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

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

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

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated August 21, 2018.

RECORD OF COMMISSIONERS VOTE					
<u>NAME</u>	AYE	NAY	ABSTAIN	ABSENT	
Donald R. Brown	1				
Douglas Carlucci	<b>V</b>				
Evelyn Farmer				<b>V</b>	
Erma D. Greene	<b>√</b>				
Rolando R. Lavarro, Jr.					
Daniel Rivera				<b>\</b>	
Darwin R. Ona	$\checkmark$				

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Minutes from the Special Meeting dated July 30, 2018 for their review and approval.

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

Secretary Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated August 21, 2018.

REC	ORD OF CO	MMISSION	ERS VOTE	
<u>NAME</u>	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	<b>✓</b>			
Douglas Carlucci	1			
Evelyn Farmer				1
Erma D. Greene	/			
Rolando R. Lavarro, Jr.	/			
Daniel Rivera			the state of the s	1
Darwin R. Ona	<b>✓</b>			

# RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE MINUTES OF EXECUTIVE SESSION OF THE SPECIAL MEETING JULY 30, 2018

WHEREAS, the Board of Commissioners approved going into closed session at their meeting of July 30, 2018; and

WHEREAS, the following issues were discussed: 1) litigation,

- 2) contract negotiations
- 3) and personnel took

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the minutes of the Executive Session of the Special Meeting of July 30, 2018 be approved as presented.

Secretary Horry

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their meeting dated August 21, 2018

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

Resolution Number: 18-08-4

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

WHEREAS, in compliance with N.J.S.A. 40A:20.4 et seq. (Pay to Play Law), the Jersey City Redevelopment Agency issued an RFQ (Request for Qualifications) for Professional Engineering Services on July 11, 2018; and

WHEREAS, the Agency received a total of fifteen (15) qualification statements in response to the RFQ, all of which were reviewed and evaluated by Agency staff; and

WHEREAS, the Agency desires to qualify the following firms:

- 1. KSE Engineers, P.C.
- 2. Pennoni
- 3. PS&S
- 4. CME Associates
- 5. Langan
- 6. Remington Vernick & Arango
- 7. Neglia Engineering Associates
- 8. BRS, Inc.

- 9. Engenuity Infrastructure, LLC
- 10. French and Parrello Associates
- 11. Suburban Consulting Engineers, Inc.
- Enovate Engineering
- 13. Alaimo Group Consulting Engineers
- 14. Tectonic Eng. & Surbey
- 15. Dresdner Robin

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that each of the above listed engineering firms be considered qualified to enter into a Professional Services Agreement with the Agency in connection with the services identified in the RFQ.

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

Resolution Number: 18-08-4

Diana Jeffrey, Acting Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of August 21, 2018.

NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	<b>V</b>			
Douglas Carlucci	1			
Evelyn Farmer	<u> </u>			1
Erma D. Greene	1			
Rolando R. Lavarro, Jr.	+7			
Daniel Rivera	V			/
Darwin R. Ona				V

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

WHEREAS, in compliance with N.J.S.A. 40A:20.4 et seq. (Pay to Play Law), the Jersey City Redevelopment Agency issued an RFQ (Request for Qualifications) for Professional Environmental Services on July 11, 2018; and

WHEREAS, the Agency received a total of thirty-six (36) qualification statements in response to the RFQ, all of which were reviewed and evaluated by Agency staff; and

WHEREAS, the Agency desires to qualify the following firms:

- 1. CME Associates
- 2. Excel Environmental Resources, Inc.
- 3. JM Sorge, Inc.
- 4. EWMA
- 5. Brockerhoff Environmental Services
- 6. Whitman
- 7. Wood Env. & Infrastructure Solutions
- 8. TRC Environmental Corp.
- 9. French and Parrello Associates
- 10. GEI Consultants, Inc.
- 11.E2 Project Management, LLC
- 12. Brilliant Lewis Environmental Services
- 13. Hillmann Consulting
- 14. Mott MacDonald
- 15. Advanced Geoservices Corp
- 16. EnSafe Inc.
- 17. Langan
- 18. WCD Group

- 19. Najarian Associates
- 20. Dresdner Robin Environmental Mgmt.
- 21. Tectonic Engineering
- 22. Remington Vernick & Arango Engineers
- 23. Prestige Environmental
- 24. Sovereign Consulting, Inc.
- 25. BSTI
- 26. Whitestone Associates
- 27. Potomac-Hudson Environmental
- 28. Atlantic Environmental Solutions
- 29. H2M
- 30. Haks
- 31. Woodard & Curran
- 32. ATC Group Services
- 33. BRS, Inc.
- 34. Engenuity Infrastructure, LLC
- 35. Pennoni
- 36. PS&S

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that each of the above listed environmental firms be considered qualified to enter into a Professional Services Agreement with the Agency in connection with the services identified in the RFQ.

Resolution Number: 18-08- 5

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

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of August 21, 2018.

Diana Joffrey Acting Secretary

NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	<b>/</b>			
Douglas Carlucci	j	1		+
Evelyn Farmer				<del>  ,                                     </del>
Erma D. Greene				<b>-</b>
Rolando R. Lavarro, Jr.	7		-	<del>                                     </del>
Darwin R. Ona	./	-		<del> </del>
Daniel Rivera				<del> </del>

Reso No. 18-08 🕊

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY DESIGNATING 400 7th STREET, LLC AS REDEVELOPER FOR PROPERTY WITHIN THE ENOS JONES REDEVELOPMENT AREA

WHEREAS, 400 7<sup>th</sup> Street, LLC (Behnam Torrei) (hereinafter referred to as "Redeveloper") made a formal presentation to the Jersey City Redevelopment Agency for the construction of an eight story multifamily residential building containing approximately 54 residential units; and

WHEREAS, the site is located at Block 9801, Lots 14 and 15 in the Enos Jones Redevelopment Area; and

WHEREAS, the Enos Jones Redevelopment Plan grants that all developers are eligible to receive a height or density bonus, if the Redeveloper agrees to contribute to the development and/or enhancement of the Enos Jones Park located within the Plan Area; and

WHEREAS, the Redeveloper has stated in their application that they will contribute funding to the Enos Jones Park as per the Redevelopment Plan; and

WHEREAS, the property is owned by the Redeveloper; and

WHEREAS, the Redeveloper will comply with the zoning requirements as well as the Enos Jones Redevelopment Plan; and

WHEREAS, 400 7th Street, LLC has requested designation as the Redeveloper for this site; and

WHEREAS, staff has reviewed the application submitted and found it acceptable; and

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

**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;

Reso No. 18-08

- 2) 400 7th Street, LLC is hereby designated Redeveloper for the development of property located at Block 9801, Lots 14 and 15 in the Enos Jones Redevelopment Area;
- The designation is contingent upon: (i) Redeveloper agreeing to be responsible for and assuming all costs incurred by the Agency henceforth, including, but not limited to environmental, legal, property maintenance, etc. for the proposed project; and (ii) negotiation of a redevelopment agreement.
- The designation granted herein is for a 120 day period to expire on December 21, 2018 which period may be extended for a period of sixty (60) days if necessary at the sole discretion of the Agency's Executive Director.

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

Secretary 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 August 21, 2018.

RECO	ORD OF COM	MISSIONER	RS VOTE	
<u>NAME</u>	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	<b>V</b>			
Douglas Carlucci	<b>V</b>			
Evelyn Farmer				<b>V</b>
Erma D. Greene	<b>V</b>			
Rolando R. Lavarro, Jr.	<b>V</b>			
Daniel Rivera				/
Darwin R. Ona	<b>/</b>			

L:\AGENDA\AUGUST-2018\400 7th Street LLC Designation Reso.wpd

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY DESIGNATING RAFA REALTY, LLC AS REDEVELOPER FOR PROPERTY WITHIN THE ENOS JONES REDEVELOPMENT AREA

WHEREAS, RAFA Realty, LLC (Behnam Torrei) (hereinafter referred to as "Redeveloper") made a formal presentation to the Jersey City Redevelopment Agency for the construction of an eight story mixed use building consisting of 75 residential units over a ground floor/mezzanine area containing 4,449 sq. ft of commercial space and a garage containing 94 parking spaces; and

WHEREAS, the site is located at Block 9802, Lot 35.01 (formerly Lots 2, 35 and 36) in the Enos Jones Redevelopment Area; and

WHEREAS, the Enos Jones Redevelopment Plan grants that all developers are eligible to receive a height or density bonus, if the Redeveloper agrees to contribute to the development and/or enhancement of the Enos Jones Park located within the Plan Area; and

WHEREAS, the Redeveloper has stated in their application that they will contribute funding to the Enos Jones Park as per the Redevelopment Plan; and

WHEREAS, the property is owned by the Redeveloper; and

WHEREAS, the Redeveloper will comply with the zoning requirements as well as the Enos Jones Redevelopment Plan; and

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

WHEREAS, staff has reviewed the application submitted and found it acceptable; and

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

**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) RAFA Realty, LLC is hereby designated Redeveloper for the development of property located at Block 9802, Lot 35.01 14 and 15 in the Enos Jones Redevelopment Area;
- The designation is contingent upon: (i) Redeveloper agreeing to ber responsible for and assuming all costs incurred by the Agency henceforth, including, but not limited to environmental, legal, property maintenance, etc. for the proposed project; and (ii) negotiation of a redevelopment agreement;
- The designation granted herein is for a 120 day period to expire on December 21, 2018 which period may be extended for a period of sixty (60) days if necessary at the sole discretion of the Agency's Executive Director.

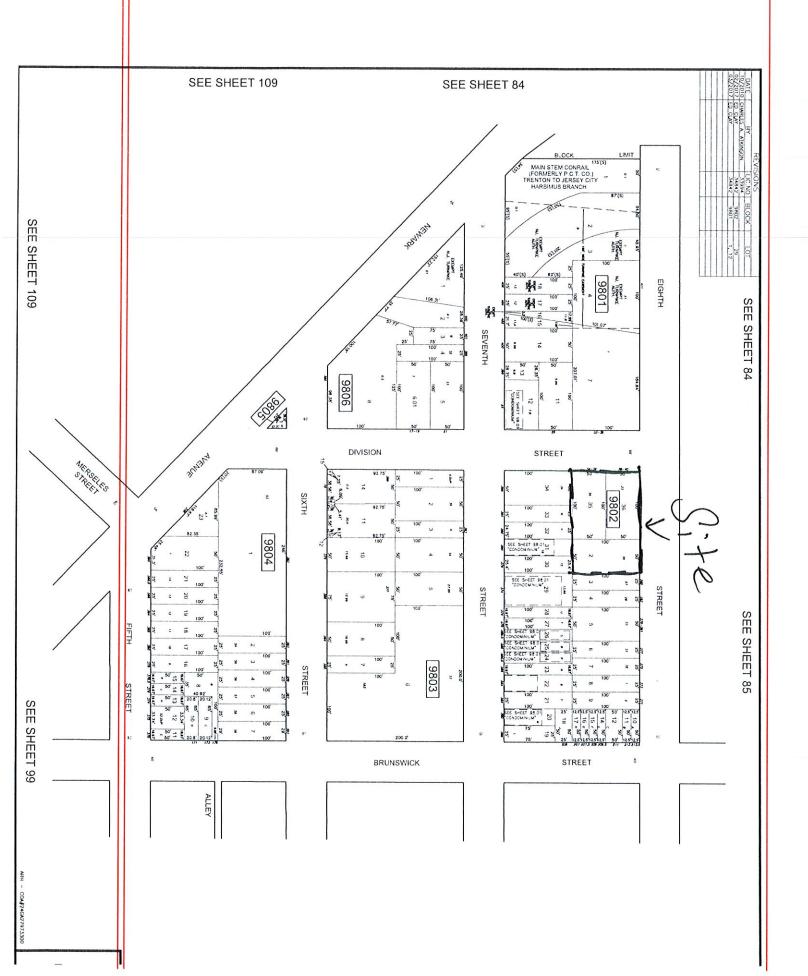
**BE IT FURTHER RESOLVED,** that the Chairman, Vice Chairman, Secretary and/or Executive Director are hereby authorized to execute any and all documents necessary to effectuate this Resolution subject to the review and approval of the Agency's General Counsel.

O Hyphy 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 August 21, 2018.

RECO	ORD OF COM	MISSIONEF	RS VOTE	
<u>NAME</u>	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	<b>✓</b>			
Douglas Carlucci	$\checkmark$			
Evelyn Farmer				/
Erma D. Greene	<b>V</b>			
Rolando R. Lavarro, Jr.				
Daniel Rivera				/
Darwin R. Ona				· ·

L:\AGENDA\AUGUST-2018\RAFA Realty LLC Designation Reso.wpd



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE AWARD OF A CONTRACT FOR PROFESSIONAL MANAGEMENT OF A SOCIAL SERVICES PROGRAM AND PROPERTY MANAGEMENT SERVICES AT 665 OCEAN AVENUE WITHIN THE JACKSON HILL REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the "Agency") has determined that it is necessary and in the best interest of the Agency to procure the services of Property Management and Social Services; and

WHEREAS, on June 20, 2018, the Agency issued a Request for Proposals for Property Management and Social Services ("RFP") pursuant to the competitive contracting process of the Local Public Contracts Law (the "LPCL"), N.J.S.A. 40A:11-4.3, from qualified and experienced consultants, for 665 Ocean Avenue; and

WHEREAS, on August 1, 2018, the Agency received Proposals from the following one (1) Respondent to the RFP:

1. United Way of Hudson County

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

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

WHEREAS, as set forth in the Report, the Evaluation Committee recommends that a contract award be made to United Way of Hudson County for the reasons set forth in the Report, and the Commissioners desire to award a contract to United Way of Hudson County, in accordance with the recommendations of the Report.

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

1. The Commissioners hereby approve the recommendations of the Evaluation Committee and award a contract to United Way of Hudson County pursuant to the competitive contracting process of the LPCL, for property management and social services for the Agency's 665 Ocean Avenue Project, based on the terms and conditions set forth in the RFP.

