NJDEP liaison required will be billed monthly at a time and materials basis in accordance with our Standard Fee Schedule following approval to proceed. Payment terms are 30 days from the date of the invoice.

Thank you once again for this opportunity to provide you with this proposal for environmental consulting services. We look forward to working with you on this project. If you have any questions or need additional information regarding the information presented herein, please do not hesitate to call me at (201) 217-9200, ext. 224.

Sincerely,
Dresdner Robin

Douglas Neumann
Douglas Neumann
Director

On behalf of the JCRA, I hereby authorize Dresdner Robin to proceed in accordance with the above proposal and the attached Standard Terms and Conditions and Fee Schedule.

Signature:

Name of Authorized Person (printed):

Date:

STANDARD TERMS AND CONDITIONS

The standard terms and conditions applicable to any Agreement with Dresdner Robin Environmental Management, Inc. ("Dresdner Robin") are as follows:

1. **STANDARD OF CARE.** Services performed by Dresdner Robin under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions and in accordance with all applicable governmental laws, rules and regulations. Dresdner Robin does not make and by the Agreement hereby makes no other representation, warranty, or guarantee of any kind, expressed or implied, in the Agreement, or in any report, opinion, document or other communication, whether in oral, written or electronic form, delivered or supplied in connection with the Agreement.
2. **TERMINATION AND SUSPENSION.** Either party may terminate the Agreement for any reason by giving fourteen (14) days written notice of intent to do so. Notwithstanding any termination of the Agreement, Client shall pay Dresdner Robin for all services rendered as of the effective date of termination. Dresdner Robin reserves the right to suspend services immediately after the account becomes Past Due (as defined below). Dresdner Robin will have no liability whatsoever to the Client for any costs or damages resulting from such suspension.
3. **RETAINER.** If a retainer is required by the Agreement, Client shall submit the retainer payment at the execution of the Agreement. Dresdner Robin will credit the retainer payment against the final invoice. Notwithstanding the foregoing, should the Client's account become Past Due, Dresdner Robin reserves the right to apply the retainer against such Past Due amount and the Client shall be responsible for immediately replenishing the retainer. If the scope of work contemplated by this Agreement is modified or changed in any way, Dresdner Robin reserves the right to request an additional retainer to be paid upon acceptance of such modification.
4. **INVOICES, INTEREST, AND PAYMENT.** Except where noted, Dresdner Robin will perform the work on a time and materials expense basis in accordance with the Fee Schedule, which is subject to review and update. Lump Sum services will be billed on a percentage completion basis.
 - a. Invoices are to be paid in full within 30 days of the date of invoice. A Client's account is considered past due if any amount due remains unpaid 30 days after the invoice date ("Past Due").
 - b. 1.5% interest, calculated monthly, from the date of the original invoice, will be imposed on all bills that remain unpaid after 30 days.
 - c. Client has 30 days from the date of invoice in which to dispute any invoiced amount. Disputes must be in writing. If Client does not dispute any invoice within 30 days of its date, it is immediately due in full.
 - d. All payments are to be delivered to Controller, Dresdner Robin, 371 Warren St P.O. Box 38 Jersey City, NJ 07303-0038.

It is understood that payment will be made directly by Client to Dresdner Robin and that payment will not be dependent upon Client receiving payment from a third party.

5. **EQUIPMENT, SUPPLIES, AND OTHER CHARGES:**
 - a. Time for field and out-of-office meeting activities is charged portal-to-portal.
 - b. Subcontractor services and the costs associated with the rental of specialized equipment will be billed at cost plus 10%.
 - c. Client is obligated to pay Dresdner Robin for reimbursable expenses, including application fees, printing and reproduction, delivery expenses, specialized equipment or materials,

laboratory charges, etc. In addition, any significant third party expense incurred may be directly billed to the Client for direct payment to said third party.

- d. Charges for company-owned equipment and expendable supplies will be billed according to Dresdner Robin's schedule of charges.
- e. All direct charges (i.e. rental vehicles, meals, air/rail travel and lodging, etc. and outside delivery and reproduction costs) will be billed at cost plus 5%. The use of personal vehicles for travel outside of NY and NJ will be charged at the then current (business use) IRS mileage recommendation.
- f. Printing/ Reproduction, in-house large format copies will be invoiced at \$0.65 per square foot.
- g. Communications, internal reproduction and local use of personal vehicles will be covered by a charge of 1.5% of direct labor costs.

6. **CONFIDENTIALITY.** Dresdner Robin shall not intentionally divulge technical information related to services to be performed in connection with the Agreement without the prior written consent of Client, except (i) to employees, agents, subcontractors, and representatives who have a need to know such technical information for the performance of their duties as employees, agents, subcontractors or representatives; (ii) to the extent disclosure to a government entity or third party is requested by Client as part of Dresdner Robin's scope of services; (iii) to the extent that such technical information is previously known to Dresdner Robin or that becomes known through legal means, is public knowledge, or subsequently becomes public knowledge through no fault of Dresdner Robin and without breach of the Agreement; (iv) with respect to any disclosures that are compelled by any requirement of law or pursuant to any legal proceeding; provided that Dresdner Robin shall notify Client and use its commercially reasonable efforts determined by the circumstances to cooperate with Client, at Client's expense, to obtain a protective order or other similar determination with respect to the disclosure of such technical information; (v) to the extent necessary to comply with laws, regulations, ordinances, court orders, governmental directives, legal obligations and professional standards of conduct regarding the reporting of findings to appropriate public agencies; and (vi) to protect Dresdner Robin against claims or liabilities arising from the performance of the work under the Agreement.

7. **INDEMNIFICATION.** Dresdner Robin agrees to hold harmless, indemnify and defend Client from and against any liability to the extent resulting from Dresdner Robin's negligent acts, errors or omissions in the performance of the services provided pursuant to the Agreement. This indemnification does not extend to any services performed by other consultants, whether or not such other consultants were hired by Dresdner Robin as sub-consultants to this Agreement, and Client agrees to hold Dresdner Robin harmless from any claims relating to the performance or non-performance of any services provided by such other consultants or sub-consultants. Notwithstanding the foregoing, it is specifically understood and agreed that such indemnification shall be limited to the actual damages incurred. In no event shall Dresdner Robin be liable for any special, incidental, punitive, consequential damages, lost profits, commercial losses, or any other indirect damages. Dresdner Robin will not be liable for and will not indemnify the Client for the Client's own negligence.

8. **INSURANCE REQUIREMENTS.** Dresdner Robin will procure and maintain (1) statutory worker's compensation insurance coverage; (2) general liability insurance coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate; (3) Automobile Liability Coverage in the amount of \$1,000,000 Combined Single Limit; and (4) professional liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, on a claims made basis. These insurances shall be with an acceptable insurance company authorized to do business in the State of New Jersey or State in which service is to be performed. All liability insurance policies written on a claims-made basis shall be maintained for a minimum of three (3) years following completion of all services under

the Agreement as long as it is reasonably available under standard policies at rates comparable to those currently in effect.

9. **COMPLIANCE WITH LAWS.** Dresdner Robin and Client agree to comply with all applicable Local, State, and Federal laws and regulations pertaining to work under the Agreement.
10. **OWNERSHIP AND RETENTION OF MATERIALS AND DOCUMENTS.** All reports, field notes, laboratory test data, calculations, estimates, plans, and other similar documents ("Documents") are instruments of service, not products and have been prepared solely for this project, in consideration of time-specific circumstances and regulatory requirements. Ownership is retained by Dresdner Robin. In the event Client requires ownership of the Documents, Client shall indemnify Dresdner Robin against any claims arising from its use beyond the purpose for which it was prepared.
11. **USE AND REUSE OF MATERIALS AND DOCUMENTS.** Any Documents are provided for the sole and exclusive use of the Client for specific application to the project. Any third party use of or reliance upon such Documents is prohibited without the express, written authorization of Dresdner Robin. Client agrees to defend, indemnify and hold harmless Dresdner Robin, its sub-consultants, officers, shareholders, agents and employees from and against any and all claims, damage, liability, costs, judgment, suits or expense (including reasonable defense and attorney fees) arising from any reuse or modifications of Documents and from any use of electronically prepared Documents (due to the unsecured nature of electronic documents).
 - a. Client agrees that should any differences exist between printed drawings, specifications or other Documents delivered by Dresdner Robin in connection with the project and the electronic Documents, the information contained in the printed documents shall be presumed to be correct and take precedence over the electronic Documents.
 - b. If documents issued by Dresdner Robin do not expressly state "For Construction", the Client indemnifies Dresdner Robin for any and all claims associated from using the Documents for construction purposes.
12. **NOTICES.** Any notice required to be given under the Agreement is validly given, made or served if in writing and delivered personally; sent by registered or certified mail, return receipt required, postage prepaid, and addressed to the address listed in the Agreement and to: Christine Payne, Operations Manager, Dresdner Robin Environmental Management Inc., 371 Warren St P.O. Box 38 Jersey City, NJ 07303-0038; or by facsimile and/or email, with a hard copy of such transmission to be sent by mail.
13. **SUCCESSORS AND ASSIGNS.** The Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any other person or entity as a third-party beneficiary or otherwise under any theory of law.
14. **SEVERABILITY.** If any provisions of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and Dresdner Robin and the Client will in good faith attempt to replace any such invalid, illegal, or unenforceable provision or provisions with one that is valid, legal and enforceable and which comes as close as possible to expressing the intent of the original provision or provisions.

Dresdner Robin

2014 Fee Schedule

<u>PROFESSIONAL SERVICES</u>	<u>HOURLY RATE</u>
Principal	\$245.00
Director	\$205.00
Associate Director	\$185.00
Professional VII *	\$168.00
Professional VI *	\$150.00
Professional V *	\$132.00
Professional IV *	\$120.00
Professional III	\$110.00
Professional II *	\$ 98.00
Professional I *	\$ 80.00
Technician IV **	\$112.00
Technician III **	\$100.00
Technician II **	\$ 87.00
Technician I **	\$ 80.00
Technician**	\$ 57.00
Administrative Support	\$ 70.00
Survey Crew 2 - person	\$185.00
Survey Crew 3 – person	\$245.00
Licensed Site Remediation Professional (LSRP)	\$205.00
Court Testimony (4 Hour Minimum) Per Hour:	\$300.00
Public Hearing – Meeting/ Testimony Per Meeting	\$750.00

*Professional Designations apply to any discipline: Engineer, Environmental Scientist, Surveyor, Landscape Architect, Planner.

** Technician Designation may apply to any discipline. Functional titles also may include: Construction Resident, Construction Inspector, CAD Operator

Effective 1/01/2014

Client's Initials: _____

8

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF BELOVED COMMUNITY CHARTER SCHOOL AS REDEVELOPER FOR PROPERTY LOCATED AT BLOCK 15502 IN THE LAFAYETTE PARK REDEVELOPMENT AREA

WHEREAS, at its meeting of July 16, 2013, the Board of Commissioners of the Jersey City Redevelopment Agency designated BelovED Community Charter School as Redeveloper for Block 15502, Lots 3 and 4 for the construction of an addition to their current facility at 508 Grand Street; and

WHEREAS, said designation was subsequently extended on February 18, 2014; and

WHEREAS, Redeveloper is working with the Jersey City Housing Authority to acquire a portion of Lot 2 in Block 15502 to complete their site; and

WHEREAS, the Jersey City Housing Authority is in the process of subdividing the lot in order to transfer the portion needed by BeLoved for the construction of their facility; and

WHEREAS, BelovED's designation is about to expire and staff deems it appropriate to extend the designation for a period of 120 days to expire on November 30, 2014 with an option to extend the designation for an additional 60 days at the sole discretion of the Agency's Executive Director and/or Assistant Executive Director.

NOW, THEREFORE, BE IT RESOLVED, that the above recitations are incorporated herein as if set forth at length and the designation for BelovED Community Charter Schools is extended for a period of 120 days to expire on November 30, 2014 with an option to extend the designation for an additional 60 days at the sole discretion of the Agency's Executive Director and/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 deemed necessary to effectuate this Resolution including execution of the Redevelopment Agreement subject to review and approval of the 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 July 15, 2014.

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Diane Coleman				
Evelyn Farmer				
Erma Greene				
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 ENTERING INTO CONTRACT NUMBER 14-07-FO11 WITH A-1 FENCE, INC. FOR FENCE INSTALLATION IN THE MARTIN LUTHER KING DRIVE 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 engages in various redevelopment activities from time to time; and

WHEREAS, the Agency at its April 15th 2014 Board of Commissioners of the Jersey City Redevelopment Agency meeting authorized a Resolution to negotiate a purchase agreement of a privately owned site located at 314 Martin Luther King Drive (Block 22604, Lot 24; and

WHEREAS, said steel tube fence is necessary to secure the property from unauthorized access and dumping; and

WHEREAS, in furtherance of the above referenced redevelopment project, the Agency has deemed it necessary to seek proposals for fence installations from contractors; and

WHEREAS, the Agency solicited a proposal from Academy Fence Inc. for fence installation who has not responded; and

WHEREAS, the Agency solicited a proposal from Empire Fence Inc. for fence installation who has not responded; and

WHEREAS, A-1 Fence Inc. submitted a proposal dated 6/30/2014 in the amount of \$4,900.00 for tubular steel fence installation; and

WHEREAS, the contract term will not to exceed one (1) year in an amount not exceed the sum of \$4,900.00; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that the Chairman, Vice-Chairman and/or Secretary are hereby authorized to execute Contract No. 14-07-FO11 with A-1 Fence Inc. in the amount of \$4,900.00

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 July 15, 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				
Erma D. Greene				
Rolando R. Lavarro, Jr.				
Timothy N. Mansour				
John D. Petkanas				
Russell Verducci				

A-1 Fence Inc.

166 7th Street

Elizabeth, NJ 07201

Tel. 908.527.1066 Fax. 908.289.6307

E-mail: alfence@optimum.net

PROPOSAL

Date	Proposal #
6/30/2014	1701

Name / Address
JERSEY CITY REDEVELOPMENT 300 MONTGOMERY AVE JERSEY CITY, NJ 347-251-1251 fax 201-547-4876

		Project
Item	Description	Amount
Installation	<i>We propose to furnish labor materials & equipment to install.</i> <i>50 ft x 6 ft high galvanized chainlink fence tension wire on bottom</i> <i>with double swing gate @ 20 ft opening x 6 ft high hardware included</i> <i>remove and dispose of existing fence</i> ALL POST WILL BE SET IN CONCRETE FOOTING <i>NOTE: for chainlink with privacy slats price will be 2,700.00</i> <i>in tubular steel fence @ 6 ft high with double swing gates price will be 4,900.00</i>	2,000.00
<i>Estimates valid for 30 days. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry, fire tornado and other necessary insurance.</i>		Subtotal \$2,000.00
		Sales Tax (0.0%) \$0.00
		Total \$2,000.00

A-1 Fence Authorized Signature: _____

Customer Signature: _____

Date: _____

Date: _____

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING CHANGE ORDER NO. 4 TO CONTRACT NUMBER 14-02-BD1 WITH TOMCO CONSTRUCTION, INC. FOR SERVICES IN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, in order to carry out the Phase III - Site Improvements for the Berry Lane Park Project, the Jersey City Redevelopment Agency entered into Contract Number 14-02-BD1 on March 18, 2014 for \$278,656.00, as amended on April 15, 2014 for \$3,335.67 and May 20, 2014 for \$37,664.14 with TOMCO Construction, Inc. ("TOMCO"); and

WHEREAS, during the course of the work, unforeseen items were deemed necessary to be performed to complete the project; and

WHEREAS, TOMCO has submitted a request for a change order resulting in an increase for the additional work; and

WHEREAS, Agency staff and representatives from the Agency's Engineer, Dresdner Robin Environmental Management, LLC. have reviewed said request and have deemed it fair and reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that Change Order #4 in the amount of \$5,843.53 to contract No.14-02-BD1 with TOMCO Construction, Inc. is hereby authorized, resulting in a new contract amount of \$325,499.34.

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 true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of July 15, 2014.

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



TOMCO CONSTRUCTION, INC
SITE DEVELOPERS

PROPOSED CHANGE ORDER

OWNER: JERSEY CITY REDEVELOPMENT AGENCY
66 YORK STREET - 2ND FLOOR
JERSEY CITY, NEW JERSEY 07302-3821

CONTRACTOR: TOMCO C TOMCO CONSTRUCTION, INC.
212 ROUTE 15 SOUTH
WHARTON, NJ 07885

CONTACT: BEN DELISLE

PROJECT: BERRY LANE PARK, PHASE III

PROJECT NUMBER: 2014-776

DATE: July 1, 2014

PCO 004

TOMCO CONSTRUCTION PROPOSES THE FOLLOWING:

REVISED 7/8/14

ITEM NO.	DESCRIPTION	UNITS	UNIT COST	CONTRACT QTY				ADJ TOTAL COST
1	Turning Pole Relocation	LS	\$3,256.33	1				\$3,256.33
2	Additional cost for remove	LS	\$1,825.00	1				\$1,825.00
Sub total								\$5,081.33

APPROVAL OF THIS CHANGE ORDER WILL ADD 2 DAYS TO CONTRACT

SEE ATTACHED BACK UP

Subcontractor Cost \$5,081.33
Contractor 15% Mark-up \$762.20
Total Cost \$5,843.53

NOTES

- * Permits, bonds, fees, and procurements by others
- * Soil engineering provided by owner
- * Prices are based on work being performed in 2014.
- * Engineering and layout included.
- * Lead Engineer, if required, not included.
- * Rock blasting, excavation and removal excluded.

- * As built not included.
- * Tomco is not responsible for damages to utilities not marked out prior to construction.
- * Not responsible or liable for the handling or removal of contaminated or hazardous material.
- * Any item not specifically stated as being included by Tomco is excluded.
- * Prices based on the assumption that 1 mobilization is required.

SIGNING BELOW SHALL CONSTITUTE ACCEPTANCE OF THIS PROPOSED CHANGE ORDER. ALL TERMS AND
CONDITIONS OF THE ORIGINAL CONTRACT SHALL APPLY UNLESS SPECIFICALLY NOTED HEREIN.

TOMCO CONSTRUCTION, INC

JERSEY CITY REDEVELOPMENT AGENCY

Charles D'Alessandro

BY (PRINT)

7/1/2014

DATE

BY (PRINT)

DATE

TOMCO INC

rev 05-11-90

F:2014-776 BERRY LANE PARK BACK UP FOR PCO #4, REV. 7-8-14									
03:29 PM 08-Jul-14									
t Edit:									
Item No	Description	Crew Days	Unit	Quantity	Sub Unit	Mat Unit\$	Labor Unit\$	Equip Unit\$	Estimate #
									1
									ROUNDING TOTAL
									Column
									Units
									Total
									Total
1	TURNING POLE RELOCATION		LS	1	\$0.00	\$468.00	\$1,253.00	\$750.00	\$2,471.00
2	T & D OF NON HAZ. CONTAMINATED SOILS		LS	1	\$240.00	\$0.00	\$156.63	\$93.75	\$490.38
3	RESTORATION		LS	1	\$0.00	\$75.00	\$125.00	\$50.00	\$250.00
4	PERFORMANCE & PAYMENT BOND		LS	1	\$44.95	\$0.00	\$0.00	\$0.00	\$44.95
5	ADDITIONAL COST FOR REMOVE		LS	1	\$0.00	\$0.00	\$1,825.00	\$0.00	\$1,825.00
6			LS	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
									\$2,471.00
									\$490.38
									\$250.00
									\$44.95
									\$1,825.00
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SUB TOTAL.....		\$5,081.33	\$5,081.33
General Conditions.....		\$0.00	\$0.00
TOTAL COST.....		\$5,081.33	
O & P =	0% ON SUBS/MAT	\$0.00	
TOTAL BID.....		\$5,081.33	
SUBS=		\$284.95	6%
MAT=		\$543.00	11%
LABOR=		\$3,359.63	66%
EQUIP=		\$893.75	18%
TOTAL BID.....		\$5,081.33	100%