- 2. The total amount authorized to be paid pursuant to the contract herein awarded shall not exceed the total sum of \$62,600.00, without further action by the Board of Commissioners subject to the availability of funds.
- 3. A notice of this contract award shall be published in the form prescribed by law

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Board of Commissioners of the Jersey City Redevelopment Agency, at their Special Meeting held on August 21, 2018 by the following vote:

Secretary Secretary

<u>RECOR</u>	D OF COM	<b>IMISSION</b>	ERS VOTE	
<u>NAME</u>	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	<b>V</b>		ZZZZZIII.	ADSERT
Douglas Carlucci	/			
Evelyn Farmer				./
Erma D. Greene	/			Y
Roalndo R. Lavarro, Jr.	1			
Daniel Rivera				_/
Darwin R. Ona				<u> </u>

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A PROFESSIONAL ENGINEERING CONTRACT WITH MAST CONSTRUCTION SERVICES INC FOR STRUCTURAL CONSTRUCTION SERVICES AND ENGINEERING OVERSIGHT PERFORMED AT 25 PATHSIDE A/K/A 84 SIP AVENUE WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency ("Agency") has acquired 25 Pathside in the Journal Square 2060 Redevelopment Plan; and

WHEREAS, the Agency is now actively managing the property and has determined the building requires significant repairs to the structure, including the façade and the roof, both of which may be compromised; and

WHEREAS, the Agency has deemed it necessary to have a formal assessment of the structural integrity of the building including the façade and roof; and

WHEREAS, in order to assess the building and roof's integrity, the Agency solicited proposals for engineering services need to perform the assessment; and

WHEREAS, Agency staff has determined that the proposal from Mast Construction Services Inc. in the amount \$37,500.00 is a fair price for the services and recommends that the Board of Commissioners award a contract to Mast Construction Services Inc.; and

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

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

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

**NOW, THEREFORE, BE IT RESOLVED,** the Board of Commissioners of the Jersey City Redevelopment Agency authorizes a professional engineering contract for engineering oversight and construction services from Mast Construction Services Inc. in an amount not to exceed \$37,500.00.

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

SECRETARY

Certified to be a true and correct copy of the resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their meeting of August 21, 2018.

NAME	AYE	MMISSION NAY	ABSTAIN	ABSENT
Donald R. Brown	<b>V</b>		110011111	ADSERT
Douglas Carlucci	<b>√</b>			
Evelyn Farmer				V
Erma D. Greene	✓			-
Rolando R. Lavarro, Jr.	<b>✓</b>			
Darwin R. Ona	<b>V</b>			
Daniel Rivera				V

## MAST CONSTRUCTION SERVICES, INC.

July 17, 2018

Mr. Phillip A. Orphanidis Jersey City Redevelopment Agency 66 York Street, 3rd Floor Jersey City, New Jersey 07302

**Construction Management Service** Re:

For 25 Pathside / Journal Square Project

Dear Mr. Orphanidis,

MAST Construction Services, Inc. (MAST) is pleased to submit a proposal to provide professional construction management services for the above referenced project for the Jersey City Redevelopment Agency (JCRA).

We have included in our proposal the following sections:

- Project Fee & Understanding ١.
- Authorization 11.

#### PROJECT FEE & UNDERSTANDING ı.

MAST offers to provide Procurement and Construction Administration Services for the following scope of work for 25 Pathside / Journal Square:

- Removal of Existing Cornice
- Stabilization of Parapet Wall
- Roof Removal / Replacement
- Roof Equipment Flashing Replacement
- Roof Handrail Assessment
- Gutter Replacement

MAST will solicit proposals from O'Donnell & Naccarato to update their November 4, 2014 Structural Condition Assessment of Building Façade Report and from Dicara Rubino Architects to provide specifications / drawings for the above scope of work based on O'Donnell & Naccarato updated report. MAST will then assist the JCRA with soliciting bids from selected Contractors to implement the work based on the specifications / drawings.

MAST will provide Procurement and Construction Administration services based on a Senior Project Manager hourly rate as per the fee sheet provided.

## MAST CONSTRUCTION SERVICES, INC.

July 17, 2018

Mr. Phillip A. Orphanidis Jersey City Redevelopment Agency 66 York Street, 3<sup>rd</sup> Floor Jersey City, New Jersey 07302

Re: Construction Management Service For 25 Pathside / Journal Square Project

Dear Mr. Orphanidis,

MAST Construction Services, Inc. (MAST) is pleased to submit a proposal to provide professional construction management services for the above referenced project for the Jersey City Redevelopment Agency (JCRA).

We have included in our proposal the following sections:

- I. Project Fee & Understanding
- II. Authorization

#### I. PROJECT FEE & UNDERSTANDING

MAST offers to provide Procurement and Construction Administration Services for the following scope of work for 25 Pathside / Journal Square:

- Removal of Existing Cornice
- Stabilization of Parapet Wall
- Roof Removal / Replacement
- Roof Equipment Flashing Replacement
- Roof Handrail Assessment
- Gutter Replacement

MAST will solicit proposals from O'Donnell & Naccarato to update their November 4, 2014 Structural Condition Assessment of Building Façade Report and from Dicara Rubino Architects to provide specifications / drawings for the above scope of work based on O'Donnell & Naccarato updated report. MAST will then assist the JCRA with soliciting bids from selected Contractors to implement the work based on the specifications / drawings.

MAST will provide Procurement and Construction Administration services based on a Senior Project Manager hourly rate as per the fee sheet provided.

## MAST CONSTRUCTION SERVICES, INC.

#### MAST's Fee will be based on the estimated hours listed as follows:

SERVICE	ESTIMATED Hours	HOURLY RATE	ESTIMATED TOTALS	
PROCUREMENT	40 Hours	\$ 125.00	\$ 5,000.00	
Construction	260 Hours	\$ 125.00	\$ 32,500.00	
		Estimated Total	\$ 37,500.00	

#### II. AUTHORIZATION

Written authorization is necessary for commencement of this work. Signing below will signify your acceptance of all the terms in this proposal agreement.

I trust that the above meets with your favor, and I look forward to working with you on this project. Please call me with any questions you may have.

Phillip A. Orphanidis	Date		
		1 4 - 1	
Jersey City Redevelopment Agency			
Accepted By:			
Enclosures			
President			
Ted Domuracki			
Here Warn			
Sincerely,			

### MAST Construction Services, Inc. Hourly Rate Schedule - NJ 2018

Position	\$/Hr.
Principal	\$ 195
Project Executive	\$ 150
Senior Project Manager	\$ 125
Project Manager	\$ 105
Assistant Project Manager	\$ 95
Technical Support	\$ 110
Inspector	\$ 95
Project Administrator	\$ 75

All Field Office Facilities, Miscellaneous and Reimbursable expenses for Project Management and Construction Management are excluded from above. Reimbursable expenses including telephone, blueprinting, postage and customary out-of-pocket expenses will be requisitioned at 110 percent of cost.

<sup>\*</sup>Rates subject to 5% escalation/year

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH O'DONNELL & NACCARATO STRUCTURAL ENGINEERS FOR ENGINEERING SERVICES PERFORMED AT 25 PATHSIDE A/K/A 84 SIP AVENUE WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency ("Agency") has acquired 25 Pathside in the Journal Square 2060 Redevelopment Plan; and

WHEREAS, the building's façade is compromised, necessitating scaffolding as a short term solution to safeguard the structural integrity of the building; and

WHEREAS, the Agency is now actively managing the property and has found the need for a façade assessment in order to determine a long term strategy for ensuring the building's structural integrity; and

WHEREAS, in order to assess the conditions, safety, and elements of the building's façade, and determine how the building should be maintained and/or repaired, an assessment will be performed and a recommendation will be made to the agency in further action; and

WHEREAS, Agency staff has determined that the proposal from O'Donnell & Naccarato Structural Engineers in the amount \$10,500.00 is a fair price for the services and recommends that the Board of Commissioners award a contract to O'Connell & Naccarato Structural Engineers; and

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

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

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

**NOW, THEREFORE, BE IT RESOLVED,** by the Board of Commissioners of the Jersey City Redevelopment Agency authorizes that action for engineering services from O'Donnell & Naccarato Structural Engineers in an amount not to exceed \$10,500.00.

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

SECRETARY

Certified to be a true and correct copy of the resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their meeting of August 21, 2018.

			ERS VOTE	
<u>NAME</u>	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	<b>V</b>			
Douglas Carlucci	✓			
Evelyn Farmer				V
Erma D. Greene	/			
Rolando R. Lavarro, Jr.	V			
Darwin R. Ona	$\checkmark$			
Daniel Rivera				



1160 ROUTE 22 WEST, 2ND FLOOR, MOUNTAINSIDE, NJ 07092 908-379-2911 | O N COM Anthony F. Naccarato, PE, SECB, President Mark W. Lunden, PE, SECB, Vice President Dennis V. Mordan, PE, SECB, Vice President Paul P. Panzarino, PE, Vice President

PRINCIPALS

Scott M. Bauer, PE, SE, SECB, LEED AP James W. Behler, PE, SECB Michael E. Herrmann, PE, SECB Mark A. Orsini, PE, SE Brian F. Rawlings, PE, SECB

F O U N O E R S
William F. O'Donnell, PE (retired)
Peter A. Naccarato, PE (retired)

August 1, 2018

Mr. Phillip A. Orphanidis Real Estate Manager Jersey City Redevelopment Agency 66 York Street – 3<sup>rd</sup> Floor Jersey City, NJ 07302

RE: 25 Pathside Building 2018 Façade Assessment

Jersey City, NJ

File No.

O'Donnell & Naccarato (O&N) is pleased to submit the following proposal for limited professional structural engineering services for the above referenced project. We based our proposal on discussion of the project with you and our experiences with similar facilities.

#### SERVICE:

O&N will perform a façade condition assessment at the above referenced location to determine the current condition. The intent of the assessment is to provide you an opinion on the condition of the façade, to assist you in identifying façade elements that may be unsafe, and to identify façade elements that require maintenance and repair. Our scope is to investigate and communicate physical deficiencies in a written report.

Our services will consist of the following:

• Perform a limited physical investigation and a visual review of the building façade as recommended in ASTM E2270-14 "Standard Practice for Periodic Inspection of Building Facades for Unsafe Conditions". Portions of the building will be selected for physical investigation by our office and will be performed for the full height of the building. The physical investigation locations will include a minimum of 25% of each subject façade. The visual review may include observations from the ground and from adjacent rooftops using binoculars. Locations of visual review may be comprehensive to the building façade or strictly between physical inspection locations.



- We will perform the physical investigations using industrial rope techniques.
- Issue a letter report summarizing our findings with repair recommendations, an estimated timeline for completion of repairs, overall building photos, and representative photographs of observations.

#### SCHEDULE

Upon acceptance of this proposal, we will work with you to establish a schedule for this work. Our fee assumes we will complete the review in one day and will perform physical inspections at the following locations:

- Up to two (2) drop locations at the North Elevation
- Up to five (5) drop locations at the East Elevation
- Up to two (2) drop locations at the South
- Up to five (5) drop locations at the West Elevation

#### ASSUMPTIONS/EXCLUSIONS:

We assume the following:

- It is understood that existing architectural and structural documentation for the building is available for our use.
- The report is intended to convey identified deficiencies only and is not intended, nor should
  it be used as, a bidding document for the repairs of the documented deficiencies. Additional
  and more detailed information is required for implementing repairs and improvements.
- Design, documentation, and construction administration services related to any repairs for the project are beyond the scope of this agreement.
- It is understood by the Client that on projects involving sounding, hammering, and limited probing, some localized areas with concealed damage may be exposed as a normal part of the investigation. O&N, and/or any sub-consultants used by O&N, will endeavor to limit the amount of probing to avoid impacting the appearance of the facade. We will not be responsible for the repair of damages.
- Due to the inherent limitations identifying concealed façade deficiencies based on limited observations and probes, conducting a façade review does not assure that all unsafe conditions will be identified.

We exclude the following from our services:

- Destructive testing and/or review of furnishings, or tenant-related equipment.
- Review and reporting of hazardous materials.
- Preparation of As-Built documents.
- Design of temporary support or measures should "unsafe" conditions be identified. We will
  provide a proposal for additional services should these be identified.



#### FEE:

The total fee for the Services pursuant to this agreement shall be \$10,500., including aerial lift rental.

Jersey City Redevelopment Group, Inc. recognizes that the professional services being provided exposes O&N to risks disproportionately greater than the fee represents. Accordingly, Jersey City Redevelopment Group, Inc. agrees to limit O&N's liability to and all other entities associated with this project to \$50,000 for services on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

If Jersey City Redevelopment Group, Inc. wishes to increase the insurance liability limit associated with O&N's services, our fee will be increased accordingly:

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Insurance Liability Limit	\$100,000	\$250,000
Revised Fee	\$7,500	\$10,000

#### [Fee Range \$2.501-\$5.000]

Insurance Liability Limit	\$100,000	\$250,000
Revised Fee	\$7,500	\$10,000

#### [Fee Range \$5,001-\$10,000]

Insurance Liability Limit	\$250,000	\$500,000
Revised Fee	\$10,000	\$15,000

#### [Fee Range \$10,001-\$15,000]

Insurance Liability Limit	\$500,000	\$1,000,000
Revised Fee	\$15,000	\$20,000

#### [Fee Range \$15.001-\$20.000]

Insurance Liability Limit	\$1,000,000
Revised Fee	\$20,000

Should Jersey Redevelopment Group, Inc. require an increase in O&N's limit of professional liability insurance, please highlight and initial the amount of desired increase in limit liability and corresponding fee.



Thank you for the opportunity to provide this proposal and we look forward to working with you on this project. Please notify us of your acceptance at your earliest convenience.

O'Donnell & Naccarato, Inc.

Jason A. Coleman, P.E., CDT Director of Restoration/Project Executive

JAC:rr

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH DI CARA RUBINO ARCHITECTS FOR ARCHITECTURAL SERVICES PERFORMED AT 25 PATHSIDE A/K/A 84 SIP AVENUE WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency ("Agency") has acquired 25 Pathside a/k/a 84 Sip Avenue in the Journal Square 2060 Redevelopment Plan; and

WHEREAS, the Agency is now actively managing the property and has found the roof in need of possible repair; and

WHEREAS, the Agency has deemed it necessary to have a formal assessment of the roofs integrity; and

WHEREAS, in order to assess the building and roofs integrity, the Agency solicited proposals for architectural services; and

WHEREAS, Agency staff has determined that the proposal from Di Cara Rubino Architects in the amount of 9% of the estimated construction costs of the roof replacement project is a fair price for the services and recommends entering into said contract, for a term of one (1), for said amount; and

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

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

**NOW, THEREFORE, BE IT RESOLVED,** by the Board of Commissioners of the Jersey City Redevelopment Agency authorizes that action for construction services from Di Cara Rubino Architects in an amount not to exceed 9% of the estimated construction costs of the roof replacement is hereby approved.