GENERAL CONDITIONS

Item #	Description	Unit	Quantity	Unit Price	Total
1	Superintendent	wk		\$2,200.00	
2	Field Office	ls		\$1,000.00	\$0.00
3	Setup	mo	0	\$500.00	\$0.00
	Monthly Cost	ls	0	\$6,097.59	\$0.00
4	Bond	ls	0.00%		\$0.00
5	Special Insurance	ls	0.00%		\$0.00
6	Special Permits	ls	0.00%		\$0.00
7	NJ Sales Tax	ls	0.00%		\$0.00
8	Liquidated Damages	days		\$543.00	\$0.00
9	Pre-blast Survey	ls			\$0.00
10	Test Pits	ea		\$150.00	\$0.00
11	Travel & Living	wk			\$0.00
12	Moving Equipment	moves		\$300.00	\$0.00
13	Project Sign	ea		\$1,000.00	\$0.00
14	Sanitary Facilities	ea		\$150.00	\$0.00
15	Sweeping	days		\$250.00	\$0.00
16	Survey	ls	0.00%	\$6,097.59	\$0.00
17	Access Roads	ls			\$0.00
18	Temporary Pavement	lf			\$0.00
19	Dewatering	ls			\$0.00
20	M & P of Traffic	md			\$0.00
21	Directors	ea		\$300.00	\$0.00
22	Signage/Cones	lf		\$100.00	\$0.00
23	PVC Sleeves	ls		\$9.00	\$0.00
24	Preconst & Job Photos	ls			\$0.00
25	Mowing	ac		\$250.00	\$0.00
26	Watering	mg		\$250.00	\$0.00
27	Testing	lf		\$1.50	\$0.00
28	Concrete Encasement	cy		\$200.00	\$0.00
29	As Built Drawings	ls		\$1,000.00	\$0.00
30					
TOTAL.....					\$0.00

C.D.	LS	1	SUBS	MAVERIALS	LABOR	EQUIPMENT	UNIT \$	TOTAL
		1						
		2						
		6	\$0.00		\$0.00	\$0.00	\$52.00	\$312.00
		2	\$0.00	\$28.00	\$0.00	\$0.00	\$28.00	\$56.00
		40	\$0.00	\$2.50	\$0.00	\$0.00	\$2.50	\$100.00
		1	\$0.00	\$0.00	\$1,253.00	\$750.00	\$2,003.00	\$2,003.00
		5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		7	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0.0			\$0.00					\$2,471.00

SUBS	\$0.00
MAT	\$468.00
LABOR	\$1,253.00
EQUIP	\$750.00
	<hr/>
	\$2,471.00

[illegible]

SUES	\$240.00
MAT	\$0.00
LABOR	\$156.63
EQUIP	\$93.75
	<hr/>
	\$490.38

[illegible]

4 PERFORMANCE & PAYMENT BOND

C.D.	LS	1	SUBS	MATERIALS	LABOR	EQUIPMENT	TOTAL UNIT \$	TOTAL
	LS	1	\$44.95	\$0.00	\$0.00	\$0.00	\$44.95	\$44.95
1 SUB			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0.0								\$44.95

SUBS
MAT
LABOR
EQUIP

5 ADDITIONAL COST FOR REMOVE

C.D.	LS	1	SUBS	MATERIALS	LABOR	EQUIPMENT	TOTAL UNIT \$	TOTAL
	LS	1	\$0.00	\$0.00	\$1,825.00	\$0.00	\$1,825.00	\$1,825.00
1 LABOR			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0.0								\$1,825.00

SUBS
MAT
LABOR
EQUIP

6

C.D.	LS	1	SUBS	MATERIALS	LABOR	EQUIPMENT	TOTAL UNIT \$	TOTAL
	RC		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0.0								\$0.00

SUBS
MAT
LABOR
EQUIP

July 11, 2014

Mr. Ben Delisle
Jersey City Redevelopment Agency
66 York Street, 2nd floor
Jersey City, NJ 07302

Re: **Berry Lane Park Phase III, Contract # 14-02-BD1**
PCO # 4, July 2014

Dear Mr. Delisle,

Dresdner Robin has reviewed the PCO #4, submitted by Tomco Construction, 22 Howard Blvd Suite 204, Mt. Arlington, NJ 07856, for Berry Lane Park, Phase III. Based on our evaluation, Dresdner Robin recommends payment for the Turning Pole relocation, in an amount of \$3,256.33.

The additional cost for remobilization, in the amount of \$1,825.00 was due to a cancellation by PSE&G. As this situation was not within the control of JCRA, and was dependent on arrangements made between PSE&G and Tomco Construction, the cost is not strictly the responsibility of JCRA.

Sincerely,

Lauren K. Venin, LLA

DRESDNER ROBIN

Engineering
Environmental
Planning
Land Survey
Landscape
Architecture
Real Estate
Consulting

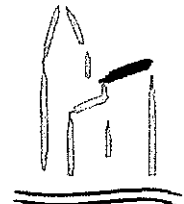
371 Warren St
P.O. Box 38
Jersey City, NJ 07303
201.217.9200
Fax: 201.217.9607

603 Mattison Ave
Suite 4800
Asbury Park, NJ 07712
732.988.7020
732.988.7032 FAX

4300 Haddonfield Rd
Suite 115
Pennsauken, NJ 08109
856.488.6200
856.488.4302 FAX

145 Rt. 46 West
Suite 210
Wayne, NJ 07470
973.696.2600
973.696.1362 FAX

DresdnerRobin.com



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A THIRD AMENDMENT TO A FAIR AND OPEN CONTRACT NUMBER 10-04-BD1 WITH DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT, INC. FOR ENVIRONMENTAL SERVICES IN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, at its meeting on April 20, 2010, as amended on December 12, 2010 and December 20, 2011, the Board of Commissioners authorized entering into Contract Number 10-04-BD1 with Dresdner Robin Environmental Management, Inc for professional environmental services in the Morris Canal Redevelopment Area; and

WHEREAS, the Agency requires additional professional environmental services within the Morris Canal Redevelopment Area; and

WHEREAS, Dresdner Robin Environmental Management, 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, Dresdner Robin Environmental Management, Inc has recommended another four rounds of quarterly groundwater sampling under the current contract amount; and

WHEREAS, the cost of the work will be paid for by the previous property owner by funds held in escrow by John J. Curley, LLC.; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that Contract Number 10-04-BD1 with Dresdner Robin Environmental Management is hereby amended and the contract amount remains unchanged and is extended for a period of one year, in accordance with N.J.S.A. 40A:20.4 et seq. pursuant to Fair and Open Contracts; and

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

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 July 15, 2014.

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT NUMBER 14-07-PAO-1 WITH MATRIX DESIGN GROUP, INC. FOR PROFESSIONAL SERVICES FOR THE 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 Agency requires the services of a professional consulting company from time to time; and

WHEREAS, the Agency desires to design a private fiber network and surveillance system at the future Berry Lane Park in the Morris Canal Redevelopment Area; and

WHEREAS, the Agency has a need to acquire professional services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq.; and,

WHEREAS, the Assistant Executive Director has determined and certified in writing that the value of the acquisition will exceed \$17,500; and

WHEREAS, the anticipated term of this contract is one (1) year and may be extended as approved by this governing body; and

WHEREAS, the Matrix Design Group provides these services to the City and maintains the City's OEM Homeland Security network; and

WHEREAS, Matrix Design Group Inc. has submitted a proposal to design a private fiber network and surveillance system, indicating they will provide services for a total cost not to exceed \$21,000.00 (see attached); and

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

WHEREAS, funds for the work will be paid for from capital funds provided to the Agency by the City; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency authorizes entering into contract no. 14-07-PAO-1 with Matrix Design Group Inc. as described herein.

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 carry out the purposes of 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 true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of July 15, 2014.

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



Project Management
Telecommunications
Civil Engineering
Permitting

June 20, 2014

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

RE: Jersey City Berry Park

Dear Mr. Delisle,

On behalf of Matrix Design Group, I wish to thank you for extending us the opportunity to submit this proposal to the Jersey City Redevelopment Agency for the design of the OSP JC Private Fiber Network and Surveillance of Berry Road Park.

The Surveillance system will be able to be transported from Berry Road Park to JC CCTV and JC OEM.

The following is the anticipated Scope of Work for the services associated with this project:

OSP Network Design:

- Perform OSP Strand Mapping
- Design Fiber Optic Cable route from existing JC Network
- Design Splicing Detail into existing Network
- Provide Camera Locations
- Provide Camera Pole Locations
- Provide Conduit routes in Park
- Provide Hand-Hole locations
- Provide Typical Camera Installation on Camera Poles &
- Coordinate with Electrical Engineer Power Requirements
- Provide As-Built Drawings

Please review this proposal for the JC Berry Park Surveillance Project, indicate your authorization to proceed by signing below and provide Matrix Design Group with a Purchase Order for the amount of **\$21,000.00** at your earliest convenience.
Please call me if you have any questions.

Sincerely
Ifye Uwaomah
Ifye Uwaomah
Project Engineer
973-219-8359

Terms of payment of this project are to be monthly billing as project progresses-DUE NET 30. A service charge of 1.5 % per month (18 % per year) will be charged on all balances unpaid 30 days after date of invoice. Payment will be made by addressee of this agreement and will not be dependent upon receiving payment from a third party not directly under an agreement with MATRIX DESIGN GROUP.

Accepted by: _____

Date: _____



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A SECOND AMENDMENT TO CONTRACT NUMBER 12-06-BD8 WITH DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT, INC. FOR ENVIRONMENTAL SERVICES IN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, at its meetings on June 19, 2012 and February 19, 2013, the Board of Commissioners authorized entering into Contract Number 12-06-BD8 with Dresdner Robin Environmental Management, Inc for professional environmental services in the Morris Canal Redevelopment Area; and

WHEREAS, the Agency requires additional professional environmental services during the remediation of the Berry Lane Park Project within Morris Canal Redevelopment Area; and

WHEREAS, Dresdner Robin Environmental Management, 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, Dresdner Robin Environmental Management, Inc has submitted proposals for the additional work dated July 11, 2014 for \$ 165,000.00 for a new contract amount not to exceed \$ 564,125.00 (attached); and

WHEREAS, funds for the work will be paid for by funds provided by the City for the Berry Lane Park project; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that Contract Number 12-06-BD8 with Dresdner Robin Environmental Management is hereby amended and increased by \$ 165,000.00 for a new contract amount not to exceed \$ 564,125.00 and is extended for a period of one year.

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

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 July 15, 2014.

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

July 11, 2014

Mr. Benjamin Delisle
Director of Development
Jersey City Redevelopment Agency
66 York Street, Second Floor
Jersey City, NJ 07302

**Re: Proposal for Environmental Services
Berry Lane Park
Jersey City, Hudson County, New Jersey
JCRA Contract No. 12-06-BD8
Proposal # 2014-07-16**

Dear Mr. Delisle:

Dresdner Robin is pleased to present the Jersey City Redevelopment Agency (JCRA) with this proposal for continued environmental services at the referenced subject property. The scope of work presented below includes out of scope work previously conducted as well as future anticipated services.