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

SECRETARY

Certified to be a true and correct copy of the resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their meeting of August 21, 2018.

NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	<b>V</b>			
Douglas Carlucci	/			
Evelyn Farmer				1
Erma D. Greene	<b>√</b>			-
Rolando R. Lavarro, Jr.	/			
Darwin R. Ona	✓			
Daniel Rivera				



#### (SENT VIA EMAIL AND REGULAR MAIL)

July 31, 2018

Jersey City Redevelopment Agency 66 York Street - 3rd Floor Jersey City, NJ 07302

Attn:

Mr. Phillip A. Orphanidis

Real Estate Manager

Re:

Proposal for Architectural Services for Roof Replacement at Pathside Building / 25 Sip

Avenue, Jersey City, NJ D|R Proposal #18-37

Dear Mr. Orphanidis:

We appreciate this opportunity to present our proposal to the Jersey City Redevelopment Agency for a roof replacement at the historic Pathside Building located at 25 Sip Avenue in Jersey City. As you may be aware, Di Cara | Rubino Architects has intimate knowledge of this facility through our 15-year relationship working with Hudson County Community College. Furthermore, we have developed an outstanding working relationship with MAST Construction Services, Inc., who we understand has been retained as construction manager for the renovations at the Pathside Building. As a full-service architectural firm specializing in the design and planning of public facilities, we firmly believe that Di Cara | Rubino Architects uniquely qualified to provide architectural services for this project.

As we understand it from our discussions with MAST, the project consists of replacing approximately 12,000 square feet of roof area. The scope of work will include all necessary work including, but not limited to, new insulation, new roofing, removal of existing decking where needed and all necessary flashings. We further understand that the JCRA has also requested a separate proposal from a structural engineering firm to update a 2014 Structural Condition Assessment of the Pathside Building Façade Report. Considering that the updated report will reevaluate the condition of the existing parapet wall and cornice (which will affect the design of the roof replacement) our proposal cannot include an exact fee, but rather estimated percentages of the work.

Based on the above scope of work and our understanding of the proposed project, Di Cara | Rubino Architects offers the following services:

#### I. SCOPE OF SERVICES:

#### A. Design Development:

- 1. Review existing drawings and survey existing conditions to develop base plan.
- Prepare design development documents consisting of plans incorporating the scope of roof work.
- 3. Develop estimates of probable cost.
- 4. Develop project schedule and phasing requirements.
- 5. Meet with Owner to review above for approval.



Mr. Phillip A. Orphanidis D R Proposal #18-37 July 31, 2018 Page 2 of 3

#### **B.** Construction Documents:

- 1. Develop complete roof replacement documents including demolition plans, roof plan layout, details, and technical specifications.
- 2. Submit plans for local code review.

#### C. Bidding:

- 1. Prepare all documents for bidding.
- 2. Review all Requests for Information (RFI).
- 3. Issue addenda, if required, during the bidding period.
- 4. Attend pre-bid conference to answer Contractor questions about the proposed project.
- 5. Conduct bid opening.
- 6. Review bids and provide analysis of bids to the JCRA
- 7. Coordinate with JCRA Attorney/Project Representative(s).

#### D. Contract Administration:

- 1. Attend pre-construction kick-off meeting.
- 2. Attend all job meetings.
- 3. Visit site once per week, or as needed, to review the progress of work.
- 4. Review shop drawings.
- 5. Respond to RFI's.
- 6. Review and approve payment applications.
- 7. Prepare punch list and review project closeout documentation.

#### II. <u>FEE</u>:

At this time, we respectfully submit a fee of 9% of the estimated construction cost of the roof replacement project. This fee does not include any structural engineering services for the re-construction of the existing parapets. After the structural condition report is updated, and a final scope of work is determined, Di Cara | Rubino Architects will work with the JCRA on a negotiated lump sum fee for both the roof replacement and the reconstruction of the parapet walls. However if the JCRA retains its own structural engineer our fee proposal would include the cost to coordinate and incorporate any structural drawings and specifications prepared by said structural engineer into the bid set for the project. It is understood that the JCRA will pay the structural engineer and that the structural engineer will provide all necessary signed and sealed drawings so as to obtain a building permit from the Jersey City Building Department. Our fee will be broken down as follows:

A. Design Development	30%
B. Construction Documents	45%
C. Bidding	5%
D. Contract Administration	20%



Mr. Phillip A. Orphanidis D R Proposal #18-37 July 31, 2018 Page 3 of 3

Reimbursable expenses are billed in addition to the fees indicated above and generally include postage, overnight mail/courier service, mileage, photocopies, printing, plotting and facsimiles and will be invoiced at 1.15 times the expense.

**Exclusions:** The following are excluded from the basic services provided above:

- Full time observation
- Testing
- Structural Engineering Services
- Identification and/or abatement of hazardous material including, but not limited to, asbestos and lead
- Permit fees
- Core samples
- Off-site utilities
- Surveys
- Site inspection of existing structures
- Legal services

Di Cara | Rubino Architects looks forward to building a relationship with the Jersey City Redevelopment Agency. If the above is acceptable, please sign and return a copy of this proposal for our records.

Again, thank you for this opportunity and please feel free to give me a call if anything in this proposal requires further clarification.

Sincerely,

DI CARA | RUBINO ARCHITECTS

Germano R. Rubino, AIA

Principal

GRR/frk

cc: Mr. Troy Marzziotti, MAST Construction (tmarzziotti@mastconstruction.com)

Accepted By:

Mr. Phillip A. Orphanidis Real Estate Manager RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A LICENSE AGREEMENT WITH THE CITY OF JERSEY CITY ALLOWING THE CITY TO USE AGENCY OWNED PROPERTY AT 25 PATHSIDE A/K/A 84 SIP AVENUE IN CONNECTION WITH THE JERSEY CITY ART AND STUDIO TOUR ON OCTOBER 4-7, 2018 WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

**WHEREAS,** the Jersey City Redevelopment Agency ("Agency") has acquired 25 Pathside a/k/a 84 Sip Avenue (Block: 9501, Lot: 22) ("Property") in the Journal Square 2060 Redevelopment Plan; and

WHEREAS, the City of Jersey City ("City") will be conducting the annual Jersey City Art and Studio Tour ("Tour") on October 4-7, 2018 and desires to use in connection with the Tour the entire first floor of the Property; and

WHEREAS, the Agency agrees to permit the City to enter onto its Property for the purpose of conducting an art exhibition which includes live music, performance art, and refreshments provided that the City executes the License Agreement attached hereto; and

**WHEREAS**, the License Agreement shall allow the City to enter the Property for the purposes of configuring the Property for the events; and

WHEREAS, the License Agreement requires that the City indemnify the Agency and provide a Certificate of Insurance that names the Agency as an additional insured; and

WHEREAS, the License Agreement requires the City to provide the appropriate security for the events to be held at the Property on the dates described in the attached schedule; and

**WHEREAS,** the License Agreement requires the City to clean the areas they use after the events are held at the Property.

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

- Subject to such modifications as may be deemed necessary or appropriate by the Board of Commissioners the Agency is authorized to execute the License Agreement attached hereto; and
- 2. The City and its employees, agents, or contractors are authorized to enter onto Property located at 25 Pathside a/k/a 84 Sip Avenue, Jersey City, New Jersey to perform the activities described in the License Agreement attached here to; and

3. The term of the License Agreement shall be effective from the date of execution through October 15, 2018.

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

**SECRETARY** 

Certified to be a true and correct copy of the resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their meeting of August 21, 2018.

NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	<b>V</b>			
Douglas Carlucci	1			
Evelyn Farmer				
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.				
Darwin R. Ona	/			
Daniel Rivera				/

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A CONTRACT FOR SCAFFOLDING SERVICES AROUND 25 PATHSIDE A/K/A 84 SIP AVENUE, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency ("Agency") has acquired 25 Pathside a/k/a 84 Sip Avenue in the Journal Square 2060 Redevelopment Plan; and

WHEREAS, the Agency is now actively managing the property and has found the need to erect and maintain scaffolding around the building's façade in order to maintain and safeguard the structural integrity of the building; and

WHEREAS, the Agency solicited proposals for the rental of scaffolding; and

WHEREAS, Agency staff has determined that the proposal from Advanced Scaffold Services, LLC in the amount \$30,600 is a fair price for the services and recommends that the Board of Commissioners award a contract to Advanced Scaffold Services, LLC.

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

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

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

**NOW, THEREFORE, BE IT RESOLVED,** by the Board of Commissioners of the Jersey City Redevelopment Agency authorizes that action for heavy duty scaffolding from Advanced Scaffold Services, LLC in an amount not to exceed \$29,900.00. Included in the amount is \$2,500.00 for rental per month for six (6) months, \$11,400.00 to dismantle the sidewalk bridge and \$3,200.00 to pick up materials.

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

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 August 21, 2018.

RECORD OF COMMISSIONERS VOTE				
NAME	<u>AYE</u>	NAY	ABSTAIN	ABSENT
Donald R. Brown	1			1
Douglas Carlucci	/			
Evelyn Farmer				/
Erma D. Greene	<b>✓</b>			
Rolando R. Lavarro, Jr.				
Darwin R. Ona	<b>V</b>			
Daniel Rivera				

## Advanced Scaffold Services LLC

650 Route 46 West Clifton, NJ 07013

NY & NJ Office: 973-591-0220

CT Office: 860-542-2222

## **Estimate**

Project

Date	Estimate #
5/16/2018	4769

Name / Address	
JERSEY CITY REDEVELOPMENT AUTH. 66 YORK STREET JERSEY CITY, NJ 07302	

Ship To	
84 SIP AVENUE JERSEY CITY, NJ	

FOB

			-		1850
		KA			84 SIP AVENUE - J
Item	Description	Qty	,	Cost	Total
LABOR	LABOR TO DISMANTLE SIDEWALK BRIDGE			11,400.00	) 11.400.00T
TRUCKING	PICK UP MATERIAL			3.200.00	
HDSB RENTAL	HEAVY DUTY SIDEWALK BRIDGE RENTAL PER (28) DAYS WHICH SHALL BEGIN ON 7/1/18	7	1	2,550,00	5.200.001
	ALL RENTALS ARE PER (28) DAYS				
	EXCLUDES: 1. ALL OVER TIME 2. REPAIRS DUE TO DAMAGES CAUSED BY OTHERS 3. MAINTENANCE OF BRIDGE AND BRIDGE LIGHTING 4. TRAFFIC CONTROL / FLAGMEN				
Terms & Conditions	All quoted prices are subject to applicable sales and use taxes. Our prices are based upon our standard methods of tying-in the scaffolding to the building structure lag screw or similar anchors, unless otherwise specified. If, upon physical inspection, it becomes necessary to tie in by another method, an additional charge may be necessary.	f v		0.00	0.00
	TERMS:				

Terms

Rep

Subtotal
Sales Tax (6.625%)
Total

Signature

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY DESIGNATING EXETER THOMAS McGOVERN LAND URBAN RENEWAL, LLC, AS REDEVELOPER FOR PROPERTY LOCATED WITHIN THE LIBERTY HARBOR REDEVELOPMENT AREA

WHEREAS, Exeter Thomas McGovern Land Urban Renewal, LLC (hereinafter referred to as "Redeveloper"), has submitted an application to the Jersey City Redevelopment Agency (the "Agency") for the construction of a single-story 44 foot high building to contain approximately 95,808 square feet of industrial space with ancillary office space, 87 on-site parking spaces and 15 loading docks, within the Liberty Harbor Redevelopment Plan; and

**WHEREAS,** the site is located at Block 21508, Lot 2, also known by the street address of 295 McGovern Drive (the "Property"); and

WHEREAS, the newly constructed project includes approximately a single-story 44 foot high building to contain approximately 95,808 square feet of industrial space with ancillary office space, 87 on-site parking spaces and 15 loading docks (the "Project"); and

WHEREAS, the Project is located within the Liberty Harbor Redevelopment Plan Area and subject to the Plan; and

WHEREAS, the Redeveloper will comply with the zoning requirements as well as the Liberty Harbor Redevelopment Plan; and

WHEREAS, Exeter McGovern Land Urban Renewal, LLC, has requested designation as Redeveloper for this site; and

WHEREAS, the site is owned by Exeter McGovern Land Urban Renewal, LLC; and

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

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

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

- 1) Exeter McGovern Land Urban Renewal, LLC, is hereby designated Redeveloper for the development of property located at Block 21508, Lot 2, also known by the street address of 295 McGovern Drive, within the Liberty Harbor Redevelopment Area:
- The designation is contingent upon: (i) Redeveloper being responsible for and assuming all costs incurred by the Agency, including but not limited to appraisal, title, environmental, legal, property maintenance, etc., for the proposed project; and (ii) negotiation of a redevelopment agreement;
- The designation granted herein is for a 120 day period to expire on December 30, 2018, which period may be extended for a period of sixty (60) days if necessary at the sole discretion of the Agency's Executive Director.

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

Secretary 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 August 21, 2018.

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

L. AGENDA AUGUST-2018 295 Thomas McGovern- Reso wpd

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE CONDITIONAL DESIGNATION OF LANDMARK DEVELOPERS, LLC AS REDEVELOPER FOR PROPERTY LOCATED WITHIN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, by Resolution of the Board of Commissioners dated February 20, 2018, Landmark Developers, LLC (hereinafter "Developer") was designated Developer for the construction of a 120 unit hotel with ground floor amenities and associated parking, with a rustic brick base to blend with the industrial style surrounding buildings, as well as a restaurant and coffee shop which will be open to the public; and

**WHEREAS,** property is located at Block 20303, Lots 23, 24 and 25, more commonly known by the street address of 269-273 Communipaw Avenue; and

WHEREAS, the parties are continuing their negotiations; and

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

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

- 1) the above recitals are incorporated herein as if set forth at length;
- the designation of Landmark Developers, LLC for property located at Block 20303, Lots 23, 24 and 25, and more commonly known by the street address of 269-273 Communipaw Avenue, is hereby extended for 120 days thru December 30, 2018; and

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

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

Secretary Hry

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Special Meeting of August 21, 2018.

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

L. AGENDA AUGUST-2018 Reso-Extend Designation Landmark Developers wpd

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

WHEREAS, at its meeting dated July 30, 2018, the Board of Commissioners of the Jersey City Redevelopment Agency authorized the Agency to enter into Agreement No. 18-07-DN1 with Outlet Home Inspections, LLC; and

WHEREAS, the purpose of the agreement was to determine the extent and nature of rehabilitation needed to make the property habitable; and

WHEREAS, the vendor was unable to access all areas of building for a scheduled visit and needed to repeat the visit; and

WHEREAS, the parties are desirous of amending contract No. 18-07-DN1, in the amount of \$75.00 for a new total contract amount of \$1,400.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that: the above recitations are incorporated herein as if set forth at length; authorization be and is hereby given to the Agency to enter into an amendment of contract No. 18-07-DN1 with Outlet Home Inspections, LLC.

**BEIT 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 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 August 21, 2018

RECO	RD OF CO	MMISSION	ERS VOTE	
<u>NAME</u>	<u>AYE</u>	NAY	ABSTAIN	ABSENT
Donald R. Brown	$\checkmark$			
Douglas Carlucci	<b>V</b>			
Evelyn Farmer				1
Erma D. Greene	/			•
Rolando R. Lavarro, Jr.	V			
Darwin R. Ona	/			
Daniel Rivera				<b>/</b>

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY DESIGNATING 25 CLINTON AVENUE, LLC AS REDEVELOPER FOR PROPERTY LOCATED WITHIN THE SCATTER SITE REDEVELOPMENT AREA

WHEREAS, 25 Clinton Avenue, LLC (hereinafter referred to as "Redeveloper"), made a formal presentation to the Jersey City Redevelopment Agency (the "Agency") at its July 30, 2018 Board meeting for the construction of a four (4) story building consisting of a four (4) story residential building to contain approximately thirty (30) market rate rental units, within the Scatter Site Redevelopment Plan; and

WHEREAS, the site is located at Block 18801, Lot 5, also known by the street address of 21-25 Clinton Avenue (the "Property"); and

WHEREAS, the Project will be located within the Scatter Site Redevelopment Plan Area and the Redeveloper will comply with the zoning requirements in the Plan; and

WHEREAS, the Project will include approximately a four (4) story residential building to contain approximately thirty (30) market rate rental units, as well as providing infrastructure improvements as required (the "Project"); and

WHEREAS, staff has reviewed the application submitted and found it acceptable and are supportive of the proposed Project for the site and recommends the Redeveloper be designated as the developer of this Project.

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

- 25 Clinton Avenue, LLC, is hereby designated Redeveloper for the development of property located at Block 18801, Lot 5, also known by the street address of 21-25 Clinton Avenue, within the Scatter Site Redevelopment Area;
- The designation is contingent upon: (i) Redeveloper being responsible for and assuming all costs incurred by the Agency, including but not limited to appraisal, title, environmental, legal, property maintenance, etc., for the proposed project; and (ii) negotiation of a redevelopment agreement;
- The designation granted herein is for a 120 day period to expire on December 30, 2018, which period may be extended for a period of sixty (60) days if necessary at the sole discretion of the Agency's Executive Director.

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

Secretary Africa

		/~
Reso No	o. 18-08	17

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 August 21, 2018.

REC	ORD OF CO	MMISSION	ERS VOTE	
<u>NAME</u>	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	<b>V</b>			
Douglas Carlucci	/			,
Evelyn Farmer				
Erma D. Greene	<b>√</b>			
Rolando R. Lavarro, Jr.	<b>√</b>			
Daniel Rivera	,			/
Darwin R. Ona				

L. AGENDA AUGUST-2018 25 Clinton Av, LLC- Reso wpd



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY DESIGNATING GARDEN STATE EPISCOPAL AS REDEVELOPER FOR PROPERTY LOCATED AT 97-99 DWIGHT STREET IN THE TURNKEY REDEVELOPMENT AREA

WHEREAS, Garden State Episcopal has submitted a proposal and made a formal presentation to the Jersey City Redevelopment Agency to construct two (2) 2-family homes on Dwight Street; and

WHEREAS, the Agency owns property situated on Block 25804, Lots 10 & 9 otherwise known by the street address 97-99 Dwight Street respectively and is located with the Turnkey Redevelopment Area; and

WHEREAS, the two homes on Dwight Street will be new construction and will be for first time home buyers of moderate income per guidelines of the HOME program under the US Department of Housing and Urban Development; and

WHEREAS, Garden State Episcopal has requested designation as the Developer for this site; and

WHEREAS, as stated in their proposal, the Developer will comply with all the zoning requirements in the Turnkey Redevelopment Plan and as may be required by the Jersey City Planning Board and Agency staff.

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

1) the above recitals are incorporated herein as if set forth at length; and

- 2) Garden State Episcopal is hereby designated as Developer having the exclusive option to negotiate a Redevelopment Agreement with the Jersey City Redevelopment Agency for the acquisition property located at Block 25804, Lots 10 & 9 within the Turnkey Redevelopment Area; and
- 3) This designation is contingent upon Developer being responsible for and assuming all costs incurred by the Agency, including, but not limited to title, legal, etc. and is expressly contingent upon Redeveloper providing all funds necessary to acquire any and all property comprising the proposed project; and
- 4) The designation herein is for a 120 day period to expire on December 30, 2018 which period may be extended for a period of thirty (30) days if necessary at the sole discretion of the Agency's Executive Director.

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

Secretary 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 August 21, 2018.

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

19

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY DESIGNATING GARDEN STATE EPISCOPAL AS REDEVELOPER FOR PROPERTY LOCATED AT 92-94 STEGMAN STREET IN THE TURNKEY REDEVELOPMENT AREA

WHEREAS, Garden State Episcopal has submitted a proposal and made a formal presentation to the Jersey City Redevelopment Agency to construct two (2) 2-family homes on Stegman Street; and

WHEREAS, the Agency owned property is situated on Block 25804, Lots 10 & 9 with street addresses 92-94 Stegman Street respectively and is located with the Turnkey Redevelopment Area; and

WHEREAS, the two homes on Stegman Street will be new construction and will be for first time home buyers of moderate income per guidelines of the HOME program under the US Department of Housing and Urban Development; and

WHEREAS, Garden State Episcopal has requested designation as the Developer for this site; and

WHEREAS, as stated in their proposal, the Developer will comply with all zoning requirements in the Turnkey Redevelopment Plan and as may be required by the Jersey City Planning Board and Agency staff.

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

1) the above recitals are incorporated herein as if set forth at length; and

- 2) Garden State Episcopal is hereby designated as Developer having the exclusive option to negotiate a Redevelopment Agreement with the Jersey City Redevelopment Agency for the acquisition of property located at Block 25002, Lots 29 & 28 within the Turnkey Redevelopment Area; and
- 3) This designation is contingent upon Developer being responsible for and assuming all costs incurred by the Agency, including, but not limited to title, legal, etc. and is expressly contingent upon Redeveloper providing all funds necessary to acquire any and all property comprising the proposed project; and
- 4) The designation herein is for a 120 day period to expire on December 30, 2018 which period may be extended for a period of thirty (30) days if necessary at the sole discretion of the Agency's Executive Director.

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

Secretary Secretary

Reso.	No.	18.	-08

19

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 August 21, 2018.

RECORD OF COMMISSIONERS VOTE					
<u>NAME</u>	<u>AYE</u>	NAY	<u>ABSTAIN</u>	ABSENT	
Donald R. Brown			<b>√</b>		
Douglas Carlucci	V				
Evelyn Farmer				/	
Erma Greene	/			•	
Roland R. Lavarro, Jr	1				
Darwin R. Ona	1			,	
Daniel Rivera					

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING A REDEVELOPMENT AGREEMENT WITH MYNENI PROPERTIES, LLC, WITHIN THE WATER STREET REDEVELOPMENT AREA

WHEREAS, by Resolution of the Board of Commissioners of the Jersey City

Redevelopment Agency (the "Agency") dated August 18, 2015, Myneni Properties, LLC

(hereinafter "Redeveloper" or "Myneni") was designated as Redeveloper for the development of property located on Block 20403, Lots 1 and 2, more commonly known by the street address of 682

Route 440 within the Water Street Redevelopment Area, into an approximately 12 story-building with 120 residential units and ground floor commercial space (the "Project"); and

WHEREAS, the Project will be constructed in accordance with the terms and conditions of the Redevelopment Agreement and the Redevelopment Plan; and

WHEREAS, the Agency and Myneni have negotiated and agreed to a redevelopment agreement (hereinafter the "Agreement") in the form substantially attached hereto; and

WHEREAS, the execution of the Agreement and any future related agreements are required in order to implement the Project.

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;
- approval of the Redevelopment Agreement between the Jersey City Redevelopment Agency and Myneni Properties, LLC, is hereby authorized for execution in the form substantially attached hereto or as it may be modified by the Executive Director and

General Counsel as deemed necessary and appropriate;

3) the Chairman, Vice Chairman, Secretary and/or Executive Director are hereby authorized to execute any and all documents necessary to effectuate this Resolution subject to the review and approval of the Agency's General Counsel.

Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Meeting of August 21, 2018.

RECORD OF COMMISSIONERS VOTE				
NAME	<u>AYE</u>	NAY	ABSTAIN	ABSENT
Donald R. Brown	$\checkmark$			
Douglas Carlucci	V			
Evelyn Farmer				
Erma D. Greene	1			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				1
Darwin R. Ona	<b>/</b>			

L:\AGENDA\AUGUST-2018 Myneni Properties- Reso.wpd

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE TERM OF PROFESSIONAL SERVICES CONTRACT NUMBER 17-08-BD5 WITH ALAIMO GROUP FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES.

WHEREAS, the Agency desires to prepare a preliminary design plan for a public bikeway on Block 26704, Lot 5; Block 26704, Lot 4; Block 27804, Lot 13; and Block 28401, Lot 40 as part of the Morris Canal Greenway section through Country Village; and

WHEREAS, the Agency entered into professional services contract 17-08-BD5 with Alaimo Group (herein after "Alaimo") for a term of one (1) year to provide professional engineering consulting services on September 20, 2018 for an amount not to exceed \$75,000 for said services; and

WHEREAS, the term of Contract 17-08-BD5 is set to expire and the parties find it necessary to extend said contract to continue performance with no change in the original contracted amount or scope of work; and

WHEREAS, said contract has a remaining balance of \$58,108.75; and

WHEREAS, Alaimo Group has extensive experience as a professional engineering firm and said contract will be for a term not to exceed one (1) year through August 21, 2019; and

WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-5(1)(a)(i) et seq.) these services are professional services and therefore are exempt from public bidding.

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

1. The above recitals are incorporated herein as if set forth at length;

- 2. Professional Services Contract No. 17-08-BD5 is hereby extended for a term of one (1) year;
- 3. Said contract is hereby extended through August 21, 2019;
- 4. Said contract is to expend the remaining balance of \$58,108.75;
- 5. This resolution shall take effect immediately.

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

Diana Jeffrey, Acting Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board at its Regular Meeting of August 21, 2018.

RECO	RD OF CO	MMISSION	ERS VOTE	
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	<b>√</b>			
Douglas Carlucci	1			,
Evelyn Farmer				
Erma D. Greene	1			
Rolando R. Lavarro, Jr.	1			
Darwin R. Ona	1			
Daniel Rivera				

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING DIANA JEFFREY TO ATTEND THE GOVERNOR'S CONFERENCE ON HOUSING AND ECONOMIC DEVELOPMENT IN ATLANTIC CITY ON OCTOBER 2, 2018

WHEREAS, the 2018 Governor's Conference on Housing and Economic Development will be held on October 2 and 3, 2018 at the Waterfront Conference Center at Harrah's; and

WHEREAS, Diana Jeffrey, Executive Director have requested to attend the Governor's Conference; and

WHEREAS, the registration cost of the conference is \$250 per person and will also include overnight accommodations, meals, travel and therefore, a "per diem" will be issued to all parties.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that it here by approves Diana Jeffrey to attend the 2018 Governor's Conference on Housing and Economic Development on October 2, 2018.

Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at it meeting of August 21, 2018

REC	ORD OF CO	MMISSION	ERS VOTE	
<u>NAME</u>	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown				
Douglas Carlucci	<b>√</b>			
Evelyn Farmer				
Erma D. Greene	<b>V</b>			-
Rolando R. Lavarro, Jr.	<b>√</b>			***************************************
Daniel Rivera	<b>V</b>			
Darwin R. Ona	-			/

# RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING AN EMPLOYMENT CONTRACT BETWEEN THE AGENCY AND DIANA H. JEFFREY AS EXECUTIVE DIRECTOR/SECRETARY

WHEREAS, the Jersey City Redevelopment Agency has the major role and responsibility for the attainment of housing and commercial and industrial development, rehabilitation and relocation of the City of Jersey City; and

WHEREAS, this special obligation requires an organization to function under Title

N.J.S.A 40A:12A-1 et seq. with a special character and method of operating; and

WHEREAS, such an Agency requires stability and a strong measure of continuity in order to successfully achieve its purpose; and

**WHEREAS,** it would be in the best interests of the Agency to enter into an employment contract with its Executive Director; and

**WHEREAS**, Diana H. Jeffrey's education and professional experience meet or exceed statutory qualifications of <u>N.J.S.A</u> for the Executive Director's position.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency that the attached Employment Agreement between the Board and Diana H. Jeffrey for services as Executive Director/Secretary is hereby authorized and may be executed.

Secretary Phrey

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated August 21, 2018.

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

#### RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTIVE DIRECTOR TO BIND DIRECTORS AND OFFICERS LIABILITY COVERAGE

WHEREAS, the Jersey City Redevelopment Agency is desirous of continuing to maintain Directors & Officers Liability Insurance coverage in the amount of \$10,000,000 and;

WHEREAS, requests for proposals/quotations were sent out through the JCRA's insurance broker, Brown & Brown Metro, Inc.; and

WHEREAS, the incumbent carrier, Ace American Insurance Company/Hiscox submitted a quote for coverage with a total limit of liability of \$10,000,000 with a deductible of \$10,000, including terrorism coverage; and

WHEREAS, the cost for the policy will not exceed \$20,000.

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

1. The Executive Director, Chairman, Vice Chairman and or/Secretary be and are hereby authorized to either a) renew the current coverage and policy for Directors & Officers Liability Insurance with Ace American Insurance Company/ Hiscox or another carrier with coverages and limits of liability in amounts equal to those currently in effect.