OUT OF SCOPE WORK PREVIOUSLY CONDUCTED

Presented below is a summary of out of scope services that were previously conducted under the above referenced contract:

- Installation, sampling and laboratory analysis of two (2) additional monitoring wells
- Abandonment monitoring well MW-12-1
- Remedial Compliance Oversight (additional duration above and beyond contract)
- Eleven (11) product recovery events at MW-12-2 (Woodward metals)
- Acquisition and installation of passive product skimmer into MW-12-2
- Collection of samples and laboratory analysis of purge water and soil cuttings
- Coordination, transportation and disposal of drums with purge water and soil cuttings
- Obtained cost estimates for temporary structures for storage of drums
- Seabox delivery coordination and oversight
- Collection of samples and laboratory analysis of soil piles generated from lighting contractor that was suspected to be impacted with chromium
- Project management and coordination

**DRESDNER
ROBIN**

Engineering
Environmental
Planning
Land Survey
Landscape
Architecture
Real Estate
Consulting

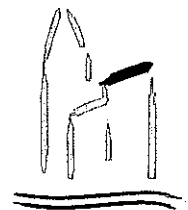
371 Warren St
P.O. Box 38
Jersey City, NJ 07303
201.217.9200
201.217.9607 FAX

603 Mattison Ave
Suite 201
Asbury Park, NJ 07712
732.988.7020
732.988.7032 FAX

4300 Haddonfield Rd
Suite 115
Pennsauken, NJ 08109
856.488.6200
856.488.4302 FAX

7 Doig Rd
Suite 1
Wayne, NJ 07470
973.696.2600
973.696.1362 FAX

DresdnerRobin.com



SCOPE OF WORK

Task 1 – Remedial Action Report (Soil)

A draft Remedial Action Report (RAR) has been prepared and has been submitted to the JCRA for review. This task allows for editing the report pursuant to JCRA comments and preparing and submitting the final report to the NJDEP including all required tables, exhibits, appendices and forms.

Task 2 - Site/Remedial Investigation Remedial Action Report (Underground Storage Tanks)

A draft Site/Remedial Investigation Remedial Action Report has been prepared for six (6) USTs encountered during remediation of the Morris Canal and will be submitted to JCRA for review. This task allows for editing the report pursuant to JCRA comments and preparing and submitting the final report to the NJDEP including all required tables, exhibits, appendices and forms.

Task 3 - Site/Remedial Investigation Remedial Action Report (Underground Storage Tanks at Purple Fish)

This task allows for updates consistent with current rules and regulations to an existing Site/Remedial Investigation Remedial Action Report prepared for USTs previously removed at the Purple Fish site. The report will be submitted to the JCRA for review. This task allows for editing the report pursuant to JCRA comments and preparing and submitting the final report to the NJDEP including all required tables, exhibits, appendices and forms.

Task 4 – Remedial Investigation Report/Remedial Action Report – Groundwater

This task allows for preparation of a Remedial Investigation Report/Remedial Action Report – Groundwater and will be based on the findings of the groundwater investigations performed subsequent to the remediation of the Morris Canal. This task includes all groundwater issues excluding chromium and UST related impacts associated with 75 Woodward property.

Task 5 – Deed Notice

A draft Deed Notice has been prepared and has been submitted to the JCRA for review. This task allows for editing the report pursuant to JCRA comments and submitting the final report to the NJDEP including all required tables, exhibits, appendices and forms.

Task 6 – Remedial Action Permit – Soil

A draft Remedial Action Permit (RAP) has been prepared and has been submitted to the JCRA for review. This task allows for editing the permit pursuant to JCRA comments and preparing

and submitting the final report to the NJDEP including all required tables, exhibits, appendices and forms.

Task 7 – Product Recovery

This task allows for twelve (12) additional product recovery events from monitoring well MW-12-2. All recovered product will be temporarily stored in a 55 gallon drum that is located in the Sea Box.

Task 8 – Groundwater Sampling and Analysis Finch Oil and Purple Fish

This task allows for quarterly sampling on up to six (6) monitoring wells for one (1) year. The samples will be submitted to a NJ Certified laboratory for the Volatile Organics (VO's), Semi Volatile Organics (SVO's) and Polynuclear Aromatic Hydrocarbons (PAHs) analysis.

Task 9 – LNAPL Delineation and Reporting

This task allows for the installation of up to eight temporary wells to facilitate the delineation of LNAPL that continues to be present in MW-12-2. Temporary wells will be both gauged for presence of LNAPL and abandoned within 48 hours of installation. Sampling and laboratory analysis is not proposed.

The task also allows for the required LNAPL reporting to the NJDEP which will include the initial notification as well as the findings of the recovery and delineation efforts.

Task 10 – Remedial Action Permit – Groundwater (if necessary)

This task allows for the preparation of a Remedial Action Permit (RAP) for groundwater in connection to a Classification Exception Area that may be required in response to discharges from USTs and remaining groundwater contamination. The RAP will include all required tables, exhibits, appendices and forms.

Task 11 – Classification Exception Area (Historic Fill)

This task allows for the preparation of a Classification Exception Area (CEA) for groundwater in connection to a Classification Exception Area that may be required in response remaining groundwater contamination. The CEA will include all required tables, exhibits, appendices and forms.

Task 12 – Classification Exception Area (non Historic Fill)

This task allows for the preparation of a Classification Exception Area (CEA) for groundwater in connection to a Classification Exception Area that may be required in response remaining groundwater contamination. The CEA will include all required tables, exhibits, appendices and forms.

Task 13 – Steel Technologies

This task allows for liaison with the JCRA in connection to the potential future acquisition of the steel tech property. This task includes meeting attendance, review and comment on the findings of investigations at the Steel Technologies site (performed by others) and the development of the final remediation scope and associated costs that will be performed by JCRA should they acquire the property.

Task 14 – LSRP Program Management

This task allows for one (1) year LSRP oversight including liaison with the NJDEP and client's legal counsel as required.

Task 15 –Liaison with NJDEP

Given the complexity of how Berry Lane Park is an amalgamation of many properties with each having its own NJDEP Preferred ID number we anticipate that a significant amount of time will be needed to coordinate with NJDEP upon submittal of final remediation documents to assure that the NJDEP NJEMs database accurately reflects the status of remediation for all properties.

Task 16 – Meetings/Conference Calls

This task allows for the attendance at six (6) meetings or conference calls to discuss the status of the environmental investigation/remediation

Task 17 - Project Management and Coordination

This task allows for time for ongoing project management during the course of the performance of the scope of work detailed in this proposal.

Task 18 – Berry Lane Loop Road

This task allows for the investigation of property proposed for acquisition by the JCRA for use as a road. The investigation will be completed in accordance with NJDEP Linear Construction Guidance Document and will consist of the following steps:

1. Update PA Report
2. Update SI Report
3. Retain LSRP
4. LSRP Review of File
5. Linear Construction Notification Form
6. Materials and Management Plan
7. Final Linear Construction Report
8. LSRP Program Management
9. Project Management and Coordination

LICENSED SITE REMEDIATION PROFESSIONAL PROGRAM (LSRP)

Subsequent to the execution of this contract, all environmental services work will be conducted under the oversight of a Licensed Site Remediation Professional (LSRP) following the relevant requirements of N.J.S.A. 58:10C – the Site Remediation and Reform Act (SRRA) and N.J.A.C. 7:26E – the Technical Requirements for Site Remediation (Tech Reg's). LSRP services will be conducted in accordance with Dresdner Robin's "Addendum to Standard Terms and Conditions for Licensed Site Remediation Professionals" (attached).

IMPORTANT CONSIDERATIONS AND NJDEP REPORTING OBLIGATIONS

Please be aware that if a discharge (as defined by SRRA) or an Immediate Environmental Concern (IEC) is identified at any time the "person responsible for performing the remediation" and the LSRP, both are obliged to notify the NJDEP in accordance with the Site Remediation Reform Act, N.J.S.A. 58-10C. (This is a mandatory reporting requirement. In the case of an IEC, it also requires an immediate action). Thus, the existing property owner should be made aware that these reporting obligations could trigger significant costs associated with investigations and remediation of the discharge or IEC under SRRA's "affirmative obligation to remediate").

COST

Dresdner Robins estimated cost to conduct the scope of work detailed in this proposal is **\$165,000.00** (\$58,200 of which is associated with previously conducted out of scope work). All work will be invoiced monthly on a time and materials basis in accordance with Dresdner Robin's "Standard Terms and Conditions" and "2014 Fee Schedule" (attached).

To initiate this project, Dresdner Robin requires acceptance of this letter and confirmation of our engagement by your signature in the places provided below, initials on the *Standard Terms and Conditions*, *Addendum to Standard Terms and Conditions for Licensed Site Remediation Professionals* and "2014 Fee Schedule", and a retainer of **\$0.00**. Please sign and return the original contract and initialed forms to Dresdner Robin, attention: Douglas Neumann.

Should there be any reason to expand the scope of work; Dresdner Robin will seek your approval before commencing any such additional work. Additional work will be billed monthly at a time and materials basis in accordance with our *2014 Fee Schedule*.

We look forward to working with you on this project and appreciate the opportunity to provide you with this proposal. If you have any questions regarding the information presented in this proposal, please do not hesitate to contact me at 201.217.9200 x224.

Sincerely,
Dresdner Robin

Douglas Neumann

Douglas Neumann
Director

On behalf of, The JCRA, I hereby authorize Dresdner Robin to proceed in accordance with the above referenced proposal 2014-07-16.

Signature:

Name of Authorized Person (printed):

Entity (if applicable):

Date:

STANDARD TERMS AND CONDITIONS

The standard terms and conditions applicable to any Agreement with Dresdner Robin Environmental Management, Inc. ("Dresdner Robin") are as follows:

1. **STANDARD OF CARE.** Services performed by Dresdner Robin under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions and in accordance with all applicable governmental laws, rules and regulations. Dresdner Robin does not make and by the Agreement hereby makes no other representation, warranty, or guarantee of any kind, expressed or implied, in the Agreement, or in any report, opinion, document or other communication, whether in oral, written or electronic form, delivered or supplied in connection with the Agreement.
2. **TERMINATION AND SUSPENSION.** Either party may terminate the Agreement for any reason by giving fourteen (14) days written notice of intent to do so. Notwithstanding any termination of the Agreement, Client shall pay Dresdner Robin for all services rendered as of the effective date of termination. Dresdner Robin reserves the right to suspend services immediately after the account becomes Past Due (as defined below). Dresdner Robin will have no liability whatsoever to the Client for any costs or damages resulting from such suspension.
3. **RETAINER.** If a retainer is required by the Agreement, Client shall submit the retainer payment at the execution of the Agreement. Dresdner Robin will credit the retainer payment against the final invoice. Notwithstanding the foregoing, should the Client's account become Past Due, Dresdner Robin reserves the right to apply the retainer against such Past Due amount and the Client shall be responsible for immediately replenishing the retainer. If the scope of work contemplated by this Agreement is modified or changed in any way, Dresdner Robin reserves the right to request an additional retainer to be paid upon acceptance of such modification.
4. **INVOICES, INTEREST, AND PAYMENT.** Except where noted, Dresdner Robin will perform the work on a time and materials expense basis in accordance with the Fee Schedule, which is subject to review and update. Lump Sum services will be billed on a percentage completion basis.
 - a. Invoices are to be paid in full within 30 days of the date of invoice. A Client's account is considered past due if any amount due remains unpaid 30 days after the invoice date ("Past Due").
 - b. 1.5% interest, calculated monthly, from the date of the original invoice, will be imposed on all bills that remain unpaid after 30 days.
 - c. Client has 30 days from the date of invoice in which to dispute any invoiced amount. Disputes must be in writing. If Client does not dispute any invoice within 30 days of its date, it is immediately due in full.
 - d. All payments are to be delivered to Controller, Dresdner Robin, 371 Warren St P.O. Box 38 Jersey City, NJ 07303-0038.