2. The Executive Director is hereby authorized to pay the premium costs in an amount not to exceed \$20,000.

Secretary Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board at its meeting of August 21, 2018.

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT No. 18-01-DJ4 WITH ARCHER & GREINER, P.C. FOR SPECIAL LEGAL COUNSEL SERVICES IN VARIOUS REDEVELOPMENT AREAS CITYWIDE

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

WHEREAS, at its meeting dated January 16, 2018, the Board of Commissioners of the Jersey City Redevelopment Agency authorized the Agency to enter into Agreement No. 18-01-DJ4 with the Law Firm of Archer & Greiner, P.C., within the purview of N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, the parties are desirous of amending Agreement No. 18-01-DJ4, in the amount of \$100,000.00 for a new total contract amount of \$250,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that: the above recitations are incorporated herein as if set forth at length; authorization be and is hereby given to the Agency to enter into an amendment of Professional Services Agreement No. 18-01-DJ4 with the law firm of Archer & Greiner, P.C..

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 August 21, 2018

RECORD OF COMMISSIONERS VOTE												
<u>NAME</u>	<u>AYE</u>	NAY	ABSTAIN	ABSENT								
Donald R. Brown	1											
Douglas Carlucci	<b>/</b>											
Evelyn Farmer				/								
Erma D. Greene	<b>\</b>											
Rolando R. Lavarro, Jr.	<b>\</b>											
Darwin R. Ona	/											
Daniel Rivera				/								

## RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY TO AMEND THE REGULAR MEETING SCHEDULE

**BE IT RESOLVED** by the Jersey City Redevelopment Agency (the "**Agency**"), that the following matters are hereby determined in accordance with the provisions of the *Open Public Meetings Act*, *N.J.S.A.* 10:4-6 *et seq.*:

- 1. The regular meetings of the Agency until the next reorganization meeting of the Agency shall be held at the Community Education and Recreation Center (CERC) at 180 Ninth Street, Room 120, Jersey City, New Jersey, on the third Tuesday of each month (unless otherwise noted) at 6:00 p.m. on the dates set forth in **Exhibit A** attached hereto.
- 2. A certified copy of this Resolution shall be posted within seven (7) days after the date of adoption in the offices of the Agency, located at 66 York Street, Floor 3, Jersey City, New Jersey, and the offices of the City of Jersey City, located at 280 Grove Street, Jersey City, New Jersey, and mailed by the Secretary to The Jersey Journal and The Star-Ledger, the newspapers designated by the Agency to receive all notices, and filed with the Clerk of the City of Jersey City.
- A copy of this Resolution shall be available for public inspection at the offices of the Agency.
- 4. This Resolution shall take effect immediately.

Secretary Secretary

Certified to be true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its regular meeting of August 21, 2018.

RECORD OF COMMISSIONERS VOTE										
NAME	AYE	NAY	ABSTAIN	ABSENT						
Donald R. Brown										
Douglas Carlucci										
Evelyn Farmer				/						
Erma D. Green	1									
Rolando R. Lavarro, Jr.	1									
Darwin R. Ona	1			····						
Daniel Rivera										

#### EXHIBIT A 2018-2019 REGULAR MEETING SCHEDULE

All meetings will be held at 6:00 pm at Community Education and Recreation Center, 180 Ninth Street, Room 120, Jersey City, New Jersey.

Monday, September 17, 2018\* Tuesday, October 16, 2018 Tuesday, November 20, 2018 Tuesday, December 18, 2018 Tuesday, January 21, 2018

\*Meeting to be held on Monday rather than Tuesday.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING PROFESSIONAL SERVICES AGREEMENT NO. 18-08-JS2 WITH FERRAIOLI, WIELKOTZ, CERULLO AND CUVA, P.A. FOR ACCOUNTING/FINANCIAL SERVICES

WHEREAS, the Jersey City Redevelopment Agency is in need of an independent accountant for the preparation of financial statements, reports, schedules, and other necessary documents to be submitted to the auditing firm on a quarterly basis and other financial consulting services; and

WHEREAS, Ferraioli, Wielkotz, Cerullo, and Cuva, P.A. is hereby qualified to enter into a Professional Services Agreement with the Jersey City Redevelopment Agency for these services; and

WHEREAS, the anticipated term of this contract is one (1) year commencing August 21, 2018 through August 21, 2019; and

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

**WHEREAS**, the firm is also qualified and authorized to provide Chief Financial Officer services in accordance to the attached proposal for monthly rate of \$7,500.00; 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, Agency staff recommends entering into said contract, for a term of one (1), for said amount; and WHEREAS, said services are of a professional nature as to come within the purview of N.J.S.A. 40A:11-5(1)(a)(i) as being a contract for rendition of professional services that do not require competitive bidding; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that Contract No. 18-08-JS2 for internal accounting and financial services be awarded to Ferraioli, Wielkotz, Cerullo, and Cuva, P.A. 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, Secretary and/or Acting Executive Director 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.

Secretary Horry

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at it meeting of August 21, 2018.

REC	ORD OF CO	MMISSION	ERS VOTE	
<u>NAME</u>	<u>AYE</u>	NAY	ABSTAIN	ABSENT
Donald R. Brown	<b>✓</b>			
Douglas Carlucci	1			
Evelyn Farmer				1
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	<b>✓</b>			
Daniel Rivera				<b>/</b>
Darwin R. Ona	<b>/</b>			

### RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE CLOSE OUT OF CONTRACT NO.17-10-BA2 FOR ACCOUNTING/FINANCIAL SERVICES

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency at its meeting of October 17, 2017 authorized execution of a Professional Services Contract with Hodulik & Morrison, PA for accounting/financial services; and

WHEREAS, the Agency's General Counsel determined that it is in the best interests of the Agency to close out of the professional services agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Jersey City Redevelopment Agency hereby authorizes the termination of Professional Services Agreement No. 17-10-BA2 with Hoduilk & Morrison, PA.

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

Secretary 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 August 21, 2018

RECO	RD OF CO	MMISSION	ERS VOTE	
<u>NAME</u>	AYE	NAY	<u>ABSTAIN</u>	ABSENT
Donald R. Brown	<b>/</b>			
Douglas Carlucci	1			
Evelyn Farmer				/
Erma D. Greene	<b>✓</b>			•
Rolando R. Lavarro, Jr.	<b>       </b>			
Daniel Rivera				1
Darwin R. Ona	1			

## RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE ACCOUNTS/INVOICES PAYABLE LIST AS OF AUGUST 21, 2018

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of August 21, 2018.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the Accounts/Invoices Payable List as of August 21, 2018 be approved as presented.

Secretary Horry

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated August 21, 2018.

RECORD OF COMMISSIONERS VOTE												
<u>NAME</u>	<u>AYE</u>	NAY	ABSTAIN	ABSENT								
Donald R. Brown	/											
Douglas Carlucci	/											
Evelyn Farmer				1								
Erma D. Greene	/											
Rolando R. Lavarro, Jr.	/		***************************************									
Daniel Rivera	,			1								
Darwin R. Ona												

# Jersey City Redevelopment Agency Cash Requirements Report August 21, 2018 Board Meeting

BOUQUETS & BASKETS	BOUQUETS & BASKETS	ANCHER & GREINER, P.C.														ARCHER & GREINER, P.C.		AMERICAN BANKERS INSURANCE · 8/21/2018	AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA		ALAIMO GROUP		ALAIMO GROUP		AFLAC	AFLAC		ADMIRAL INSURANCE COMPANY		66 YORK STREET, LLC	66 YORK STREET, LLC	66 YORK STREET, LLC	66 YORK STREET, LLC	Vendor Name
8/21/2018		8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018			8/21/2018	COMPANY		8/21/2018	8/21/2018			8/21/2018			8/21/2018		8/21/2018	8/21/2018	8/21/2018		Due Date
6/19/2018		8///2018	8/7/2018	8/7/2018	8/7/2018	8/7/2018	8/7/2018	8/7/2018	7/5/2018	7/5/2018	7/5/2018	8/7/2018	8/7/2018	7/5/2018	7/5/2018		Totals for	7/15/2018	OF FLORID,		6/30/2018	5/31/2018			8/13/2018			6/22/2018		8/13/2018	2/1/2018	8/9/2018		Invoice Date
43378-1		4129059	4129058	4129045	4129046	4129057	4129055	4129050	4125370	4125371	4125368	4129048	4129056	4125485	4125369		AMERICAN BANKERS	69002118302017	Р		104840	104575			909321	lotal		AI085418D-1		A/C # 10-5201-00	2-2018	September 2018		Invoice Number
Funeral Arrangement - Gus Salerno  Totals for BOUQUETS & BASKETS:	Totals for ARCHER & GREINER, P.C.:	Legal Services - Exeter Thomas McGovern Ur	Legal Services - NJ Transit	Legal Services - Point Capital/Suydam Partne	Legal Services - 423 Grand Street	Legal Services - Bates Street Red	Legal Services - Water Street Red Myneni	Legal Services - Ash Street Redevelopment	Legal Services - Ash Street Redevelopment	Legal Services - 61-63 Sip Ave	Legal Services - 423 Grand Street (G&S)	Legal Services - LMD#13 Urbn Rnwl to FDA	Legal Services - 61-63 Sip Ave	Legal Services - Bates Street Redevelopment	Legal Services - LMD#13 Urbn Rnwl to FDA		Totals for AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA:	Betz-Cerc - Flood Insurance Renewal		Totals for ALAIMO GROUP:	Engineering Planning Svcs - JC Greenway/Acc	Engineering Planning Svcs - JC Greenway/Acc		Totals for AEI AC:	Policy Deduction for Agency Employees - Aug	lotals for ADMIRAL INSURANCE COMPANY:	- Deductible \$3,000	Willie Bootty - Deductible \$5 000	Totals for 66 YORK STREET, LLC:	Electric Utility Payment for 66 York St.	Monthly Operating Expenses	Rent for 66 York Street 09/18		Invoice Description
\$195.00 \$195.00	\$62,057.03	\$990.00	\$3,382.50	\$9,030.00	\$5,360.30	\$4.371.00	\$990.00	\$1.512.50	\$715.00	\$2,200.00	\$6.736.30	\$4,876.05	\$912.70	\$14,630.00	\$6,350.68		\$3,323.00	\$3,323.00		\$4,325.00	\$1,947.50	\$2,377.50	6072.20	\$302.28	\$392.28	\$1,126.29	\$1,120.29	\$1 126 20	\$10,699.90	\$648.52	\$250.00	\$9,801.38		Invoice Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	60.00	00.00	\$0.00	\$0.00	\$0.00	9000	\$0.00	\$0.00	\$0.00	\$0.00		Potential Discount Discount Expires On
\$195.00 \$195.00	\$62,057.03	\$990.00	\$3,382.50	\$9,030.00	\$5,360.30	\$4.371.00	\$90.00	\$1 512 50	\$2,200.00	\$0,750.50	\$6,736,30	\$4 876.05	\$912.70	\$14,630,00	\$6 350 68	3.	\$3,323.00	\$3,323.00		\$4,325.00	\$1,947.50	\$2.377.50	3392.28	\$202.20	£307.78	\$1,126.29	\$1,126.29		\$10,699.90	\$648.52	\$250.00	\$9 801 38		Net Amount Due

DRESDNER ROBIN ENVIRON MGMT DRESDNER ROBIN ENVIRON MGM ( )	DIANA JEFFREY	DAVISON, EASTMAN & MUNOZ, PA DAVISON, EASTMAN & MUNOZ, PA DAVISON, EASTMAN & MUNOZ, PA DAVISON, EASTMAN & MUNOZ, PA	CRYSTAL POINT CONDOMINIUM ASSOC CRYSTAL POINT CONDOMINIUM A 8/21/2	COMCAST COMCAST	CME ASSOCIATES CME ASSOCIATES	CASH  CHRISTOPHER FIORE  CHRISTOPHER FIORE	BROWNFIELD REDEVELOPMENT S	Vendor Name
8/21/2018 8/21/2018 8/21/2018 8/21/2018 8/21/2018 8/21/2018	8/21/2018	8/21/2018 8/21/2018 8/21/2018	<b>NSOC.</b> 8/21/2018	8/21/2018 8/21/2018	8/21/2018	8/21/2018 8/21/2018	8/21/2018 8/21/2018 8/21/2018 8/21/2018 8/21/2018 8/21/2018	Due Date
6/14/2018 7/23/2018 7/9/2018 7/9/2018 7/9/2018	7/31/2018	7/9/2018 7/9/2018 1/2/2018	8/13/2018	7/28/2018 7/16/2018	7/31/2018	8/13/2018	8/9/2018 8/9/2018 8/9/2018 8/9/2018 8/9/2018	Invoice Date
12331 12426 12355 12356 12357	July	357441 3557440 351598 <i>Totals</i>	A/C # 10-5205-00 Totals for CR	66 York St 665 Ocean Ave	0227604	Petty Cash July	4006 4009 4005 4007 4008 Totals for BROWN	Invoice Number
Environmental Svcs - Berry Lane Park Environmental Svcs - Berry Lane Park Environmental Svcs - Chromium Environmental Svcs - Berry Lane Park Environmental Svcs - Berry Lane Park	Travel Expense Reimbursement  Totals for DIANA JEFFREY:	Legal Services - Barnabus Health Legal Services - Bayfront Redevelopment Legal Services - Bayfront Redevelopment Legal Services - Bayfront Redevelopment Totals for DAVISON, EASTMAN & MUNOZ, PA:	Totals for COMCAST:  10-5205-00 Monthly Maintenence Fee  Totals for CRYSTAL POINT CONDOMINIUM ASSOC.:	Totals for CME ASSOCIATES: Comcast Business Cable Comcast Business Internet	Totals for CHRISTOPHER FIORE: Professional Services - Redevelopment Planni	Replenishment of Petty Cash  Totals for CASH:  Travel Expense Reimbursement	Doole Environmental Svcs - Grand Jersey Oversight & Mgmt Svcs for EPA Haz Sub Environmental Svcs - 25 Ege Avenue Oversight & Mgmt Svcs for EPA - RLF Environmental Svcs - Petro Environmental Svcs - Petro Totals for BROWNFIELD REDEVELOPMENT SOLUTIONS:	Invoice Description
\$1,047.50 \$1,450.00 \$6,929.97 \$16,950.55 \$17,926.75	\$65.41 \$65.41	\$1,304.16 \$647.25 \$877.50 \$2,828.91	\$234.22 \$149.53 \$149.53	\$612.50 \$147.28 \$86.94	\$30.96 \$612.50	\$350.00 \$350.00 \$30.96	\$1,005.00 \$1,132.50 \$770.00 \$550.00 \$267.50 \$3,725.00	Invoice Balance
\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	Potential Discount Discount Expires On
\$1,047.50 \$1,450.00 \$6,929.97 \$16,950.55 \$17,926.75	\$65.41 \$65.41	\$1,304.16 \$647.25 \$877.50 \$2,828.91	\$234.22 \$149.53 \$149.53	\$612.50 \$147.28 \$86.94	\$30.96 \$612.50	\$350.00 \$350.00 \$30.96	\$1,005.00 \$1,132.50 \$770.00 \$550.00 \$267.50 \$3,725.00	Net Amount Due

IN-LINE AIR CONDITIONING CO.,	HUDSON REPORTER ASSOC. LP HUDSON REPORTER ASSOC. LP	HOME DEPOT CREDIT SERVICES	HOME DEPOT CREDIT SERVICES		GLUCK WALRATH LLP	GLUCK WALRATH LLP	GLUCK WALRAIH LLP	GLUCK WALRATH LLP	GLUCK WALRATH LLP	GLUCK WALRATH LLP	GLUCK WALRATH LLP	GLUCK WALRATH LLP		FLORIO KENNY RAVAL, LLP	FLORIO KENNY RAVAL, LLP	FLORIO KENNY RAVAL, LLP FLORIO KENNY RAVAL, LLP		FERRAIOLI, WIELKOTZ, CERULLO &	FERRAIOLI, WIELKOTZ, CERULLO & CUVA FERRAIOLI, WIELKOTZ, CERULLO & 8/21/201		FEDERAL EXPRESS	FEDERAL EXPRESS		ERIC M. BERNSTEIN & ASSOCIATES, LLC ERIC M. BERNSTEIN & ASSOCIATES 8/21/2018		Vendor Name				
	8/21/2018	8/21/2018			8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018			8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018		8/21/2018	& CUVA 8/21/2018		8/21/2018			S, LLC 8/21/2018		Due Date
	7/31/2018	7/20/2018			8/2/2018	8/2/2018	8/2/2018	8/2/2018	8/2/2018	8/2/2018	8/2/2018			6/30/2018	1/1/2018	4/30/2018	3/31/2018	5/31/2018	1/1/2018	1/1/2018		8/13/2018	8/13/2018		8/13/2018			8/6/2018		Invoice Date
Tota	1695	4201062 Total			40193	40194	40192	40191	40188	40189	40187			110661	108143	109815	109416	110235	108147	107920	Totals for FER	0801	0802		6-273-95289	lotals for EX	1	54254	Totals t	Invoice Number
Totals for HUDSON REPORTER ASSOC. LP:	Public Notice Regarding Meeting	292 Martin Luther King Drive Totals for HOME DEPOT CREDIT SERVICES:	lotals for GLUCK WALRATH LLP:	T-1-1-5-01-10% W. D.	Professional Services - 364-366 Palisade	Professional Services - 142 Blood Avenue	Professional Services - 201 New York Avenue	Professional Services -248 Grove Street	Professional Services - 332 Whiton Street	Professional Services - 9 Myrtle	Professional Services - APRA		Totals for FLORIO KENNY RAVAL, LLP:	Professional Services - JCRA to Bayonne MU	Professional Services - 100 Monitor	Professional Services - 100 Monitor	Totals for FERRAIOLI, WIELKOTZ, CERULLO & CUVA:	Balance Due for 12/31/17 Audit	Accounting Services - Audit & Addiditonal A	Totals for FEDERAL EXPRESS:	Overnight Deliveries	lotals for ERIC M. BERNSTEIN & ASSOCIATES, LLC:		Professinal Services - BLP Landscaping	Totals for DRESDNER ROBIN ENVIRON MGMT:	Invoice Description				
\$89.52	\$89.52	\$3,198.56 \$3,198.56	\$7,980.62		\$601.57	\$632.50	\$1,199.86	\$1,210.00	\$2,557.11	\$52.50	\$852.08		\$5,180.00	\$700.00	\$350.00	\$665.00	\$262.50	\$2,660.00	\$420.00	\$122.50	\$24,590.00	\$12,500.00	\$12,090.00	\$352.68	\$352.68	\$787.50		\$787.50	\$44,304.77	Invoice Balance
\$0.00	\$0.00	\$0.00 \$0.00	\$0.00	0000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	Potential Discount Discount Expires On
\$89.52	\$89.52	\$3,198.56 \$3,198.56	\$7,980.62	#001.07	\$875.00 \$601.57	\$632.50	\$1,199.86	\$1,210.00	\$2,557.11	\$52.50	\$852.08	13	\$5,180.00	\$700.00	\$350.00	\$665.00	\$262.50	\$2,660.00	\$420.00	<b>\$</b> 122.50	\$24,590.00	\$12,500.00	\$12,090.00	\$352.68	\$352.68	\$787.50		\$787.50	\$44,304.77	Net Amount Due

LAW OFFICE OF JOHAN B KIMMELSTIRL LLC	LANGAN ENGINEERING & ENVIRO 8/21		KINNEY LISOVICZ REILLY & WOLF 8/21	KINNEY I ISOVICZ BEILLY & WI	JOHNNY ON THE SPOT, LLC JOHNNY ON THE SPOT, LLC	JOHNNY ON THE SPOT, LLC	JM SORGE, INC.	JM SORGE, INC.	Jesamil Suazo	Jesamil Suazo	2	JC MUNICIPAL UTILITIES AUTHORI 8/21/2018		J & B LANDSCAPE, INC.	J & B LANDSCAPE, INC.		INTEGRA REALTY RESOURCES - NO	INTEGRA REALTY RESOURCES - NC 8/21/2018 INTEGRA REALTY RESOURCES - NC 8/21/2018	INTEGRA REALTY RESOURCES - NORTHERN NJ		IN-LINE AIR CONDITIONING CO.,	IN-LINE AIR CONDITIONING CO.,	IN-LINE AIR CONDITIONING CO.,	IN-LINE AIR CONDITIONING CO.,	IN-LINE AIR CONDITIONING CO.,	Vendor Name
MELSTIRL LLC	RONME (O 8/21/2018		LF 8/21/2018		8/21/2018 8/21/2018		8/21/2018		8/21/2018	8/21/2018		ORI 8/21/2018	2	8/21/2018				- NC 8/21/2018	S - NORTHERN		, 8/21/2018				, 8/21/2018 8/21/2018	Due Date
	8/14/2018		6/30/2018		8/1/2018 8/2/2018		7/12/2018		8/14/2018	8/8/2018		7/19/2018		7/21/2018			8/2/2018	8/2/2018	S		7/25/2018	7/25/2018	7/16/2018	7/2/2018	7/17/2018	Invoice Date
Totals for	LAN 0282317	Totals for	8986		0000483501 0000481615		35217		Reimbursement	Paimhurcament	Totals	30306348540000		27654		Totals for INTEGRA	19451	19450		70	48705	0000048708	0000048718	0000048542	0000048741	Invoice Number
Totals for LANGAN ENGINEERING & ENVIRONME:	Professional Svcs - Bayfront Redevelopment	Totals for KINNEY LISOVICZ REILLY & WOLFF PC:	Professional Services - 311-315 MLK	Totals for JOHNNY ON THE SPOT, LLC:	BLP - 1000 Garfield Avenue BLP - 1000 Garfield Avenue	Totals for JM SORGE, INC.:	Professional Services - JCRA Grand Street	Totals for Jesamil Suazo:	Reimbursement for Dental - Self		Totals for JC MUNICIPAL UTILITIES AUTHORI:	Water Charges - 665 Ocean Avenue	Totals for J & B LANDSCAPE, INC.:	Betz-Cerc- Monthly Maintenance	THE TREE OF THE TR	Totals for INTEGRA REALTY RESOLIRCES - NORTHERN N.F.	Apprisal Svcs - 67 Clerk Street	Malave, Jose & John - 248 Grove St 0187		Totals for IN-LINE AIR CONDITIONING CO.,:	Betz-Cerc-HVAC Spring/Summer Start Up	665 Ocean Avenue - Filter sizes on Equipmen	Betz-Cerc - Services Rendered for Room 201	Betz-Cerc - Services Rendered for Room 201	Betz-Cerc - Services Required RTU 3	Invoice Description
\$1,137.50	\$1,137.50	\$490.00	\$490.00	\$1,948.82	\$255.65 \$1,693.17	\$1,720.00	\$1,720.00	\$480.00	\$100.00		\$313.95	\$313.95	\$1,097.50	\$1,097.50	\$6,525.00	00 565 83	\$2,750.00	\$525.00		\$12,332.72	\$3,447.96	\$325.00	\$771.90	\$267.74	\$347.16	Invoice Balance
\$0.00	<b>\$</b> 0.00	\$0.00	\$0.00	\$0.00	<b>\$</b> 0.00	\$0.00	\$0.00	\$0.00	<b>\$</b> 0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	5000	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	*0.00 0.00	\$0.00	\$0.00	Potential Discount Discount Expires On
\$1,137.50	\$1,137.50	\$490.00	\$490.00	\$1,948.82	\$255.65 \$1,693.17	\$1,720.00	\$1,720.00	\$480.00	\$380.00 \$100.00		\$313.95	\$313.95	\$1,097.50	\$1,097.50	\$8,525.00		\$5,250.00 \$2,750.00	\$525.00		\$12,332.72	\$3,447.96	\$325.00	\$7,072.87	\$267.74	\$347.16	Net Amount Due

# Jersey City Redevelopment Agency Cash Requirements Report August 21, 2018 Board Meeting

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice	Potential Discount	Not Amount Dis
LAW OFFICE OF JOHAN B KIMMELS	S 8/21/2018	8/21/2018	332 Whiton	Condemnation of 332 Whiton Street	\$40,050.00	\$0.00	\$40,050.00
			Totals for LAW	Totals for LAW OFFICE OF JOHAN B KIMMELSTIRL LLC:	\$40,050.00	\$0.00	\$40,050.00
MARIA E. AGUILAR-AMBROSSI							
MANIA E. AUGILAN-AMBROSSI	8/21/2018	8/14/2018	Keimbursement	Reimbursement for Dental - Self	\$2,152.50	\$0.00	\$2,152.50
				Totals for MARIA E. AGUILAR-AMBROSSI:	\$2,152.50	\$0.00	\$2,152.50
MARYPAT NOONAN	8/21/2018	8/8/2018	Reimhusrsement	Reinhurcement for Dental Comico			) ) ) )
MARYPAT NOONAN	8/21/2018	8/20/2018	Reimbursement	Reimbursement for Food for Bd Meeting	\$251.90	\$0.00	\$251.90
				Totals for MARYPAT NOONAN:	\$561.90	\$0.00	\$561.90
MCMANIMON, SCOTLAND & BAUMANN, LLC	MANN, LLC						
MCMANIMON, SCOTLAND & BAU	8/21/2018	2/22/2018	155231	Professional Services -405/407 Ocean Avenue	\$70.00	\$0.00	\$70.00
MCMANIMON, SCOTLAND & BAU	8/21/2018	4/23/2018	155232	Professional Services -405/407 Ocean Avenue	\$717.50	\$0.00	\$717.50
MCMANIMON SCOTT AND & BALL	8/21/2018	5/31/2018	155233	Professional Services -405/407 Ocean Avenue	\$962.50	\$0.00	\$962.50
MCMANIMON, SCOTLAND & BAU	8/21/2018	7/31/2018	155624	Professional Services - M&M 440 Retail Matt	\$1,1/5.32	\$0.00	\$1,175.32
MCMANIMON, SCOTLAND & BAU	8/21/2018	6/15/2018	154604	Professional Services - Grand Jersey LHN III	\$122.50	\$0.00	\$122.50
MCMANIMON, SCOTLAND & BAU	8/21/2018	7/31/2018	155625	Professional Services - Namdar-Homestead	\$332.50	\$0.00	\$332.50
MCMANIMON SCOTT AND & BATT	8/21/2018	7/31/2018	155618	Professional Services - Jersey Avenue Statco E	\$141.00	\$0.00	\$141.00
MCMANIMON, SCOTLAND & BAU	8/21/2018	7/31/2018	155615	Professional Services - West Campusker 3B	\$480.00	\$0.00	\$480.00
MCMANIMON, SCOTLAND & BAU	8/21/2018	6/15/2018	154605	Professional Services - China Construction An	\$210.00	\$0.00	\$210.00
MCMANIMON, SCOTLAND & BAU	8/21/2018	7/31/2018	155623	Professional Services - Bayfront/Honeywell	\$7,821.85	\$0.00	\$7,821.85
MCMANIMONI SCOTI AND & BAU	8/21/2018	7/31/2018	155619	Professional Services - Powerhouse Project	\$3,628.10	\$0.00	\$3,628.10
MCMANIMON SCOTI AND & BALL	8/10/2018	5/21/2018	155237	Professional Services - M&M 440 Retail Matt	\$910.00	\$0.00	\$910.00
MCMANIMON, SCOTLAND & BAU	8/21/2018	4/23/2018	155228	Professional Services - Vocas Theatra	\$332.50	\$0.00	\$332.50
MCMANIMON, SCOTLAND & BAU	8/21/2018	5/31/2018	155230	Professional Services - Jersey Avenue & Baum	\$2.136.06	\$0.00	\$2 136.06
MCMANIMON, SCOTLAND & BAU	8/21/2018	2/22/2018	155229	Professional Services - PPG Redevelopment	\$2,292.50	\$0.00	\$2,292.50
MCMANIMON, SCOTLAND & BAU	8/21/2018	7/31/2018	155620	Professional Services - 405-407 Ocean Avenu	\$227.50	\$0.00	\$227.50
MCMANIMON SCOTT AND & BAU	8/21/2018	7/31/2018	155629	Professional Services - 292 MLK	\$1,470.00	\$0.00	\$1,470.00
MCMANIMON, SCOTLAND & BAU	8/21/2018	7/31/2018	155626	Professional Services - Whitlock Mills	\$630.00	\$0.00	\$630.00
MCMANIMON, SCOTLAND & BAU	8/21/2018	7/31/2018	155621	Professional Services - Heavenly Temple	\$451.71	\$0.00	\$3,129.33
MCMANIMON, SCOTLAND & BAU	8/21/2018	7/31/2018	155627		\$6.990.00	\$0.00	\$6 990.00
MCMANIMON, SCOTLAND & BAU	8/21/2018	7/31/2018	155610	Professional Services - Berry Lane Park Matte	\$3,379.29	\$0.00	\$3,379.29
MCMANIMON, SCOTLAND & BAU	8/21/2018	7/31/2018	155617	Professional Services - Argent - Aetna Monmo	\$4,376.42	\$0.00	\$4,376.42
MCMANIMON, SCOTI AND & BAU	8/21/2018	7/31/2018	155622	Professional Services - 8 Aetna	\$2,040.78	\$0.00	\$2,040.78
MCMANIMON, SCOTI AND & BALL	8/21/2018	5/31/2018	155651	Legal Services - One Journal Sq/Kushnr Liiga	\$1,763.78	\$0.00	\$1,763.78
MCMANIMON SCOTLAND & BAU	8/21/2018	4/23/2018	155236	Professional Services - Tonnele Avenue	\$1,325.56	\$0.00	\$1,325.56
MCMANIMON, SCOTLAND & BAU	8/21/2018	4/23/2018	155234	Professional Services - Ionnele Avenue  Professional Services - Brandywine	\$4,815.19	\$0.00	\$4,815.19
				The state of the s	QT,0/0./T	60.00	\$4,3/3./4