It is understood that payment will be made directly by Client to Dresdner Robin and that payment will not be dependent upon Client receiving payment from a third party.

5. **EQUIPMENT, SUPPLIES, AND OTHER CHARGES:**
 - a. Time for field and out-of-office meeting activities is charged portal-to-portal.
 - b. Subcontractor services and the costs associated with the rental of specialized equipment will be billed at cost plus 10%.
 - c. Client is obligated to pay Dresdner Robin for reimbursable expenses, including application fees, printing and reproduction, delivery expenses, specialized equipment or materials,

laboratory charges, etc. In addition, any significant third party expense incurred may be directly billed to the Client for direct payment to said third party.

- d. Charges for company-owned equipment and expendable supplies will be billed according to Dresdner Robin's schedule of charges.
- e. All direct charges (i.e. rental vehicles, meals, air/rail travel and lodging, etc. and outside delivery and reproduction costs) will be billed at cost plus 5%. The use of personal vehicles for travel outside of NY and NJ will be charged at the then current (business use) IRS mileage recommendation.
- f. Printing/ Reproduction, in-house large format copies will be invoiced at \$0.65 per square foot.
- g. Communications, internal reproduction and local use of personal vehicles will be covered by a charge of 1.5% of direct labor costs.

6. **CONFIDENTIALITY.** Dresdner Robin shall not intentionally divulge technical information related to services to be performed in connection with the Agreement without the prior written consent of Client, except (i) to employees, agents, subcontractors, and representatives who have a need to know such technical information for the performance of their duties as employees, agents, subcontractors or representatives; (ii) to the extent disclosure to a government entity or third party is requested by Client as part of Dresdner Robin's scope of services; (iii) to the extent that such technical information is previously known to Dresdner Robin or that becomes known through legal means, is public knowledge, or subsequently becomes public knowledge through no fault of Dresdner Robin and without breach of the Agreement; (iv) with respect to any disclosures that are compelled by any requirement of law or pursuant to any legal proceeding; provided that Dresdner Robin shall notify Client and use its commercially reasonable efforts determined by the circumstances to cooperate with Client, at Client's expense, to obtain a protective order or other similar determination with respect to the disclosure of such technical information; (v) to the extent necessary to comply with laws, regulations, ordinances, court orders, governmental directives, legal obligations and professional standards of conduct regarding the reporting of findings to appropriate public agencies; and (vi) to protect Dresdner Robin against claims or liabilities arising from the performance of the work under the Agreement.

7. **INDEMNIFICATION.** Dresdner Robin agrees to hold harmless, indemnify and defend Client from and against any liability to the extent resulting from Dresdner Robin's negligent acts, errors or omissions in the performance of the services provided pursuant to the Agreement. This indemnification does not extend to any services performed by other consultants, whether or not such other consultants were hired by Dresdner Robin as sub-consultants to this Agreement, and Client agrees to hold Dresdner Robin harmless from any claims relating to the performance or non-performance of any services provided by such other consultants or sub-consultants. Notwithstanding the foregoing, it is specifically understood and agreed that such indemnification shall be limited to the actual damages incurred. In no event shall Dresdner Robin be liable for any special, incidental, punitive, consequential damages, lost profits, commercial losses, or any other indirect damages. Dresdner Robin will not be liable for and will not indemnify the Client for the Client's own negligence.

8. **INSURANCE REQUIREMENTS.** Dresdner Robin will procure and maintain (1) statutory worker's compensation insurance coverage; (2) general liability insurance coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate; (3) Automobile Liability Coverage in the amount of \$1,000,000 Combined Single Limit; and (4) professional liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, on a claims made basis. These insurances shall be with an acceptable insurance company authorized to do business in the State of New Jersey or State in which service is to be performed. All liability insurance policies written on a claims-made basis shall be maintained for a minimum of three (3) years following completion of all services under

the Agreement as long as it is reasonably available under standard policies at rates comparable to those currently in effect.

9. **COMPLIANCE WITH LAWS.** Dresdner Robin and Client agree to comply with all applicable Local, State, and Federal laws and regulations pertaining to work under the Agreement.
10. **OWNERSHIP AND RETENTION OF MATERIALS AND DOCUMENTS.** All reports, field notes, laboratory test data, calculations, estimates, plans, and other similar documents ("Documents") are instruments of service, not products and have been prepared solely for this project, in consideration of time-specific circumstances and regulatory requirements. Ownership is retained by Dresdner Robin. In the event Client requires ownership of the Documents, Client shall indemnify Dresdner Robin against any claims arising from its use beyond the purpose for which it was prepared.
11. **USE AND REUSE OF MATERIALS AND DOCUMENTS.** Any Documents are provided for the sole and exclusive use of the Client for specific application to the project. Any third party use of or reliance upon such Documents is prohibited without the express, written authorization of Dresdner Robin. Client agrees to defend, indemnify and hold harmless Dresdner Robin, its sub-consultants, officers, shareholders, agents and employees from and against any and all claims, damage, liability, costs, judgment, suits or expense (including reasonable defense and attorney fees) arising from any reuse or modifications of Documents and from any use of electronically prepared Documents (due to the unsecured nature of electronic documents).
 - a. Client agrees that should any differences exist between printed drawings, specifications or other Documents delivered by Dresdner Robin in connection with the project and the electronic Documents, the information contained in the printed documents shall be presumed to be correct and take precedence over the electronic Documents.
 - b. If documents issued by Dresdner Robin do not expressly state "For Construction", the Client indemnifies Dresdner Robin for any and all claims associated from using the Documents for construction purposes.
12. **NOTICES.** Any notice required to be given under the Agreement is validly given, made or served if in writing and delivered personally; sent by registered or certified mail, return receipt required, postage prepaid, and addressed to the address listed in the Agreement and to: Christine Payne, Operations Manager, Dresdner Robin Environmental Management Inc., 371 Warren St P.O. Box 38 Jersey City, NJ 07303-0038; or by facsimile and/or email, with a hard copy of such transmission to be sent by mail.
13. **SUCCESSORS AND ASSIGNS.** The Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any other person or entity as a third-party beneficiary or otherwise under any theory of law.
14. **SEVERABILITY.** If any provisions of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and Dresdner Robin and the Client will in good faith attempt to replace any such invalid, illegal, or unenforceable provision or provisions with one that is valid, legal and enforceable and which comes as close as possible to expressing the intent of the original provision or provisions.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING EXTENDING THE MEMORANDUM OF AGREEMENT WITH THE CORDISH COMPANY AND JERSEY CITY POWERHOUSE ARTS DISTRICT, LLC FOR DEVELOPMENT OF THE POWERHOUSE LOCATED WITHIN THE POWERHOUSE ARTS DISTRICT REDEVELOPMENT AREA

WHEREAS, on July 14, 2004, the Municipal Council of the City of Jersey City determined the Powerhouse Arts District Study Area to be "An Area In Need of Redevelopment" pursuant to New Jersey Local Housing and Redevelopment Law P.L. 1992, c. 79; and

WHEREAS, in furtherance of the goals and objectives of the Powerhouse Arts District Redevelopment Plan the Agency entered into discussions with the Cordish Company and Jersey City Powerhouse Arts District, LLC (hereinafter "Redeveloper") to refurbish the existing Powerhouse located at Block 11609 Lots 1 and 2 (formerly known as Block 76, Lots 160 and 161); and

WHEREAS, the Redeveloper submitted a written proposal and made a formal presentation to the Jersey City Redevelopment Agency for a mixed use development consisting of a retail/entertainment destination; and

WHEREAS, on July 18, 2006 the Agency by way of Resolution designated the Cordish Company and the Jersey City Powerhouse Arts District, LLC as the redeveloper of the project; and

WHEREAS, said resolution authorized a Memorandum of Agreement (hereinafter "MOA") to be executed prior to the execution of a formal Redevelopment Agreement in

order to facilitate among other things access to the Property for pre-development activities;
and

WHEREAS, on September 27, 2006 a Memorandum of Agreement was executed by
and between the Jersey City Redevelopment Agency and the Redeveloper; and

WHEREAS, said MOA has been extended from time to time; and

WHEREAS, the extended MOA period needs to be further extended as activity on
the Project continues to move forward; and

WHEREAS, the Agency is working \diligently to assemble the parcel of land needed
for the relocation of the Port Authority's (PATH) operational equipment currently housed
at the Powerhouse; and

WHEREAS, Agency staff and the Redeveloper have entered into more definitive
negotiations so that a formal Redevelopment Agreement can be executed; and

WHEREAS, Redeveloper is current with all of its financial obligations under the
MOA dated September 27, 2006; and

WHEREAS, extension of the MOA will grant the Redeveloper continued access to
the site together with a measure of protection and exclusivity during the negotiation period.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the
Jersey City Redevelopment Agency that: 1) the above recitals are incorporated herein as if
set forth at length; 2) the Memorandum of Agreement between the Jersey City
Redevelopment Agency, the Cordish Company and Jersey City Powerhouse Arts District
LLC is hereby extended thru January 30, 2015 with the option to extend said Agreement for
an additional 60 days to expire on at the sole discretion of the Agency's 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 the purposes of this Resolution subject to the review and approval of the Agency's General Counsel.

Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of July 15, 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				
Erma Greene				
Rolando R. Lavarro, Jr.				
Timothy N. Mansour				
John D. Petkanas				
Russell Verducci				

**RESOLUTION OF THE BOARD OF
COMMISSIONERS OF THE JERSEY CITY
REDEVELOPMENT AGENCY QUALIFYING
HODULIK & MORRISON, PA FOR
ACCOUNTING/FINANCIAL SERVICES FOR THE
TERM AUGUST 1, 2014 THROUGH JULY 31, 2014**

WHEREAS, in compliance with N.J.S.A. 40A:20.4 (Pay to Play Law), the Jersey City Redevelopment Agency issued an RFQ (Request for Qualifications) on June 18, 2014; and

WHEREAS, the Agency received a response to the RFQ from a highly qualified firm: Hodulik & Morrison, PA; and

WHEREAS, Hodulik & Morrison PA has the qualifications and experience in governmental accounting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that Hodulik & Morrison PA be considered qualified to enter into Professional Services Agreements with the Jersey City Redevelopment Agency for accounting/financial services for the Agency.

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

Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at it meeting of July 15, 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				
Erma D. Greene				
Rolando R. Lavarro, Jr.				
Timothy N. Mansour				
John D. Petkanas				
Russell J. Verducci				

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
AUTHORIZING PROFESSIONAL SERVICES AGREEMENT
NO. 14-07-BA2 WITH HODULIK & MORRISON, PA FOR
ACCOUNTING/FINANCIAL SERVICES**

WHEREAS, the Jersey City Redevelopment Agency is in need of an independent accountant for the preparation of paperwork to be submitted to the auditing firm of Lerch, Vinci & Higgins on a quarterly basis and other financial consulting services; and

WHEREAS, Hodulik & Morrison, PA (hereinafter referred to as "H & M") has responded to an RFQ dated June 18, 2014; and

WHEREAS, the H & M has the qualifications and experience in governmental accounting; and

WHEREAS, the anticipated term of this contract is one (1) year commencing August 1, 2014 through July 31, 2015; and

WHEREAS, H & M has been qualified to enter into a Professional Services Agreement with the Jersey City Redevelopment Agency for these services; and

WHEREAS, the cost for these services will be in an amount not to exceed sum of \$30,000; and

WHEREAS, the fees proposed for the professional services are contained in the attached Engagement Letter of H & M, Certified Public Accountants; and

WHEREAS, funds are available from Jersey City Redevelopment Agency resources pursuant to the provisions of N.J.A.C. 5:30-5.4; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that Contract No. 14-07-BA2) for internal accounting and financial services be awarded to Hodulik & Morrison, PA in an amount not to exceed \$30,000, exclusive of any additional hourly charges, which may be authorized by the Executive Director but which should not exceed \$1,500 without the prior approval of the Board of Commissioners.

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

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 the Resolution adopted by the Board of Commissioners at it meeting of July 15, 2014.

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE ACCOUNTS/INVOICES PAYABLE LIST
AS OF JULY 15, 2014**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of July 15, 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 July 15, 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 July 15, 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				
Erma D. Greene				
Rolando R. Lavarro, Jr.				
Timothy N. Mansour				
John D. Petkanas				
Russell Verducci				

Run date: 07/15/2014 @ 10:43
Bus date: 07/15/2014

JCRA
Invoice Distribution Report

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Setup by: Janet

-----| Selection Page |-----
Reference.....: B - 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

Run date: 07/15/2014 @ 10:43
 Bus date: 07/15/2014

JCRA
 Invoice Distribution Report

OTDIST.L01 Page 1

Vendor number	Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A10 215.11	-	Deferred Compensation			
	615	METLIFE			
		18322 DEFERRED SALARY PER ATTACHED	615 METLIFE		
			1	Inv	710.00
		18323 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 490.10	-	Miscellaneous Revenue			
	949	MLK DRIVE URBAN RENEWAL			
		18319 RENT @ HUB FOR WIC, COMMERCE	949 MLK DRIVE URBAN RENEWAL		
			1	Inv	7,698.08
	949	MLK DRIVE URBAN RENEWAL			
				*** Vendor total ***	7,698.08
A10 490.10	-	Miscellaneous Revenue			
				*** Account total ***	7,698.08
A10 490.11	-	Bank Transfers			
	59	JCRA PAYROLL ACCOUNT			
		18320 PAYROLL FOR THE MONTH OF AUGUS	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 520.01	-	Health Benefits			
	600	ROBERT P. ANTONICELLO			
		18335 REIMBURS. OF HEALTH & PRESCRIP	600 ROBERT P. ANTONICELLO		
			1	Inv	1,886.40
	600	ROBERT P. ANTONICELLO			
				*** Vendor total ***	1,886.40
A10 520.01	-	Health Benefits			
				*** Account total ***	1,886.40
A10 520.02	-	Prescription			
	600	ROBERT P. ANTONICELLO			
		18335 REIMBURS. OF HEALTH & PRESCRIP	600 ROBERT P. ANTONICELLO		
			2	Inv	490.95
	600	ROBERT P. ANTONICELLO			
				*** Vendor total ***	490.95
A10 520.02	-	Prescription			
				*** Account total ***	490.95
A10 520.04	-	Dental			
	603	JANET HANNA			
		18338 REIMBURSE. FOR DENTAL EXPENSES	603 JANET HANNA		
			1	Inv	360.00
	603	JANET HANNA			
				*** Vendor total ***	360.00
A10 520.04	-	Dental			
				*** Account total ***	360.00
A10 610.01	-	Project - Legal			
	932	NOWELL AMOROSO KLEIN BIERMAN,			
		18347 LEGAL SERVICES - 18 VIRGINIA A	932 NOWELL AMOROSO KLEIN BIERMAN,		

Vendor number	Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A10 610.01 - Project - Legal					
		1		Inv	2,693.49
18369	LEGAL SERVICES - 360-398 MLK D	932	NOWELL AMOROSO KLEIN BIERMAN,		
		1		Inv	3,100.00
18370	LEGAL SERVICES - 826 OCEAN AVE	932	NOWELL AMOROSO KLEIN BIERMAN,		
		1		Inv	750.00
18371	LEGAL SERVICES - JACKSON GREE	932	NOWELL AMOROSO KLEIN BIERMAN,		
		1		Inv	300.00
18372	LEGAL SERVICES - BRIGHT & VARI	932	NOWELL AMOROSO KLEIN BIERMAN,		
		1		Inv	725.00
18373	LEGAL SERVICES - 449 OCEAN AVE	932	NOWELL AMOROSO KLEIN BIERMAN,		
		1		Inv	3,149.40
18374	LEGAL SERVICES - 18 VIRGINIA A	932	NOWELL AMOROSO KLEIN BIERMAN,		
		1		Inv	34.00
18376	LEGAL SERVICES - BETZ-CERC	932	NOWELL AMOROSO KLEIN BIERMAN,		
		1		Inv	578.00
18377	LEGAL SERVICES - MGM -187189 B	932	NOWELL AMOROSO KLEIN BIERMAN,		
		1		Inv	816.00
18378	LEGAL SERVICES - MORRIS CANAL	932	NOWELL AMOROSO KLEIN BIERMAN,		
		1		Inv	700.00
18380	LEGAL SERVICES - BAYFRONT	932	NOWELL AMOROSO KLEIN BIERMAN,		
		1		Inv	850.00
18382	BLOCK 15801 - SKINNER MAMORIAL	932	NOWELL AMOROSO KLEIN BIERMAN,		
		1		Inv	250.00
18383	LEGAL SERVICES - CLAREMONT RED	932	NOWELL AMOROSO KLEIN BIERMAN,		
		1		Inv	100.00
18387	LEGAL SERVICES - CANAL CROSSIN	932	NOWELL AMOROSO KLEIN BIERMAN,		
		1		Inv	725.00
18390	LEGAL SERVICES - GENERAL FILE	932	NOWELL AMOROSO KLEIN BIERMAN,		
		1		Inv	5,491.00
18391	LEGAL SERVICES - JOURNAL SQUAR	932	NOWELL AMOROSO KLEIN BIERMAN,		
		1		Inv	350.00
18392	LEGAL SERVICES - MEPT JOURNAL	932	NOWELL AMOROSO KLEIN BIERMAN,		
		1		Inv	5,375.00
18393	LEGAL SERVICES - 416 B COMMUNI	932	NOWELL AMOROSO KLEIN BIERMAN,		
		1		Inv	3,300.25
18394	LEGAL SERVICES - JOURNAL SQUAR	932	NOWELL AMOROSO KLEIN BIERMAN,		
		1		Inv	6,575.00
18395	LEGAL SERVICES - 15 LINDEN AVE	932	NOWELL AMOROSO KLEIN BIERMAN,		
		1		Inv	34.00
18396	LEGAL SERVICES - JOURNAL SQUAR	932	NOWELL AMOROSO KLEIN BIERMAN,		
		1		Inv	375.00
18397	LEGAL SERVICES - LMD#13 URBAN	932	NOWELL AMOROSO KLEIN BIERMAN,		
		1		Inv	68.00
18398	LEGAL SERVICES - LOWES THEATRE	932	NOWELL AMOROSO KLEIN BIERMAN,		
		1		Inv	697.00
18399	LEGAL SERVICES - CANAL CROSSIN	932	NOWELL AMOROSO KLEIN BIERMAN,		
		1		Inv	2,275.00
18400	LEGAL SERVICES - CANAL CROSSIN	932	NOWELL AMOROSO KLEIN BIERMAN,		
		1		Inv	2,150.00
18401	LEGAL SERVICES - PPG - CARTERE	932	NOWELL AMOROSO KLEIN BIERMAN,		
		1		Inv	3,450.00
932	NOWELL AMOROSO KLEIN BIERMAN,		*** Vendor total ***		44,911.14