TOSHIBA FINANCIAL SERVICES TOSHIBA FINANCIAL SERVICES	The Law Offices of Wanda Chin Monahi 8/21/2018	THE EVENING JOURNAL ASSOCIAT 8/21/2018  The Law Offices of Wanda Chin Monahan 11 C	STAPLES CREDIT PLAN  STAPLES CREDIT PLAN  8/2	OTABLE OFFICE PLECTNIC & UAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS			POTOMAC-HUDSON ENVIRONMENTAL I POTOMAC-HUDSON ENVIRONMEN 8/21/		Vendor Name
8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018	8/21/2018	•		<b>TAL I</b> 8/21/2018		Due Date
8/13/2018	7/2/2018	8/9/2018	8/5/2018	//20/2018	7/17/2018	7/20/2018	7/20/2018	7/20/2018	7/20/2018	7/23/2018	7/20/2018	7/25/2018	7/19/2018	7/19/2018	7/19/2018	7/19/2018	7/20/2018	7/20/2018	7/20/2018	7/19/2018	7/20/2018			8/6/2018		Invoice Date
S/N SCHJF12003	479 Totals for The La	July/2018 Totals for	6011 1000 6095 467	72 337 634 18 Totals i	42 497 031 18	72 729 975 08 72 729 971 09	72 729 976 05	72 729 972 06 72 729 973 03	72 729 977 02	72 729 979 07	72 729 978 18	72 774 982 08	70 455 646 00	70 455 651 00	70 455 161 18	70 451 417 18	72 357 633 02	72 357 631 08	72 357 632 05	70 456 636 09	77 770 074 00	lotals for Po	T-1-1-6-0	1 (PHE # 18.565.1)		Invoice Number
Monthly Lease Payment - Toshiba Copier	Legal Services - PSE&G/Hampshire Totals for The Law Offices of Wanda Chin Monahan, LLC:	Public Notice-Articles for the Month of July 2  Totals for THE EVENING JOURNAL ASSOCIATIO:	Office Supplies  Totals for STAPLES CREDIT PLAN:	Totals for PUBLIC SERVICE ELECTRIC & GAS:	25 Journal Square	665 Ocean Avenue - Apt. 3A 665 Ocean Avenue - Apt. 2A	665 Ocean Avenue - Apt. 3B	665 Ocean Avenue - Apt. 2B 665 Ocean Avenue - Apt. 2C	665 Ocean Avenue - Apt. 3C	662 Ocean Avenue (Office A)	665 Ocean Avenue - Ant 3D	152 MIK Drive	407 Ocean Avenue FL 2	405 Ocean Avenue - (HSE)	405 Ocean Avenue - FL 3	407 Ocean Avenue - (HSE)	292 MKL Drive (HSE)	292 MKL Drive - FL 1	292 MKI, Drive - FI . 2	405 Ocean Avenue (Office)	665 David Arrama And 3D	TOTALS FOR FOIL OMACHOUSON ENVIRONMENTAL I:		Environmental Services for Kellog Street CSO	Totals for PHILLIP A. ORPHANIDIS:	Invoice Description
\$1,260.50	\$280.00 \$280.00	\$1,759.13 \$1,759.13	\$282.88 \$282.88	\$4,645.77	\$2,595.55	\$71.33 \$111.75	\$78.86	\$106.13 \$75.54	\$58.04	\$652.04	\$43.20	\$96.28	\$20.32	\$28.71	\$25.09	\$63.40	\$72.51	\$103.92	\$65.72	\$33.00		\$1,402.70		\$1 402 70	\$8.45	Invoice Balance
\$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		<b>\$</b> 0.00	\$0.00	Potential Discount Discount Expires On
\$1,260.50	\$280.00 \$280.00	\$1,759.13 \$1,759.13	\$282.88 \$282.88	\$62.73 \$4,645.77	\$2,595.55	\$71.33 \$111.75	\$78.86	\$106.13 \$75.54	\$58.04	\$652.04	\$240.31	\$96.28	\$20.32	\$28.71	\$25.09	\$63.40	\$72.51	\$103.92	\$65.72	\$33.08		\$1,402.70	£ 5, 10 £ 170	<b>\$</b> 1 402 70	\$8.45	Net Amount Due

### Jersey City Redevelopment Agency Cash Requirements Report August 21, 2018 Board Meeting

		XEROX CORPORATION 8/21/2018 7/20/2018 093867955		018 5/31/2018	WILMINGTON TRUST FEE COLLECTIONS		WILLIAM J. GUARINI, INC. 8/21/2018 8/3/2018 WG34609	WILLIAM I GIJARINI INC		W. B. MASON CO., INC. 8/21/2018 7/30/2018 I57268048	W. B. MASON CO., INC. 8/21/2018 7/31/2018 157316073	W. B. MASON CO., INC.		VERIZON 8/21/2018 8/15/2018 9811578374	VERIZON		UNITED WAY OF HUDSON COUNT 8/21/2018 8/2/2018 08/02/18	UNITED WAY OF HUDSON COUNTY		TWIN ROCKS SPRING WATER 8/21/2018 8/9/2018 5548879	TWIN ROCKS SPRING WATER 8/21/2018 7/12/2018 5543916	TWIN ROCKS SPRING WATER		Vendor Name Due Date Invoice Invoice
GRAND TOTALS:	Totals for XEROX CORPORATION:	55 Copy Machine	Totals for WILMINGTON TRUST FEE COLLECTIONS:	20180531-57849-A Debt Service Fund - 3001120 JCRA JS		Totals for WILLIAM J. GUARINI, INC.:	9 Replaced the 6" OS&Y -25 Journal Square		Totals for W B MASON CO INC.		73 Office Supplies		Totals for VERIZON:	374 Usage of Phones		Totals for UNITED WAY OF HUDSON COUNTY:	Professional Management of a Social Serv. Pr		Totals for TWIN ROCKS SPRING WATER:	Water & Cooler Rental	Spring Water For Office		Totals for TOSHIBA FINANCIAL SERVICES:	Invoice Number Invoice Description
\$381,624.10	\$225.67	\$225.67	\$3,000.00	\$3,000.00		\$5,000.00	\$5,000.00		8653 56	\$513.00	\$140.56		\$5.34	\$5.34		\$2,920.00	\$2,920.00		\$323.45	\$176.20	\$147.25		\$1,260.50	Invoice Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	60.00	00 03	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00		\$0.00	Potential Discount Discount Expires On
\$381,624.10	\$225.67	\$225.67	\$3,000.00	\$3,000.00	•	\$5,000.00	\$5,000.00	\$000.00	8652 56	\$513.00	\$140.56		\$5.34	\$5.34		\$2,920.00	\$2,920.00		\$323.45	\$176.20	\$147.25		\$1,260.50	Net Amount Due

Report name: August 21, 2018 Board Meeting Show invoices open as of today

Calculate discounts as of today Do not include invoices scheduled to be generated

Include all post dates

Include all invoice dates

Include these due dates: 8/21/2018 to 8/21/2018

Include all Post Statuses

Include all Invoices
Include all Vendors
Include all Banks
Include all Invoice Attributes

Include all Vendor Attributes

### RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE PERSONNEL LIST AS OF AUGUST 21, 2018

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Personnel List as of August 21, 2018

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the Personnel List as of August 21, 2018 be approved as presented.

Secretary Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners adopted at their Meeting dated August 21, 2018.

REC	ORD OF CO	MMISSION	ERS VOTE	
<u>NAME</u>	<u>AYE</u>	NAY	ABSTAIN	ABSENT
Donald R. Brown	1			
Douglas Carlucci	<b>✓</b>			
Evelyn Farmer				
Erma D. Greene	/			
Rolando R. Lavarro, Jr.	/			
Daniel Rivera				1
Darwin R. Ona	<b>/</b>			

RESOLUTION DESIGNATING CANBIS, LLC AS REDEVELOPER OF CERTAIN PROPERTY IN THE **JOURNAL SOUARE** 2060 REDEVELOPMENT AREA, **COMMONLY KNOWN** AS 693-701 NEWARK AVENUE, 30 COTTAGE STREET, 703-707 NEWARK AVENUE, AND 40 COTTAGE STREET, AND AUTHORIZING THE NEGOTIATION OF A REDEVELOPMENT AGREEMENT WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

WHEREAS, the City of Jersey City (the "City") has designated that certain area known as the Journal Square 2060 Redevelopment Area as an area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law"); and

WHEREAS, the City enacted the Journal Square 2060 Redevelopment Plan by Ordinance 10-103 dated August 25, 2010 (as amended and supplemented from time to time, the "Redevelopment Plan"), in order to effectuate the redevelopment of the Journal Square 2060 Redevelopment Area; and

WHEREAS, the Agency owns certain properties commonly known as 693-701 Newark Avenue and 30 Cottage Street, which are identified on the official tax maps of the City as Block 7902, Lots 25, 26, 27, 28, 29 and 45 (collectively, the "Agency Property"); and

WHEREAS, pursuant to the Redevelopment Law, on January 30, 2018, the Jersey City Redevelopment Agency (the "Agency") issued a Request for Proposals for the development of the Agency Property (the "RFP"); and

WHEREAS, the Agency received eight proposals in response to the RFP, including a proposal from Canbis, LLC for the development of a 25-story building containing approximately 241 residential units, 110 hotel rooms, 120 structured parking spaces, 6,200 square feet of ground floor retail, a day care center, and a fitness center; and

WHEREAS, the Agency reviewed each of the eight proposals in accordance with the requirements and criteria of the RFP, and conducted an evaluation process that included at least one presentation and interview from each respondent; and

WHEREAS, after staff review of the proposals, professional review of the proposals, and the conclusion of the interview process, a recommendation of designation (the "Recommendation") was prepared and submitted to the Board of Commissioners; and

WHEREAS, as set forth in the Recommendation, the Agency found the project concept proposed by Canbis, LLC to be well developed, including a proposed partnership with a boutique hotel brand not currently represented in the New Jersey market, replacement of the current parking on site, and the highest proposed purchase price for the Agency Property of any of the respondents; and

WHEREAS, Shree Bhuvneshwari Realty, LLC, an affiliate of Canbis, LLC, owns four lots which are adjacent to the Agency Property and which are commonly known as 703-707 Newark Avenue and 40 Cottage Street, and identified on the City's tax maps as Block 7902, Lots 22, 23, 24, and 50 (collectively, the "SBR Property"); and

WHEREAS, Canbis, LLC proposes to incorporate the Agency Property and the SBR Property to undertake one comprehensive development (the Agency Property and the SBR Property collectively, the "Property"); and

WHEREAS, the Agency wishes to designate Canbis, LLC as redeveloper of the Property and commence the negotiation of a redevelopment agreement,

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

- Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.
- **Section 2.** Canbis, LLC is hereby designated as the Redeveloper of the Property for a period of 120 days from the date hereof, ending on December 19, 2018 unless extended for a period of no more than 60 days by the Executive Director in her sole discretion.
- Section 3. If, on December 19, 2018 or such later date as established by the Executive Director in accordance with Section 2 hereof, the parties have not executed a mutually acceptable redevelopment agreement, including a joint venture partner of Redeveloper that is acceptable to the Agency in its sole discretion, the designation of Canbis, LLC as Redeveloper of the Property shall automatically expire without any need for any further action of the Board.
- **Section 4.** The Chairman, Vice-Chairman, Executive Director, and/or Secretary of the Agency are hereby authorized to take all actions and to execute any and all documents necessary to effectuate this resolution in consultation with 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 August 21, 2018.

RECO	ORD OF COM	<b>MISSIONI</b>	ERS VOTE	
<u>NAME</u>	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown				ZIBBEITI
Douglas Carlucci				
Evelyn Farmer				./
Erma D. Greene				
Rolando R. Lavarro, Jr.				
Darwin R. Ona	1			
Daniel Rivera				./

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING CONSENT ORDER WITH 297 COMMUNIPAW AVENUE, LLC TO SETTLE MOTION FOR AN AWARD OF REASONABLE ATTORNEYS' FEES AND COSTS WITHIN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency, pursuant to the provisions of N.J.S.A. 40:12A-1 et seq., as amended, sought to acquire by way of Verified Complaint (In Condemnation) the lands and premises located at 239 Suydam Avenue in Block 20304, Lot 39 within the Morris Canal Redevelopment Area, which area has been declared an "area in need of redevelopment"; and

WHEREAS, the property in question is owned by 297 Communipaw Avenue, LLC; and WHEREAS, the Superior Court of New Jersey, Law Division – Hudson County having dismissed the Jersey City Redevelopment Agency's Verified Complaint (In Condemnation) by way of an Opinion and Order dated January 10, 2018; and

WHEREAS, 297 Communipaw Avenue, LLC, pursuant to N.J.S.A. 20:3-26(b), having moved for an award of reasonable attorneys' fees and costs; and

WHEREAS, the Jersey City Redevelopment Agency, 297 Communipaw Avenue, LLC, and Point Capital Development, LLC, having reached a preliminary settlement of \$117,000.00 to resolve 297 Communipaw Avenue, LLC's motion for an award of reasonable attorneys' fees and costs; and

WHEREAS, the executive staff of the Jersey City Redevelopment Agency is recommending that the Board of Commissioners approve the entry of a consent order to settle 297 Communipaw Avenue, LLC's motion for an award of reasonable attorneys' fees and costs for an amount of \$117,000.00.