Vendor number	Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A10 610.01 - Project - Legal			*** Account total ***		44,911.14
A10 610.03 - Project - Financial/Accounting					
	56	LERCH, VINCI & HIGGINS, LLP	56 LERCH, VINCI & HIGGINS, LLP		
		18312 AUDIT SERVICE OF - BETZ-CERC	1	Inv	3,500.00
	56	LERCH, VINCI & HIGGINS, LLP	*** Vendor total ***		3,500.00
A10 610.03 - Project - Financial/Accounting			*** Account total ***		3,500.00
A10 610.06 - Project - Architects					
	932	NOWELL AMOROSO KLEIN BIERMAN,	932 NOWELL AMOROSO KLEIN BIERMAN,		
		18379 LEGAL SERVICES - POWERHOUSE	1	Inv	3,050.00
	932	NOWELL AMOROSO KLEIN BIERMAN,	*** Vendor total ***		3,050.00
A10 610.06 - Project - Architects			*** Account total ***		3,050.00
A10 610.07 - Project - Engineering					
	861	AMEC E & I, INC.	861 AMEC E & I, INC.		
		18353 CONSULTING SERVICES - BAYFRONT	1	Inv	3,234.43
	861	AMEC E & I, INC.	*** Vendor total ***		3,234.43
A10 610.07 - Project - Engineering			*** Account total ***		3,234.43
A10 610.08 - Project - Other Expense					
	53	DRESDNER ROBIN ENVIRON MGMT	53 DRESDNER ROBIN ENVIRON MGMT		
		18318 PLANNING SVCS. - 193 BAY STREE	1	Inv	4,612.50
	53	DRESDNER ROBIN ENVIRON MGMT	*** Vendor total ***		4,612.50
	86	JERSEY CITY TAX COLLECTOR	86 JERSEY CITY TAX COLLECTOR		
		18361 PAYMT. OF 2014-3RD Q. 449 OCEA	1	Inv	555.30
	86	JERSEY CITY TAX COLLECTOR	*** Vendor total ***		555.30
	161	PUBLIC SERVICE ELECTRIC & GAS	161 PUBLIC SERVICE ELECTRIC & GAS		
		18348 ELECTRIC & GAS SERVICES-405 OC	1	Inv	102.12
		18349 ELECTRIC SERVICES - 407 OCEAN	161 PUBLIC SERVICE ELECTRIC & GAS		
			1	Inv	37.35
		18350 ELECTRIC SERVICES - 497 OCEAN	161 PUBLIC SERVICE ELECTRIC & GAS		
			1	Inv	70.80
		18351 ELECTRIC SERVICES - 405 OCEAN	161 PUBLIC SERVICE ELECTRIC & GAS		
			1	Inv	2.43
		18352 ELECTRIC SERVICES - 407 OCEAN	161 PUBLIC SERVICE ELECTRIC & GAS		
			1	Inv	2.43
	161	PUBLIC SERVICE ELECTRIC & GAS	*** Vendor total ***		215.13
A10 610.08 - Project - Other Expense			*** Account total ***		5,382.93

Vendor number	Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A10 610.11 - Project - Exterior Maintenance				
	797 SHAUGER PROPERTY SERVICES, INC			
	18336 JERSEY CITY POWERHOUSE STABILI	797 SHAUGER PROPERTY SERVICES, INC		
	797 SHAUGER PROPERTY SERVICES, INC	1	Inv	33,199.66
		*** Vendor total ***		33,199.66
A10 610.11 - Project - Exterior Maintenance				
		*** Account total ***		33,199.66
A10 610.12 - Project - Remediation				
	53 DRESNER ROBIN ENVIRON MGMT			
	18339 ENVIRON. SERVICES - BERRY LANE	53 DRESNER ROBIN ENVIRON MGMT		
	53 DRESNER ROBIN ENVIRON MGMT	1	Inv	2,261.46
		*** Vendor total ***		2,261.46
A10 610.12 - Project - Remediation				
		*** Account total ***		2,261.46
A10 620.01 - GD - Natural Gas				
	161 PUBLIC SERVICE ELECTRIC & GAS			
	18324 BETZ-CERC-GAS SERVICES5/29-6/2	161 PUBLIC SERVICE ELECTRIC & GAS		
	161 PUBLIC SERVICE ELECTRIC & GAS	1	Inv	230.39
		*** Vendor total ***		230.39
A10 620.01 - GD - Natural Gas				
		*** Account total ***		230.39
A10 620.02 - GD - Electricity				
	161 PUBLIC SERVICE ELECTRIC & GAS			
	18314 BETZ-CERC - ELECTRIC SERVICES	161 PUBLIC SERVICE ELECTRIC & GAS		
	161 PUBLIC SERVICE ELECTRIC & GAS	1	Inv	10,557.72
		*** Vendor total ***		10,557.72
A10 620.02 - GD - Electricity				
		*** Account total ***		10,557.72
A10 620.03 - GD - Water/Sewer				
	193 JC MUNICIPAL UTILITIES AUTHORI			
	18310 BETZ-CERC WATER FACILITIES CHA	193 JC MUNICIPAL UTILITIES AUTHORI		
	18311 BETZ - CERC WATER / SEWER CHAR	1	Inv	17.09
	193 JC MUNICIPAL UTILITIES AUTHORI	193 JC MUNICIPAL UTILITIES AUTHORI		
		1	Inv	1,381.14
		*** Vendor total ***		1,398.23
A10 620.03 - GD - Water/Sewer				
		*** Account total ***		1,398.23
A10 620.06 - GD - Other Expense				
	160 VERIZON WIRELESS			
	18327 CELL PHONE (M.NOONAN)	160 VERIZON WIRELESS		
	160 VERIZON WIRELESS	1	Inv	9.81
		*** Vendor total ***		9.81
	333 MATHUSEK INCORPORATED			
	18313 BETZ-CERC RAISE (6) BASKETBALL	333 MATHUSEK INCORPORATED		
	333 MATHUSEK INCORPORATED	1	Inv	1,275.00
		*** Vendor total ***		1,275.00

JCRA
 Invoice Distribution Report

Vendor number	Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A10 620.06 - GD - Other Expense				
	432 SIMPLEXGRINNEL		*** Continued ***	
	18317 BETZ-CERC - PANEL REPROGRAMMI	432 SIMPLEXGRINNEL		
	432 SIMPLEXGRINNEL	1	Inv	3,896.32
		*** Vendor total ***		3,896.32
	752 J & B LANDSCAPE, INC.			
	18337 LANDSCAPING SERVICES - BETZ-CE	752 J & B LANDSCAPE, INC.		
	752 J & B LANDSCAPE, INC.	1	Inv	1,097.50
		*** Vendor total ***		1,097.50
	937 RITCO SECURITY SYSTEMS, INC.			
	18315 BETZ-CERC - MONITORING FIRE AL	937 RITCO SECURITY SYSTEMS, INC.		
	18316 3 STATION MONITORING SECURITY	1	Inv	96.00
	937 RITCO SECURITY SYSTEMS, INC.	937 RITCO SECURITY SYSTEMS, INC.		
		1	Inv	66.00
		*** Vendor total ***		162.00
	950 JOSEPH FEMINELLO			
	18404 BETZ-CERC - OPENING & CLOSING	950 JOSEPH FEMINELLO		
	950 JOSEPH FEMINELLO	1	Inv	532.50
		*** Vendor total ***		532.50
A10 620.06 - GD - Other Expense			*** Account total ***	6,973.13
A10 650.01 - Office Rent				
	917 66 YORK STREET, LLC			
	18321 RENT FOR THE MONTH OF AUGUST,1	917 66 YORK STREET, LLC		
	917 66 YORK STREET, LLC	1	Inv	6,479.17
		*** Vendor total ***		6,479.17
A10 650.01 - Office Rent			*** Account total ***	6,479.17
A10 670.03 - Office Supplies				
	69 STAPLES, INC			
	18389 OFFICE SUPPLIES FOR JUNE, 201	69 STAPLES, INC		
	69 STAPLES, INC	1	Inv	505.08
		*** Vendor total ***		505.08
A10 670.03 - Office Supplies			*** Account total ***	505.08
A10 670.04 - Printing and Advertising				
	55 ROYAL PRINTING SERVICE			
	18329 1000 RETURN ADDRESS ENVELOPES	55 ROYAL PRINTING SERVICE		
	55 ROYAL PRINTING SERVICE	1	Inv	495.00
		*** Vendor total ***		495.00
	72 THE EVENING JOURNAL ASSOCIATIO			
	18364 ARTICALES OF THE MONTH OF JUNE	72 THE EVENING JOURNAL ASSOCIATIO		
	72 THE EVENING JOURNAL ASSOCIATIO	1	Inv	258.43
		*** Vendor total ***		258.43

Vendor number	Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A10 670.04 - Printing and Advertising				
	443 THE HUDSON REPORTER ASSOC., LP		*** Continued ***	
	18330 LEGAL ADVERTISEMENT-BD MEETING	443 THE HUDSON REPORTER ASSOC., LP		
	443 THE HUDSON REPORTER ASSOC., LP	1	Inv	84.60
			*** Vendor total ***	84.60
A10 670.04 - Printing and Advertising				
			*** Account total ***	838.03
A10 670.06 - Rental of Equipment				
	644 TOSHIBA FINANCIAL SERVICES			
	18332 MONTHLY INVOICE FOR COLOR COPI	644 TOSHIBA FINANCIAL SERVICES		
	644 TOSHIBA FINANCIAL SERVICES	1	Inv	1,256.27
			*** Vendor total ***	1,256.27
	884 TWIN ROCKS SPRING WATER			
	18403 COOLER RENTAL & WATER	884 TWIN ROCKS SPRING WATER		
	884 TWIN ROCKS SPRING WATER	1	Inv	70.10
			*** Vendor total ***	70.10
A10 670.06 - Rental of Equipment				
			*** Account total ***	1,326.37
A10 670.07 - Travel				
	351 CHRISTOPHER FIORE			
	18388 TRAVEL EXPENSES FOR -JUNE, 201	351 CHRISTOPHER FIORE		
	351 CHRISTOPHER FIORE	1	Inv	26.70
			*** Vendor total ***	26.70
A10 670.07 - Travel				
			*** Account total ***	26.70
A10 670.08 - Miscellaneous Operating Exp.				
	92 RUTGERS UNIVERSITY			
	18346 COMMISSIONER TRAINING COURSES	92 RUTGERS UNIVERSITY		
	92 RUTGERS UNIVERSITY	1	Inv	600.00
			*** Vendor total ***	600.00
	125 TREASURER, CITY OF JERSEY CITY			
	18326 PYMT. OF 3 BLACKBERRY BELT CLI	125 TREASURER, CITY OF JERSEY CITY		
	125 TREASURER, CITY OF JERSEY CITY	1	Inv	89.94
			*** Vendor total ***	89.94
	160 VERIZON WIRELESS			
	18328 SET UP FOR 4 BLACKBERRY'S	160 VERIZON WIRELESS		
	160 VERIZON WIRELESS	1	Inv	401.30
			*** Vendor total ***	401.30
	495 CENTRAL PARKING SYSTEM			
	18331 PARKING (8) SPACES@ \$75.00 EAC	495 CENTRAL PARKING SYSTEM		
	495 CENTRAL PARKING SYSTEM	1	Inv	600.00
			*** Vendor total ***	600.00
	770 ELIZABETH VASQUEZ			
	18402 TUITION REIMBURS. -SUMMER 1 CO	770 ELIZABETH VASQUEZ		

Vendor number	Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A10 670.08 - Miscellaneous Operating Exp.				
		*** Continued ***		
770	ELIZABETH VASQUEZ	1	Inv	1,058.10
		*** Vendor total ***		1,058.10
917	66 YORK STREET, LLC			
	18334 ELECTRIC UTILITY PYMT. JULY 20	917 66 YORK STREET, LLC		
		1	Inv	378.33
917	66 YORK STREET, LLC			
		*** Vendor total ***		378.33
920	MOISHE'S SELF STORAGE			
	18333 STORAGE RENT -AUGUST, 2014	920 MOISHE'S SELF STORAGE		
		1	Inv	700.00
920	MOISHE'S SELF STORAGE			
		*** Vendor total ***		700.00
933	CRYSTAL POINT CONDOMINIUM ASSO			
	18325 MONTHLY MAINTENANCE -AUGUST,20	933 CRYSTAL POINT CONDOMINIUM ASSO		
		1	Inv	127.16
933	CRYSTAL POINT CONDOMINIUM ASSO			
		*** Vendor total ***		127.16
964	CME ASSOCIATES			
	18365 PROFESSIONAL SERVICES VARIOUS	964 CME ASSOCIATES		
		1	Inv	90.00
	18366 PROFESSIONAL SERVICES - VARIOU	964 CME ASSOCIATES		
		1	Inv	392.00
	18367 PROFESSIONAL SERVICES-VARIOUS	964 CME ASSOCIATES		
		1	Inv	1,708.00
964	CME ASSOCIATES			
		*** Vendor total ***		2,190.00
A10 670.08 - Miscellaneous Operating Exp.				*** Account total ***
				6,144.83
A20 610.01 - Grant - Legal				
932	NOWELL AMOROSO KLEIN BIERMAN,			
	18375 LEGAL SERVICES - 314 MLK DRIVE	932 NOWELL AMOROSO KLEIN BIERMAN,		
		1	Inv	825.00
	18384 LEGAL SERVICES - 417 COMMUNIPA	932 NOWELL AMOROSO KLEIN BIERMAN,		
		1	Inv	1,530.00
932	NOWELL AMOROSO KLEIN BIERMAN,			
		*** Vendor total ***		2,355.00
A20 610.01 - Grant - Legal				*** Account total ***
				2,355.00
A20 610.02 - Grant - Environmental				
910	CARAVELLA CONTRACTING INC			
	18360 ASBESTOS ABATEMENT-416-420 COM	910 CARAVELLA CONTRACTING INC		
		1	Inv	37,000.00
910	CARAVELLA CONTRACTING INC			
		*** Vendor total ***		37,000.00
944	BROWNFIELD SCIENCE & TECHNOLOG			
	18345 ENVIRON. SERVICES - OCEAN & DW	944 BROWNFIELD SCIENCE & TECHNOLOG		
		1	Inv	16,021.39
		2	Inv	16,021.38
		3	Inv	1,852.77
		4	Inv	1,754.33

JCRA
 Invoice Distribution Report

Vendor number	Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A20 610.02 - Grant - Environmental				
	944 BROWNFIELD SCIENCE & TECHNOLOG	5	*** Continued ***	
			Inv	1,754.33
			*** Vendor total ***	37,404.20
A20 610.02 - Grant - Environmental				
			*** Account total ***	74,404.20
A20 610.06 - Grant - Architects				
	948 HUB PARTNERS, LLC			
	18354 BUILDOUT-J.C.EMPLOYMENT & TRAI	948 HUB PARTNERS, LLC		
		1		
	18355 BUILDOUT - J.C. EMPLOYMENT& TR	948 HUB PARTNERS, LLC	Inv	8,000.00
		1		
	18356 BUILDOUT - J.C.EMPLOYMENT& TRA	948 HUB PARTNERS, LLC	Inv	13,767.75
		1		
	18357 BUILDOUT - J.C. EMPLOYMENT & T	948 HUB PARTNERS, LLC	Inv	2,900.00
		1		
	18358 BUILDOUT - J.C. EMPLOYMENT&TRA	948 HUB PARTNERS, LLC	Inv	13,134.98
		1		
	18359 BUILDOUT OF J.C. EMPLOYMENT&TR	948 HUB PARTNERS, LLC	Inv	25,843.37
		1		
	18368 BUILDOUT -J.C. EMPLOYMENT&TRAI	948 HUB PARTNERS, LLC	Inv	372.19
		1		
	948 HUB PARTNERS, LLC		Inv	25,600.00
			*** Vendor total ***	89,618.29
			*** Account total ***	89,618.29
A20 610.06 - Grant - Architects				
A20 610.08 - Grant - Other Expenses				
	86 JERSEY CITY TAX COLLECTOR			
	18362 PAYMT. OF 214-3rd Q. TAXES-480	86 JERSEY CITY TAX COLLECTOR		
		1		
	86 JERSEY CITY TAX COLLECTOR		Inv	1,208.71
			*** Vendor total ***	1,208.71
	193 JC MUNICIPAL UTILITIES AUTHORI			
	18363 PAYMENT OF WATER BILL- 292 MLK	193 JC MUNICIPAL UTILITIES AUTHORI		
		1		
	193 JC MUNICIPAL UTILITIES AUTHORI		Inv	109.50
			*** Vendor total ***	109.50
	636 BROWNFIELD REDEVELOPMENT SOLUT			
	18340 EPA GRANT MANGMT. HAZARDOUS	636 BROWNFIELD REDEVELOPMENT SOLUT		
		1		
	18341 EPA GRANT MANAGMT. - PETROLEUM	636 BROWNFIELD REDEVELOPMENT SOLUT	Inv	323.33
		1		
	18342 EPA GRANT MANAGMT. - GRAND JER	636 BROWNFIELD REDEVELOPMENT SOLUT	Inv	468.29
		1		
	18343 EPA GRANT MANAGMT. - REVOLVIN	636 BROWNFIELD REDEVELOPMENT SOLUT	Inv	1,732.86
		1		
	18344 EPA GRANT MANGMT. - DWIGHT OCE	636 BROWNFIELD REDEVELOPMENT SOLUT	Inv	596.20
		1		
		2	Inv	343.29
		3	Inv	333.90
			Inv	301.63
	636 BROWNFIELD REDEVELOPMENT SOLUT		*** Vendor total ***	4,099.50

Run date: 07/15/2014 @ 10:43
Bus date: 07/15/2014

JCRA
Invoice Distribution Report

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Vendor number	Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A20 610.08 - Grant - Other Expenses				
	788 CATANIO LOCK COMPANY		*** Continued ***	
	18405 BERRY LANE PARK - DISABLED LOC	788 CATANIO LOCK COMPANY		
	788 CATANIO LOCK COMPANY	1	Inv	85.00
		*** Vendor total ***		85.00
	957 LAWNS BY YORKSHIRE, INC.			
	18386 MONTHLY MAINTENANCE-BERRY LANE	957 LAWNS BY YORKSHIRE, INC.		
	957 LAWNS BY YORKSHIRE, INC.	1	Inv	1,818.87
		*** Vendor total ***		1,818.87
A20 610.08 - Grant - Other Expenses		*** Account total ***		7,321.58
A20 610.12 - Grant - Remediation				
	53 DRESNER ROBIN ENVIRON MGMT			
	18381 ENVIRON. SVCS. - BERRY LANE PA	53 DRESNER ROBIN ENVIRON MGMT		
	53 DRESNER ROBIN ENVIRON MGMT	1	Inv	11,002.99
		*** Vendor total ***		11,002.99
A20 610.12 - Grant - Remediation		*** Account total ***		11,002.99
A20 610.15 - Construction				
	965 MAST CONSTRUCTION SERVICES, IN			
	18385 CONSTRUCTION MANGMT. SVCS.-BER	965 MAST CONSTRUCTION SERVICES, IN		
	965 MAST CONSTRUCTION SERVICES, IN	1	Inv	14,000.00
		*** Vendor total ***		14,000.00
A20 610.15 - Construction		*** Account total ***		14,000.00
* Report total *		*** Total ***		410,576.76

**RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE REDEVELOPMENT AGREEMENT
BETWEEN VAISHNO MA SUMMIT, LLC AND THE
JERSEY CITY REDEVELOPMENT AGENCY WITHIN
THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA.**

WHEREAS, by Resolution adopted June 18, 2013, the Board of Commissioners of the Jersey City Redevelopment Agency conditionally designated Vaishno MA Summit, LLC as the Redeveloper of property located at 362 Summit Avenue (Block 12301, Lot 2) (the "Property") to build sixty (60) market rate units in the Journal Square 2060 Redevelopment Area; and

WHEREAS, the Jersey City Redevelopment Agency (the "Agency") and Vaishno MA Summit, LLC (the "Redeveloper") have completed negotiations of a Redevelopment Agreement for redevelopment of the Property; and

WHEREAS, the parties are desirous to enter into the Redevelopment Agreement and execute the same.

NOW, THEREFORE, for good and valuable consideration and for the benefit of the general public and to implement the purposes of the Local Redevelopment and Housing Law and the Journal Square 2060 Redevelopment Plan, **IT IS HEREBY RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency that:

1. The recitations above are incorporated herein as if set forth at length.
2. The Jersey City Redevelopment Agency hereby authorizes and approves the Redevelopment Agreement between the Jersey City Redevelopment Agency and Vaishno

MA Summit, LLC subject to modifications and final approval by the Agency's counsel as deemed necessary.

BE IT FURTHER RESOLVED, that the Chairman, Vice President 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 final form of such documents by the Agency's Assistant Executive Director and General Counsel.

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Regular Meeting of July 15, 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				
Erma D. Greene				
Rolando R. Lavarro, Jr.				
Timothy N. Mansour				
John D. Petkanas				
Russell Verducci				

SEE SHEET 109

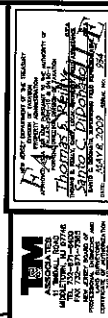
REVISIONS			
DATE	BY	REASON	LOT
10/20/07	CHASLEY, A. J.	REVISION	1

SEE SHEET 108

SEE SHEET 109



TAX MAP
 CITY OF JERSEY CITY
 HUDSON COUNTY, NEW JERSEY
 SCALE: 1" = 50'
 AUGUST, 2008
 RICHARD A. MORALLE, P.E., P.L.S.
 T & M ASSOCIATES
 11 TINDALL ROAD, MIDDLETOWN TOWNSHIP
 NEW JERSEY, 07748



THIS MAP WAS PREPARED BY THE CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY, AND IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY.

AKI - COMP#0407573500