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

- 1) The above recitations are incorporated herein as if set forth at length.
- 2) The Jersey City Redevelopment Agency is hereby authorized to enter into a consent order to settle 297 Communipaw Avenue, LLC's motion for an award of reasonable attorneys' fees and costs for an amount of \$117,000.00.

**BE IT FURTHER RESOLVED**, that the Chairman, Vice-Chairman, Secretary and/or Executive Director of the Jersey City Redevelopment Agency are hereby authorized to execute any and all documents, in order to effectuate the purposes set forth herein subject to review and approval of the Jersey City Redevelopment 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 August 21, 2018.

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY ESTABLISHING RATIFYING A CONSENT ORDER TO DISMISS WITHOUT PREJUDICE THE VERIFIED COMPLAINT IN LIEU OF PREROGATIVE WRITS AND OTHER RELIEF FILED BY MECCA REALTY PROPERTIES, INC., FOURTEEN FLORENCE ST. CORP., ATRIMEC REALTY CORP., MECCA REALTY PROPERTIES II, INC., AND 450 GRAND STREET, LLC WITHIN THE BATES STREET REDEVELOPMENT AREA

WHEREAS, Mecca Realty Properties, Inc., Fourteen Florence St. Corp., Atrimec Realty Corp., Mecca Realty Properties II, Inc., and 450 Grand Street, LLC, having filed a Verified Complaint in Lieu of Prerogative Writs and for Other Relief against, *inter alia*, the Jersey City Redevelopment Agency, Diana H. Jeffrey, and Chris Fiore; and

WHEREAS, the parties having agreed the matter shall be dismissed without prejudice; and

WHEREAS, the parties having agreed that the dismissal without prejudice shall be subject to automatic reinstatement within ninety days upon request by any party if the matter has not been mooted by the discussions among the parties, subject to a potential further third-party extension upon joint request of the parties; and

WHEREAS, counsel for the Jersey City Redevelopment Agency having executed the consent order dismissing the matter without prejudice, subject to automatic reinstatement within ninety days upon request by any party if the matter has not been mooted by the discussions among the parties, subject to a potential further third-party extension upon joint request of the parties

WHEREAS, the executive staff of the Jersey City Redevelopment Agency is recommending the Board of Commissioners ratify the execution of the consent order dismissing the matter without prejudice, subject to automatic reinstatement within ninety days upon request by any party if the matter has not been mooted by the discussions among the parties, subject to a potential further third-party extension upon joint request of the parties

**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) Execution of the consent order dismissing the matter without prejudice, subject to automatic reinstatement within ninety days upon request by any party if the matter has not been mooted by the discussions among the parties, subject to a potential further third-party extension upon joint request of the parties, on behalf of the Jersey City Redevelopment Agency is hereby ratified.

**BE IT FURTHER RESOLVED**, that the Chairman, Vice-Chairman, Secretary and/or Executive Director of the Jersey City Redevelopment Agency are hereby authorized to execute any and all documents, in order to effectuate the purposes set forth herein subject to review and approval of the Jersey City Redevelopment Agency's General Counsel.

SECRETARY 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 August 21, 2018.

	RECORD OF	COMMISSION	ERS VOTE	
<u>NAME</u>	<u>AYE</u>	NAY	ABSTAIN	ABSENT
Donald R. Brown	<b>√</b>			
Douglas Carlucci	✓			
Evelyn Farmer				<b>✓</b>
Erma D. Greene	<b>/</b>			
Rolando R. Lavarro, Jr.	<b>✓</b>			
Daniel Rivera				1
Darwin R. Ona	/			

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING CONTRACT NO. 18-08-MPN6 WITH LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC. FOR ENVIRONMENTAL ENGINEERING AND CONSULTING SERVICES TO COMPLETE THE DUE DILIGENCE AND CLOSING FOR THE ACQUISITION OF THE BAYFRONT REDEVELOPMENT SITE

WHEREAS, the Jersey City Redevelopment Agency ("Agency") is currently under going due diligence for the acquisition of an approximately 100 acre-site located in Block 24601 (the "Bayfront Redevelopment Site"); and

WHEREAS, the Bayfront Redevelopment Site has undergone extension environmental remediation by Honeywell and its contractors and the remediation is mostly in the final reporting phase; and

WHEREAS, in order to complete the due diligence and closing for the acquisition of the Bayfront Redevelopment Site, the Executive Director has deemed it necessary to obtain environmental engineering and environmental consulting services; and

WHEREAS, Langan Engineering and Environmental Services, Inc. submitted a proposal to provide such services and provide support as needed during the purchase transaction process; and

WHEREAS, Langan will provide review of contract documents, existing environmental reports and other documents as necessary; and

WHEREAS, Agency staff has determined that the August 20, 2018 proposal, attached hereto as **Exhibit A**, from Langan Engineering and Environmental Services, Inc. is a fair and equitable price for the services required and recommends that the Board of Commissioners award a contract to Langan Engineering and Environmental Services, Inc.; and

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

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

WHEREAS, the term of this contract shall be the completion of the work or one (1) year from the date of this Resolution, whichever is sooner.

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 August 20, 2018 proposal from Langan Engineering and Environmental Services, Inc. is attached hereto and incorporated herein;
- 3) a Contract in the amount of \$15,000.00 is hereby awarded to Langan Engineering and Environmental Services, Inc.

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

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

Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of August 21, 2018.

RECO	ORD OF COM	MISSIONER	S VOTE	
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	1			
Douglas Carlucci	<b>/</b>			
Evelyn Farmer				
Erma D. Greene	/			
Rolando R. Lavarro, Jr.	<b>✓</b>			
Daniel Rivera	,		-	/
Darwin R. Ona	<b>V</b>	****		-



Technical Excellence Practical Experience Client Responsiveness

20 August 2018 Via email to: FioreC@jcnj.org

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

Re:

Proposal for Environmental Engineering Support During Transaction Bayfront Redevelopment ("The Project") Jersey City, New Jersey 100287120

Dear Mr. Fiore:

We are pleased to submit our proposal to provide environmental engineering support to the City of Jersey City through the Jersey City Redevelopment Agency (JCRA) as you evaluate the potential purchase of the proposed Bayfront Redevelopment site. A description of our proposed scope of work is provided below, followed by our fee and anticipated schedule.

### **SCOPE OF SERVICES**

A Langan environmental engineer who is familiar with the project will be available to provide the requested support during the transaction process. We expect that this will include review of the relevant contract documents, review of any existing reports necessary to provide appropriate support of the transaction, coordination between relevant parties and the Jersey City team, and preparation of any correspondence necessary to convey opinions or recommendations to the team. He will be supported by appropriate Langan staff, sufficient to complete this task.

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

### **FEE AND SCHEDULE**

The fee for the work described herein is an allowance of \$10,000, and \$5,000 for project management and meetings/conference calls.

We can begin this work within one week of your authorization to proceed, and will support the JCRA for the duration of the transaction.

20 August 2018 Page 2 of 2

### **CLOSING**

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

Sincerely,

Langan Engineering and Environmental Services, Inc.

Leonard D. Savino, P.E.

Principal

NJ Certificate of Authorization No. 24GA27996400

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### **AUTHORIZATION**

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

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

Re: Proposal for Environmental Engineering Support During Transaction

**Bayfront Redevelopment ("The Project")** 

Jersey City, New Jersey

100287120

Company:	("Client")
By/Title:	(Authorized representative)
Signature:	
Date:	

### **GENERAL TERMS AND CONDITIONS**

These Terms and Conditions shall apply to services provided by Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C.; or Langan Engineering and Environmental Services, Inc.; or Langan CT, Inc.; or Langan MI, Inc.; or Langan International, LLC (each individually, a "LANGAN ENTITY"); and together with the proposal to which these Terms and Conditions are attached (hereinafter, the "Proposal"), shall constitute the "Agreement." For purposes of this Agreement, the LANGAN ENTITY specifically identified in the Proposal shall be referred to as "CLIENT."

A. SCOPE OF SERVICES AND ADDITIONAL SERVICES

LANGAN will provide those services specifically identified in the Proposal (hereinafter, the "Services"). All Services, regardless of the commencement date, will be covered by these Terms and Conditions. All services not specifically identified in the Proposal are excluded; provided, however, that if requested by the CLIENT and agreed to by LANGAN in writing, LANGAN will perform such additional services ("Additional Services") subject to these Terms and Conditions. Unless otherwise agreed in writing, the CLIENT shall pay LANGAN for the performance of any Additional Services on a time-and-materials basis based upon LANGAN's then-current hourly rates. For avoidance of doubt, email will constitute written notice.

**B. STANDARD OF CARE** 

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

C. CLIENT RESPONSIBILITIES

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

D. INVOICING AND SERVICE CHARGES

LANGAN will submit monthly invoices to the CLIENT and a final bill upon completion of Services. The CLIENT shall notify LANGAN within two weeks of receipt of invoice of any dispute with the invoice. The CLIENT and LANGAN will promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by the CLIENT and is past-due thirty (30) days from the date of the invoice. Any unpaid balances shall accrue late charges of 1.5% per month, or the highest rate allowed by law, whichever is lower, and the CLIENT agrees to pay all fees and expenses incurred by LANGAN in any collection action.

In the event of a suspension of services or termination of the Agreement by LANGAN in accordance with Section Q of these General Terms and Conditions, LANGAN will have no liability for any delay or damage of any kind actually or allegedly caused by such suspension of services or termination. CLIENT shall not withhold amounts from LANGAN'S compensation to impose a penalty or damages on LANGAN, or to offset sums requested by or paid to contractors for the cost of changes in their work unless LANGAN agrees or has been found liable for the amounts.

The CLIENT shall notify LANGAN prior to executing this Agreement if federal, state, or local prevailing wage requirements apply. If prevailing wages apply, and Consultant was not notified by Client, Client agrees to pay LANGAN the prevailing wage for new invoiced amounts, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations for failing to pay prevailing wages, including the payment of any fines or penalties.

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

F. JOBSITE SAFETY AND CONTROL OF WORK

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

G. EXISTING CONDITIONS AND SUBSURFACE RISKS

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

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

Page 1 of 3

LANGAN

### H. HAZARDOUS MATERIALS

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

### I. INDEMNIFICATION

I. INDEMNIFICATION
Subject to the provisions of Section J of these General Terms and Conditions, LANGAN agrees to indemnify, hold harmless and, except for professional liability claims, defend the CLIENT and CLIENT's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all disbursements, asserted by any third parties to the extent determined to have been caused by the negligent acts, errors or omissions or willful misconduct of CLIENT or any of its agents, employees, staff, or other consultants, subconsultants, contractors or subcontractors. In no event shall the indemnification obligation statute of limitations.

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

In connection with any construction project, CLIENT agrees to insert the following wording into any General Contract, Construction Management Agreement, or foundation contractor's contract: "To the extent permitted by law, and to the extent not proven to be caused in whole or in part by an indemnitee's own negligence, the contractor and its subcontractors of any tier shall indemnify, defend, save and hold harmless the CLIENT and LANGAN from and against all connected with or are claimed to arise out of or claimed to be connected with the design (to the extent the design is based on calculations, plans and drawings by of the contractor. Without limiting the generality of the foregoing, such defense and indemnity shall include all liability, damages, loss, claims, demands and or subcontractors, licensees or invitees, or sustained by any other persons or entities, whether based upon, or claimed to be based upon, statutory (including, persons."

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

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

### J. LIMITATION OF LIABILITY

J. LIMITATION OF LIABILITY

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

To the extent damages are covered by property insurance, LANGAN and the CLIENT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. LANGAN and the favor of the other parties enumerated herein.

### K. WAIVER OF CONSEQUENTIAL DAMAGES

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

LANGAN agrees to maintain workers' compensation insurance as required by law and general liability, automobile and professional liability insurance with minimum limits of \$1,000,000. Certificates of insurance will be issued to the CLIENT upon written request.

The CLIENT agrees that it will require the construction manager, general contractor and, the contractor(s) responsible for performing the work reflected by or relating to LANGAN's services on the Project, to name LANGAN as an additional insured on its Commercial General Liability and Excess/Umbrella insurance policies inclusive of operations, completed operations, and products liability coverage provisions. Such additional insured coverage shall be provided by endorsement CG 20 32 04 13 (for ongoing operations) and endorsement CG 20 37 04 13 (for completed operations).

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

### M. FORCE MAJEURE

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

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Page 2 of 3

LANGAN

N. OPINION OF COST

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

O. PROJECT DELIVERABLES

O. PROJECT DELIVERABLES

All reports, opinions, notes, drawings, specifications, data, calculations, and other documents prepared by LANGAN and all electronic media prepared by LANGAN are considered its project Deliverables to which LANGAN retains all rights. The CLIENT acknowledges that electronic media are susceptible to unauthorized modification, deterioration, and incompatibility; and therefore, the CLIENT cannot rely upon the electronic media version of LANGAN's Deliverables. All Deliverables provided by LANGAN to the CLIENT as part of the Services are provided for the sole and exclusive use of the CLIENT with respect to the Project. Reliance upon or reuse of the Deliverables by third parties without LANGAN's prior written authorization is strictly prohibited; provided, however, that LANGAN, in its sole discretion, may agree to grant reliance to a single relying party subject to (i) the payment by Client of a reliance fee equal to 10 percent (10%) of the amount paid by Client for the Deliverables upon which reliance is to be granted, and (ii) acceptance by the relying party of Langan's standard reliance letter (a copy of which will be provided to Client and relying party upon request).

If the CLIENT distributes, reuses, or modifies LANGAN's Deliverables without the prior written authorization of LANGAN, or uses LANGAN's Deliverables to complete the project without LANGAN'S participation, the CLIENT agrees, to the fullest extent permitted by law, to release LANGAN, its officers, directors, employees and subconsultants from all claims and causes of action arising from such distribution, modification or use, and shall indemnify and hold LANGAN harmless from all costs and expenses, including the cost of defense, related to claims and causes of action arising therefrom or related thereto.

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

P. CONFLICTS OF INTEREST

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

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

R. DISPOSAL OF SAMPLES

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

S. RIGHT TO REFERENCE PROJECT

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

T. SUCCESSORS AND ASSIGNS

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

U. DISPUTE RESOLUTION

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

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

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

V. GOVERNING LAW

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

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

